SCHEDULE 22

CHANGE CONTROL PROCEDURE

Schedule 22 (*Change Control Procedure*)

1 STRUCTURE OF THE SCHEDULE

1.1 This Schedule is in three parts:

(a) Part A: Application Development and Operation Capability – this part describes the establishment and maintenance of the Application Development and Operation Capability;

(b) Part B: General Principles – this part describes the general principles applicable to Change;

(c) Part C: Process – this part describes the process applicable to Bilateral Changes; and

2 DEFINITIONS

2.1 In this Schedule, the following definitions shall apply:

"Authority Change Manager"	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
"Bilateral Change"	means any Change of whatever Change Tier which has no impact on any other EM Supplier's services or systems;
"Change Request"	a written request for a Contract Change which shall be substantially in the form of Part A of Annex 2;
"Change Tier"	means the tier to which a particular Change has been assigned being either a Tier 1 Change, Tier 2 Change or Tier 3 Change;
"Change Communication"	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
"Change Plan"	means the plan submitted by the Supplier within an Impact Assessment which shall include without limitation: (a) training requirements for the Change; (b) release process;

	(c) communication needs for the Change; (d) readiness reporting approach; (e) documentation updates required and agreed as deliverables;
"Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with Paragraph 6 of Part C;
"Impact Assessment"	an assessment of a Change Request in accordance with Paragraph 3 of Part C and substantially in the form of Part B of Annex 2;
"IT Change"	means any Tier 1 Change which solely impacts IT systems;
"Impact Assessment Estimate"	has the meaning given in Paragraph 2.4 of Part C;
"Multi Party Change"	means a Contract Change which impacts the services or products supplied by more than one EM Supplier;
"Receiving Party"	the Party which receives a proposed Contract Change;
"Supplier Change Manager"	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative;
"Tier 1 Change"	means any change in the Supplier's operational procedures or an IT Change which in all respects, when implemented: (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; (d) will not require a change to this Contract;

(e) is considered by the Authority to be low risk;

(f) will impact minimal systems;

(g) is considered by the Authority to have no impact or low impact on stakeholders; and

(h) does not impact more than one EM Supplier;

"Tier 2 Change" means any Contract Change which:

(a) does not impact Key Milestone Dates or Milestone Payments;

(b) is considered by the Authority to be medium risk;

(c) is considered by the Authority to have medium impact on stakeholders; and

(d) may impact multiple systems.

"Tier 3 Change" means any Contract Change which:

(a) impacts Key Milestone Dates or Milestone Payments; or

(b) is considered by the Authority to be high risk; or

(c) is considered by the Authority to have high impact on stakeholders;

(d) involves a strategic change to the scope and/or delivery of the service; or

(e) impacts on more than one EM Supplier and EM Systems.

PART A – APPLICATION DEVELOPMENT AND OPERATION CAPABILITY

1 ESTABLISHMENT AND SCOPE

1.1 The Supplier will establish the Application Development and Operation Capability in accordance with the provisions of Paragraph 2.1.1.3 of Schedule 2 (*Services Description*).

1.2 The Application Development and Operation Capability will have the composition described in Paragraph 7 of Schedule 8 being Response to ISFT Technical Question 7.

1.3 The Application Development and Operation Capability will undertake Tier 1 Changes and Tier 2 Changes (and where specifically directed by the Authority, Tier 3 Changes) allocated to it by the Authority following: (a) an Implementation Board during Implementation; or (b) following the first Operational Service Commencement Date, a Change Delivery Board meeting.

2 PLANNING

2.1 At least five (5) Working Days prior to the start of the forthcoming month, the Parties will hold and attend: (a) an Implementation Board meeting; or (b) a Change Delivery Board meeting, as appropriate, where the Authority will set out the prioritised Changes to be undertaken as part of the Application Development and Operation Capability in that forthcoming month. Progress against the allocated Changes and utilisation of the Application Development and Operation Capability will be monitored by the Change Advisory Board.

2.2 On a quarterly basis (or more frequently as the Authority may require during Implementation), the Authority shall produce a forecast plan of anticipated Changes over the next quarter, and the Implementation Board or Change Delivery Board (as appropriate) will consider whether the capacity of the Application Development and Operation Capability needs to vary taking into consideration utilisation over the previous quarter and anticipated demand in the next quarter. The Authority may require that the Supplier makes adjustments to the allocated hours of capacity of the Application Development and Operation Capability. Where such adjustment would mean that the number of hours of capacity allocated per month in the Application Development and Operation Capability changes by more than +/- 10% any consequential changes to the relevant Charges shall be agreed by the Parties in accordance with Part C of this Schedule.

