

**WISDOM BEFORE THE EVENT**

# Acceptance testing: vital in computer contracts

Buyers of cars don't ask for "acceptance testing" clauses in their sales contracts - why should buyers of computer systems? **Mr Michael Saunders**, a solicitor with city law firm Westgarth Baldick, answered this question recently at a meeting of the NSW Society for Computers and the Law.

There were many contrasts between the two cases, he said. People understand a lot more about how cars work than they do about computers and, in fact, cars are a lot less complicated than computers.

Cars come in a range of standard models, whereas the variety of computer systems, even before customization, is enormous. Most cars are well covered by warranties - and after all, it is fairly easy to take a car for a test drive.

Sometimes, computer vendors saw a request for a user acceptance test as unreasonable; but Mr Saunders said all good computer sales contracts should contain such a clause. It should cover the following: a definition of the system the customer is buying; all warranties; liabilities for breach of warranty; and arrangements for payment.

The description of the testing required should give measurable, objective criteria (bad drafting of these sections was often the cause of later disputes). Functions should be described in as much detail as possible and specifications should be precise.

The costs of supplying this extra detail at the start would be more than made up for by savings in actual testing time required.

Specifications ought to include input/output requirements and output and screen display formats. It was very important that response times be clearly delineated and an estimation made of expected workloads.

In benchmark testing, test data should be proven and contracts should specify who was responsible for compiling, preparing and validating this.

Testing of large systems brought special problems. Often it had to be a staggered effort.

A model clause would set out a timetable for testing and this would include a provision requiring a certain number of days' notice before testing commenced.

If the computer room had not been made ready, valuable time would be wasted while it was prepared - so it was best to include in the clause any pre-conditions for testing and who was to be responsible for them.

There were often several components to a system being purchased and the buyer should specify in advance which parts he would or would not accept if they did not pass the test.

In a multi-vendor situation, it was difficult to explain you were not prepared to pay anybody until you had everything!

Many purchasers negotiated a clause allowing them to send the whole system back if any one part failed; this avoided the problem of ending up with a computer which wasn't wanted unless a certain software was available to run on it.

Commentator **Philip Argy** added to a number of Mr Saunders' points.

The best method of specifying testing details was to make them result-oriented, he said; this allowed the customer to check easily on whether he had what he wanted. The contract should state any special purpose for which the computer was being bought.

"Milestones" at which regular payments were made throughout the installation process were often inconvenient but were nevertheless a reasonable request from a software developer.

Test conditions, such as the number of terminals allowed to be running at the time of testing, should be specified.

Documentation should also be considered; standards should be set out, if appropriate. For example, in many cases, screen layouts were not the same in the manuals as on the system: manuals should be up-to-date.

Complications increased with the size of the system, but purchases should not be rushed.

Mr Argy suggested a number of purchasers hurrying to qualify for investment allowances at the end of last June would be stuck with systems which were not quite what they expected.

**SOCIETY NEWS SOCIETY NEWS SOCIETY NEWS SOCIETY NEWS SOCIETY****WASCL (continued)**

- A seminar on "Dealing with Computers: a Survival Primer" by Michael Hale from the Solutions Group and Tony Sutherland from Harris & Sutherland;

- "Repetition Strain Injury from Computers" by doctor/lawyer David Hoffman and lawyer Terry Malone.

The Society publishes several papers on matters arising from its meetings, details of which are on page 10.

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**NEW SOUTH WALES SCL**

The 1986 office bearers of the NSW SCL are Philip Argy (President), Les Lawrence (Vice-President), David Lewis (Secretary) and Greg Prior (Treasurer). The other Committee Members are Knox Cameron, Michael Davis, Richard Davis (1986 Proceedings Editor), Jim FitzSimons, Pamela Gray, Graham Greenleaf (Newsletter Editor), Katrina Henty (Meetings Officer), Nigel Hutchinson, Jill Matthews (Newsletter Production Editor), Nigel Royfee, Michael Saunders, Loise Steer (Publicity Officer), and Richard Ure (1984/85 Proceedings Editor).

Reports on meetings are elsewhere in this issue.

**ACT SCL**

September Meeting: *Criminology and Computers*. Ivan Potas, Criminologist with the Australian Institute of Criminology, addressed a September '85 Meeting of the ACTSCL on research he undertook with John Walker, also from AIC, analysing over 300 files held by the Commonwealth Attorney-General's Department relating to Federal drug offences.

By identifying a large number of variables involved in the sentencing process, it was possible to predict with a surprising degree of accuracy what factors seemed to have a greater impact in determining sentences.