

**CONTRACT REFERENCE NUMBER: 17/01/54**

**SERVICES CONTRACT**

**-between-**

**(1) THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR SCOTLAND  
(THE "AUTHORITY")**



**-and-**

**(2) CACI LIMITED (THE "SERVICE PROVIDER")**



**-relating to the supply of-**

**SERVICES FOR**

**THE PROVISION OF AN ONLINE COLLECTION INSTRUMENT FOR SCOTLAND'S CENSUS 2021**



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**SCHEDULE 4**

**MANAGEMENT ARRANGEMENTS, IMPLEMENTATION PLAN, KEY INDIVIDUALS, APPROVED  
SUBCONTRACTORS AND AUTHORITY RESPONSIBILITIES**

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**This and the six (6) following pages comprise Schedule 4 referred to in the foregoing  
Services Contract between the Registrar General of Births Deaths and Marriages for  
Scotland and CACI Limited**

## SECTION A - MANAGEMENT ARRANGEMENTS - GENERAL ARRANGEMENTS

### 1. Reporting

- 1.1. The Service Provider must provide the reports as detailed in Schedule 2 (The Services (Specification and Service Provider Solution)).
- 1.2. The Service Provider, in conjunction with the Authority, will review the suitability of the reporting throughout the Term (which may include the provision of new reports and/or additional breakdown within reports as reasonably requested by the Authority).

### 2. Meetings

- 2.1. The Service Provider will be expected to meet with the Authority at the frequency and for the purposes detailed in Schedule 2 (Specification and Service Provider Solution).
- 2.2. The Service Provider may be required to undertake other ad hoc visits to the Authority and other third parties that are relevant to the Services to discuss the operation of this Contract.
- 2.3. The Service Provider, in conjunction with the Authority, will review the suitability of meeting frequency and purpose throughout the Term.
- 2.4. All costs incurred by the Service Provider in attending such meetings will be the responsibility of the Service Provider.

### 3. Dispute Resolution

- 3.1. The Parties shall attempt to resolve any dispute between them arising out of, or in connection with, this Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute as follows.
- 3.2. Any dispute will, in the first instance, be presented to the Service Provider's Account Manager and the Authority Contract Manager for resolution.
- 3.3. If the Service Provider's Account Manager and the Authority Contract Manager cannot agree on a resolution, then a separate meeting will be held between the senior management of the Service Provider and the Authority for resolution.
- 3.4. If the dispute cannot be resolved by the Parties pursuant to this paragraph, the Parties shall refer it to mediation pursuant to the procedure set out at paragraph 5 to this Schedule unless:
  - a) the Authority considers that the dispute is not suitable for resolution by mediation; or
  - b) the Service Provider does not agree to mediation.
- 3.5. The obligations of the Parties under this Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider shall comply fully with the requirements of this Contract at all times.

### 4. Mediation

- 4.1. For the purposes of this mediation, the following terms are defined as follows:

“**CEDR**” means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU ([www.cedr.com](http://www.cedr.com)); and

“**Contract Mediator**” means a neutral adviser or mediator chosen by agreement between the Parties.

- 4.2. A Contract Mediator shall be appointed or, if the Parties are unable to agree upon a Contract Mediator within 10 Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Contract Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator.
- 4.3. The Parties shall within 10 Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.
- 4.4. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 4.5. If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 4.6. Failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the prior written consent of both Parties.
- 4.7. If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then, for the purposes of clause 63.2 (*Dispute Resolution*), the dispute cannot be resolved in accordance with Section A paragraphs 4 and 5 of this Schedule 4 (Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities).

## **SECTION B - IMPLEMENTATION PLAN**

### **1. Introduction**

- 1.1. This Section B of Schedule 4 (Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities) :
  - 1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
  - 1.1.2 identifies the Milestones (and associated Deliverables) which trigger payment to the Service Provider of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

### **2. Implementation Period**

- 2.1. During the Implementation Period, the Service Provider shall provide the Implementation Services in accordance with the Implementation Plan to ensure the Services will be fully functional in order that the Operational Services will be ready to commence on the Operational Services Commencement Date.

### **3. Outline Implementation Plan**

- 3.1. The Outline Implementation Plan is set out in Annex 1.
- 3.2. All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Service Provider shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with clause 28 (*Authority Cause*)).