2.3 If the Application Development and Operation Capability:

(a) has a utilisation of less than ninety percent (90%) for two (2) or more consecutive months, the Authority may require that the Supplier reduces the capacity of the Application Development and Operation Capability; or

(b) has a utilisation of more than one hundred percent (100%) for two (2) or more consecutive months, the Parties shall schedule a meeting of the Implementation Board or Change Delivery Board (as appropriate) to discuss whether the current utilisation rate is sustainable and acting reasonably

consider whether a temporary or permanent uplift to the Application Development and Operation Capability is required,

in each case any consequential changes to the relevant Charges shall be agreed by the Parties in accordance with Part C of this Schedule.

PART B - GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

1 PURPOSE

1.1 This Part of the Schedule sets out the general principles applying to Changes.

2 TYPES OF CHANGE AND CHANGE TIERS

2.1 A Change is categorised in accordance with the following criteria:

(a) EM Supplier impact: Where a Change only impacts one EM Supplier it is a Bilateral Change. Where a Change impacts more than one EM Supplier it is a Multi Party Change and the Multi Party Change Control Procedure set out in Schedule 7 to the Collaboration Agreement shall apply;

(b) Cost, complexity, and materiality: This is determined by reference to the Change Tiers described below.

The categorisation of the Change will determine which contract mechanism applies to that Change.

2.2 Where a Multi Party Change impacting this Contract is agreed through the Multi Party Change Control Procedure, a binding variation to this Contract will result, as set out in paragraph 3.2 of Part B of Schedule 7 to the Collaboration Agreement.

2.3 Each Change will be assigned a Change Tier by the Implementation Board or Change Delivery Board (as appropriate) and, in absence of agreement, by the Authority. The Change Tier will impact how the Change is processed and the payment mechanism for the Change. An assigned Change Tier may be changed by agreement following an Impact Assessment.

2.4 Tier 2 Changes and Tier 3 Changes are “Contract Changes” to which the full Change Control Procedure applies as described in Paragraphs 2 to 5 of Part C.

2.5 Tier 1 Changes are not Contract Changes so an abbreviated process applies depending on whether the Tier 1 Change is an IT Change or not:

2.5.1 Tier 1 Changes except those which are IT Changes shall be processed in accordance with Paragraph 7 of Part C. If either Party is in doubt about whether a change falls within the definition of a Tier 1 Change, then it must be processed as a Tier 2 Change or Tier 3 Change at the direction of the Authority.

2.5.2 IT Changes are Tier 1 Changes and shall be processed in accordance with Paragraph 8 of Part C. If either Party is in doubt about whether a change falls within the definition of an IT Change, then it must be processed as a Tier 2 Change or Tier 3 Change at the direction of the Authority.

2.6 The Parties shall deal with Contract Change as follows:

(a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 2 of Part C;

(b) unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 3 of Part C before the Contract Change can be either approved or implemented;

(c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 4 of Part C;

(d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 5 of Part C;

(e) save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 4.2 of Part C; and

(f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 6 of Part C.

2.7 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the agreed Change Plan and the procedures set out in Schedule 14 (*Testing Procedures*), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

2.8 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 4.2 of Part C, then:

(a) unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and

(b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2.9 The Supplier shall:

(a) within ten (10) Working Days of the Authority's signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

(b) thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

3 COSTS

3.1 Subject to Paragraph 3.3 of this Part B:

(a) the costs of preparing each Change Request shall be borne by the Party making the Change Request, and whilst the Application Development and Operation Capability itself may be used by the Supplier, if it so wishes, to prepare a Change Request, it is acknowledged and agreed that such use shall not count towards not reduce the agreed capacity of the Application Development and Operation Capability; and

(b) unless otherwise agreed by the Parties in writing, the costs incurred by the Supplier in undertaking and producing an Impact Assessment shall:

(i) where the Supplier has requested the Change, or the Change is a Tier 1 Change requested by the Authority, be borne by the Supplier (and whilst the Application Development and Operation Capability itself may be used by the Supplier, if it so wishes, to prepare an Impact Assessment, it is acknowledged and agreed that such use shall not count towards nor reduce the agreed capacity of the Application Development and Operation Capability); and

(ii) where the Authority has requested the Change (except for a Tier 1 Change) be borne by the Authority provided that the Supplier shall utilise the Application Development and Operation Capability to prepare the Impact Assessment.

where the Authority is responsible for such costs in accordance with 3.1(b)(ii)above, such costs shall not exceed those in the accepted Impact Assessment Estimate, the Supplier is responsible for any costs it incurs in excess of the Impact Assessment Estimate.

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the charging mechanism principles set out in Schedule 15 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate, to the reasonable satisfaction of the Authority, in the Impact Assessment that the proposed Contract Change requires additional resources which is not provided for in the then current applicable Charges and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier and whilst the Application Development and Operation Capability itself may be used by the Supplier, if it so wishes, it is acknowledged and agreed that such use shall

not count towards nor reduce the agreed capacity of the Application Development and Operation Capability in such circumstances.

