

CUMBRIA COUNTY COUNCIL

Lot 2.2

SCHEDULE 4.1

IMPLEMENTATION

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SCHEDULE 4.1 – IMPLEMENTATION

1. BACKGROUND

This schedule 4.1 contains provisions relating to Milestones, testing, the Implementation Plan and the Project Plan.

2. GENERAL CONTRACTOR OBLIGATIONS

2.1 In addition to its obligations set out in clause 5 (Implementation) and the requirements for implementation and roll out of the Network set out in the Service Requirements and elsewhere in this Agreement, the Contractor shall:

2.1.1 perform the roll out and implementation of the Network in accordance with this Agreement, the Implementation Plan and the Project Plan so as to Achieve Network Completion by the Longstop Network Completion Date;

2.1.2 perform such activities, functions and services as are necessary to perform the rollout and implementation of the Network in accordance with this Agreement, the Implementation Plan and the Project Plan;

2.1.3 be responsible for the overall management of the roll out and implementation of the Network, the Implementation Plan and the Project Plan;

2.1.4 appoint an appropriately qualified single point of contact who shall be responsible for implementation and roll out of the Network and identified as Key Personnel;

2.1.5 identify and manage the resolution of any problems encountered in relation to implementation and roll out of the Network in order to ensure the timely and effective completion of each task; and

2.1.6 develop, as part of the Project Plan and adhere to appropriate risk mitigation and contingency plans.

3. MILESTONES

3.1 The Contractor shall comply with its obligations relating to completion of Milestones, Key Milestones and Network Completion as set out in clause 5 (Implementation).

3.2 The Key Milestones and the associated Milestone Dates are set out in Appendix 1. The Milestone Achievement Criteria are set out in Appendix 6 to Schedule 5.1

4. IMPLEMENTATION PLAN AND PROJECT PLAN

Implementation Plan

4.1 As at the Agreement Date, the draft Implementation Plan has been agreed by the Parties and is set out at Appendix 2.

4.2 The Contractor shall ensure that the Implementation Plan incorporates the Anticipated Network Completion Date, Longstop Network Completion Date and all of the Key Milestones and is sufficiently detailed as is necessary to give a high level analysis of implementation and roll out of the Network.

4.3 Any amendment to the Implementation Plan must be agreed by the Parties in accordance with the Change Control Procedure.

Project Plan

- 4.4 The Project Plan shall include such level of detail as is determined by the Contractor acting reasonably but shall, as a minimum, include the content set out in Appendix 3.
- 4.5 The Contractor shall:
- 4.5.1 deliver a draft Project Plan to the Authority, within a reasonable period (which shall be no more than **[redacted]**) after the Effective Date. The Project Plan should be sufficiently detailed as is necessary to manage the implementation of the Network and Wholesale Services effectively for the following **[redacted]** Month period;
- 4.5.2 deliver an updated Project Plan within **[redacted]**Months from the Effective Date and within each Month thereafter. Each updated Project Plan should be sufficiently detailed as is necessary to manage the implementation of the Network and Wholesale Services effectively for the following **[redacted]** month period provided that the final such plan should only cover the period up to the Actual Network Completion Date,

and in respect of each **[redacted]** period the level of certainty for the first **[redacted]** shall be fixed (subject to unexpected events the program to be delivered and identifying properties to be enabled), **[redacted]** shall be firm (planned roll out at post code level subject to final surveys and confirmation of take up) **[redacted]** shall be indicative with a view to progress to firm and fixed.

- 4.6 The Project Plan and each update to it must be consistent with the then current version of the Implementation Plan.
- 4.7 The Contractor shall ensure that the Project Plan comprises, for the period to which it relates, such planning data as is reasonably necessary to provide identification and notice of the Services in order to support the practical operation of this Agreement and tracking of the progress of the Network. The Project Plan shall also set out supplementary planning data the period up to Network Completion but only to such degree as the Contractor can reasonably forecast at that point in time.
- 4.8 Once agreed with the Authority (agreement not to be unreasonably withheld or delayed), the Contractor shall monitor the performance against the Project Plan.

General

- 4.9 The Contractor shall upon reasonable request provide the Authority with reasonable 'read only' access to its detailed project management plan (which it is anticipated would comprise further levels of detail beyond that required for the Project Plan) as part of the project governance arrangements under this Agreement.
- 4.10 The Contractor shall establish an appropriate version control procedure so as to ensure that the agreed version of the Implementation Plan and Project Plan is maintained and is made available to the Authority at all times.

5. TESTING AND MILESTONE ACHIEVEMENT PROCEDURE

- 5.1 The procedure described in schedule 5.1 (Milestone Payments and Claims Procedure) shall apply for the Achievement of Milestones and Network Completion.
- 5.2 The Contractor shall notify the Authority when Network Completion is in such state, form and completeness as to be ready for testing. The Contractor shall give such notice in accordance with the Testing Procedure.

- 5.3 When the Contractor considers that it has Achieved Network Completion, it shall follow the applicable provisions of the Testing Procedures agreed between the parties. at Appendix 6 to this Schedule 4.1 and the provisions for Authority testing in Schedule 5.1 (Milestone Payments and Claims Procedure).
- 5.4 The Authority shall be entitled to attend any test as set out in the Testing Procedures.

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APPENDIX 1 –

Part 1 - MILESTONES

ID	MILESTONE	MILESTONE DATE	MILESTONE ACHIEVEMENT CRITERIA
[redacted]	[redacted]	[redacted]	[redacted]

Part 2 - KEY MILESTONES

ID	MILESTONE	MILESTONE DATE	MILESTONE ACHIEVEMENT CRITERIA
[redacted]	[redacted]	[redacted]	[redacted]

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APPENDIX 2 – DRAFT IMPLEMENTATION PLAN

1. The Contractor will provide the Implementation Plan within **[redacted]** of the Effective Date
2. The Anticipated Network Completion Date will be **[redacted]** from the Effective Date).
3. The Longstop Network Completion Date will be **[redacted]** from the Effective Date.
4. The BDUK Funding Period is assumed to include claims for eligible expenditure incurred up to the end of September 2015.
5. The Contractor has assumed that where the Authority intends to use ERDF funding to meet Payment Claims relating to Eligible Expenditure for completed Milestones the Authority will ensure that all ERDF funding claims are completed by the end of the ERDF Funding Period.
6. PRG funding is assumed to be available for the Term.
7. The Contractor shall use reasonable endeavours to meet the Implementation Plan that does not affect the Key Milestones.
8. The Key Milestones are referred to in Part 2 of Appendix 1 to this schedule.

Draft Implementation Plan

Milestone 1 and 2 are survey and planning activities only with no THP delivered, but note that survey and planning activities are required in each milestone period.

Milestone	Quarter	Phase (SCT) Schedule 5.1 Appendix 8	Exchange	Total Homes Passed	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
			[redacted]	[redacted]	[redacted]
			[redacted]	[redacted]	[redacted]
			[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

TOTAL					[redacted]

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APPENDIX 3 – PROJECT PLAN MINIMUM CONTENT

The Project Plan shall as a minimum include the following detail:

- All Milestones
- Postcode
- Percentage contribution by Funder
- Total contribution
- Cost Book reference
- Appropriate risk mitigation and contingency plans
- Comments

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APPENDIX 4 –

[NOT USED]

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APPENDIX 5 – TESTING PROCEDURES

1. [Redacted]

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Annex A – Test Descriptions

1. [redacted]

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