#### **4. Approval Of The Detailed Implementation Plan**

- 4.1. The Parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Contract and the need to develop the Detailed Implementation Plan in accordance with this Schedule 4 (Management Arrangements, Implementation Plan, Key Individuals, Approved Subcontractors and Authority Responsibilities).
- 4.2. The Service Provider shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Commencement Date.
- 4.3. The Service Provider shall ensure that the draft Detailed Implementation Plan:
  - 4.3.1. incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
  - 4.3.2. includes (as a minimum) the Service Provider's proposed timescales in respect of the following for each of the Milestones:
    - 4.3.2.1. the completion of each design document (where appropriate);
    - 4.3.2.2. the completion of the build phase (where appropriate);
    - 4.3.2.3. the completion of any Testing to be undertaken in accordance with Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*); and
    - 4.3.2.4. the completion of support material and roll-out activities
  - 4.3.3. clearly outlines all the steps required to implement the Milestones to be achieved in the Implementation Period, together with a high level plan for the rest of the Services, in conformity with the Specification. Steps must include but not be limited to the following activities:
  - 4.3.4. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements and channels for communication including review meetings (attendees, frequency and proposed agenda items);
  - 4.3.5. clearly outlines the required roles and responsibilities of third parties; and
  - 4.3.6. is produced using a software tool as specified, or agreed by the Authority.
- 4.4. Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Section B paragraph 4.2, the Authority shall have the right:
  - 4.4.1. to review any documentation produced by the Service Provider in relation to the development of the Detailed Implementation Plan, including:
    - 4.4.1.1. details of the Service Provider's intended approach to the Detailed Implementation Plan and its development;
    - 4.4.1.2. copies of any drafts of the Detailed Implementation Plan produced by the Service Provider; and
    - 4.4.1.3. any other work in progress in relation to the Detailed Implementation Plan; and

- 4.4.2. to require the Service Provider to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 4.5. Following receipt of the draft Detailed Implementation Plan from the Service Provider, the Authority shall:
- 4.5.1. review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
- 4.5.2. notify the Service Provider in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 4.6. If the Authority rejects the draft Detailed Implementation Plan:
- 4.6.1. the Authority shall inform the Service Provider in writing of its reasons for its rejection; and
- 4.6.2. the Service Provider shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for Authority approval within 10 Working Days of the date of the Authority's notice of rejection. The provisions of Section B paragraph 4.5 and this Section B paragraph 4.6 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution in accordance with the procedure outlined in clause 63 (*Dispute Resolution*).
- 4.7. If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

## **5. Updates To And Maintenance Of The Detailed Implementation Plan**

- 5.1. Following the approval of the Detailed Implementation Plan by the Authority:
- 5.1.1. the Service Provider shall submit a revised Detailed Implementation Plan to the Authority every 2 months starting 1 month from the Authority's approval of the Detailed Implementation Plan in accordance with Section B paragraph 4.7;
- 5.1.2. without prejudice to Section B paragraph 5.1.1, the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Service Provider and the Service Provider shall submit a draft revised Detailed Implementation Plan to the Authority within 10 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the dispute resolution procedure set out in clause 63 (*Dispute Resolution*));
- 5.1.3. any revised Detailed Implementation Plan shall (subject to Section B paragraph 5.2) be submitted by the Service Provider for approval in accordance with the procedure set out in Section B paragraph 4; and
- 5.1.4. the Service Provider's performance against the Implementation Plan shall be monitored at Implementation Meetings (as defined in the Implementation Plan). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Service Provider to the Authority not less than 5 Working Days in advance of each Implementation Meeting.

- 5.2. Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Service Provider in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 5.2.1. any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
- 5.2.2. in no circumstances shall the Service Provider be entitled to alter any Milestone Date except in accordance with clause 28 (*Authority Cause*).
- 5.3. Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

## 6. Delays

The terms of clause 26.3 (*Rectification Plan*) shall apply in respect of any Delay.

### SECTION B - Annex 1: Outline Implementation Plan

This Annex 1 refers to the Outline Implementation Plan submitted by the Tenderer and included in Schedule 2 (The Services (Specification and Service Provider Solution)) Section 3. However, all Deliverables for this Section B will be agreed between both Parties within 20 Working Days of the Commencement Date.

Milestone	ATP Milestone / CPP Milestone	Milestone Description	Deliverables ( <i>bulleted list showing all Deliverables and associated tasks required for each Milestone</i> )	Duration ( <i>Working Days</i> )	Latest Milestone Date	Authority Responsibilities ( <i>if applicable</i> )
1	CPP Milestone					
2	CPP Milestone					
3	CPP Milestone					
4	CPP Milestone					
5	ATP Milestone					

### SECTION C - KEY INDIVIDUALS

Name	Role	Responsibilities/Authorities
		Contact Under Clause 10.3.1 of the Contract for the Authority
		Contact Under Clause 10.3.2 of the Contract for the Service Provider

### SECTION D - APPROVED SUB-CONTRACTORS

The Service Provider will provide details of the Sub-contractors for this Section D within 20 Working Days of the Commencement Date.

<b>Key Sub-contractor</b>	<b>Registered Office and Company Number</b>	<b>Approximate value of Key Sub-contract expressed as a percentage of total value</b>	<b>Relevant obligations in delivery of the Services</b>

**SECTION E AUTHORITY RESPONSIBILITIES**

**3. GENERAL**

3.1 The Authority Responsibilities associated with the Milestones identified in the Detailed Implementation Plan are set out in the column entitled Authority Responsibilities in the Detailed Implementation Plan.

Signature .....

Signature .....