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TO 0111 00124



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🕒 ... ➡: 18:45 Friday, 13 September 1996

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From: Meredith Cleary direct fax:

To: TONY OPPENHEIM, ICL PATHWAY
fax:



Attached:

Letter re:

PROPOSED REVISIONS TO THE SCHEDULE STRUCTURE OF THE RELATED AGREEMENTS AND CLARIFICATION OF THE VARIOUS TYPES OF "ACCEPTANCE"

PAT KELSEY
Head of PDA Procurement

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13 September 1996

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Dear Tony

PROPOSED REVISIONS TO THE SCHEDULE STRUCTURE OF THE RELATED AGREEMENTS AND CLARIFICATION OF THE VARIOUS TYPES OF "ACCEPTANCE"

Thank you for your letter of 30 August and for the confirmation in it of your acceptance to the proposals contained in my letter of 20 August about the Drop Down process. These amendments will need to be implemented formally under the change control process, and I will let you have appropriate draft CCNs for your review in the near future.

DSS and POCL Service Infrastructure

You state that the overlap between the DSS Service Infrastructure and the POCL Service Infrastructure is in fundamental conflict with the intended separability of Agreements and Services throwing into confusion the ability of the DSS and POCL to act independently regarding termination. In fact, the only issue in relation to termination affected by the overlap is the exercise of the various options to purchase elements of the Service Infrastructure on termination of a Service or Related Agreement. This is recognised in the Related Agreements, which provide (Clause 904.3 of the DSS and POCL Agreements in



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relation to the options exercisable on termination of the DSS/POCL Agreement, as appropriate) that:

"POCL [DSS] shall only be entitled to exercise the options in Clause 904.1 and 904.2.4 to the extent that such exercise does not affect the CONTRACTOR's ability to perform any surviving Services."

A similar provision is contained in Clause 905.3 in relation to exercise of the options exercisable on termination of a Service, and 903.4 of the AUTHORITIES' Agreement in relation to those exercisable on termination of the AUTHORITIES' Agreement.

As such, this does not affect the ability of either Authority to terminate an individual Service or Agreement, although the Authorities recognise that it may in practical terms constrain the way in which the appropriate Authority chooses to replace the terminated Service. Accordingly, we see no need to amend the definition of "DSS Service Infrastructure".

Acceptance Testing

I confirm that the acceptance testing regime under the Related Agreements is as follows:

(i) *Operational Trial*

The Operational Trial, scheduled under the timetable in Schedule B7 of the AUTHORITIES' Agreement to last until June 1997, will consist of the three stages of technical testing, model office testing and live trial. The Operational Trial is to test BES, CMS, PAS, APS, EPOSS, OBCS and POCL Infrastructure Services. Failure to pass the Operational Trial can ultimately lead to termination of any or all of the Services or Related Agreements (although failure of OBCS to pass the Operational Trial will not give rise to the right to terminate any or all of the Related Agreements).

(ii) *Testing of POCL and DSS Service Infrastructure* *Clause 4.04 DSS & POCL.*

The POCL and DSS Service Infrastructures will be (in accordance with Clause 408 of the DSS/POCL Agreements) on an element by element basis as they are rolled out (typically in the case of the POCL

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Service Infrastructure on an Outlet by Outlet basis), after successful completion of the Operational Trial. Failure to pass such a test will not in itself entitle either Authority to terminate any or all of the Related Agreements or Services, merely at most to reject some or all of the element in question. The Acceptance Criteria for this testing will not necessarily be linked to ensuring that what has been accepted at Operational Trial is still met, although in practice it is envisaged that this form of testing will be extremely brief and may merely consist of checking that what is meant to be installed has been installed, and is technically sound.

(iii) Steady State Acceptance

Refer to All

The Services, like the Service Infrastructure, will be tested (in accordance with Clause 411 of the DSS/POCL Agreements and Clause 404 of the AUTHORITIES' Agreement) as it is rolled out on an element by element basis (typically, as rolled out to each Outlet). Failure to pass the test will not in itself give rise to a right of termination of the Related Agreements or the Services, merely in extreme cases to reject some or all of the Service as rolled out and tested. The form of such testing is likely to be quite brief, consisting for example of a short number of test messages and dummy transactions.

(iv) Testing of further and replacement Products

Further and replacement Products will be tested in accordance with Clause 408 of the DSS/POCL Agreements. Any changes to the Products will take place under Change Control, and as part of this process any changes necessary to the Acceptance Criteria should be agreed.

(v) Testing of Optional and Additional Services

All Optional Services may technically be subjected to Operational Trailing (see Clause 402.1 of the AUTHORITIES' Agreement), but failure will not in itself lead to termination of the Related Agreements. As Optional Services are rolled out

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(if appropriate) they will be subject to Steady State testing as described in paragraph (iii) above.

Additional Services, and changes to existing Services, will be implemented under Change Control. It is envisaged that appropriate testing will be agreed at the time of agreeing the other details of the Service. If appropriate, this may include testing according to Operational Trial principles (i.e. the three stage approach).

Please let me know if you have any comments or questions.

Yours sincerely

GRO

Pat Kelsey
Head of PDA Procurement