3.4 The Supplier shall not proceed with any Change to which this Change Control Procedure applies without having obtained the necessary approvals pursuant to Part C. If it does so proceed, then it shall do so at its own cost and risk (and the Authority may require the Supplier to undo the relevant Change at the Supplier's expense).

PART C – BILATERAL CHANGES

1 APPLICATION

1.1 This Part C applies to Bilateral Changes. If at any time it is determined that a Bilateral Change should be treated as a Multi Party Change then the Multi Party Change Control Procedure set out in Schedule 7 to the Collaboration Agreement shall apply.

2 CHANGE REQUEST

2.1 Either Party may issue a Change Request to the other Party at any time during the Term.

2.2 A Change Request shall be substantially in the form of Part A of Annex 2 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

2.3 If the Supplier issues the Change Request, then it shall:

(a) classify the Change as a Tier 2 Change or Tier 3 Change; and

(b) also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.

2.4 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment, the timetable for preparing it, and the proportion of time to be utilised by the Application Development and Operation Capability in the preparation of the Impact Assessment (subject always to the provisions of paragraph 3.1 of Part B above). The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

2.5 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

(a) the nature of the request for clarification; and

(b) the reasonable justification for the request,

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

3 IMPACT ASSESSMENT

3.1 Each Impact Assessment shall be completed in good faith and shall include:

(a) details of the proposed Contract Change including the reason for the Contract Change and its risk allocation; and

(b) details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;

(c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

(i) the Services Description, the Performance Indicators and/or the Target Performance Levels;

(ii) the format of Authority Data, as set out in the Services Description;

(iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;

(iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;

(d) details of the cost of implementing the proposed Contract Change (if any);

(e) details of any ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any proposed mechanism for profit/loss sharing as envisaged in paragraph 4.3 of Part C of Schedule 15 (*Charges and Invoicing*), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

(f) a solution overview/ high level design(s) (where applicable, an outline implementation approach, a timetable for the implementation, together with any proposals for the testing of the Contract Change including proposed Test Success Criteria and details of any dependencies on the Authority or third parties);

(g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;

(h) security or technical assurance requirements;

(i) an initial draft of the Change Authorisation Note for the proposed Contract Change; and

(j) such other information as the Authority may reasonably request in (or in response to) the Change Request.

3.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Impact Assessment shall also be subject to Clause 21 (*Protection of Personal Data*).

3.3 Subject to the provisions of Paragraph 3.4 of this Part C, the Authority shall review the Impact Assessment (including the draft Change Plan and draft Change Authorisation Note) and respond to the Supplier in accordance with Paragraph 4 of this Part C.

3.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 3.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

3.5 The calculation of costs for the purposes of Paragraphs 3.1(d) and (e) of this Part C shall:

(a) be based on the Financial Model;

(b) facilitate the Financial Transparency Objectives;

(c) include estimated volumes of each type of resource (including use of Application Development and Operation Capability) to be employed and the applicable rate card;

(d) include full disclosure of any assumptions underlying such Impact Assessment;

(e) include evidence of the cost of any assets required for the Change; and

(f) include details of any new or changes to existing Sub-contracts necessary to accomplish the Change.

4 AUTHORITY’S RIGHT OF APPROVAL

4.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 3.4 of this Part C, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

(a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 4.2 of this Part C;

(b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

(c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 3.4 of this Part C, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.

4.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 4.1(a) of this Part C and it has not been rejected by the Supplier in accordance with Paragraph 5 of this Part C, then it shall inform the Supplier and the Supplier shall prepare a final version of a Change Authorisation Note which it shall submit to the Authority for electronic signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign and return an electronic copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

4.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days of approval, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

5 SUPPLIER’S RIGHT OF APPROVAL

5.1 Following an Impact Assessment, if:

(a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(i) materially and adversely affect the risks to the health and safety of any person; and/or

(ii) require the Services to be performed in a way that infringes any Law; and/or

(iii) would materially affect the Supplier’s ability to meet the Performance Levels;

(b) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 2.4 of this Part C.

6 FAST-TRACK CHANGES

6.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

6.2 All Changes required relating to the Implementation Services and/or the Detailed Implementation Plan shall be treated as Fast-track Changes unless otherwise agreed in writing by the Parties or at the Service Delivery Board.

6.3 If:

(a) the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed REDACTED in any twelve (12) month rolling period or > REDACTED of all Changes in that twelve (12) month period; and

(b) both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed REDACTED; does not have any security or data impacts and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 1, 3, 4 and 5 of this Part C but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day. The restrictions set out in Paragraphs (a) and (b) above shall not apply to Changes made in relation to the Implementation Services and/or the Detailed Implementation Plan unless otherwise agreed in writing by the Parties.

6.4 The Parties may agree in writing to revise the parameters set out in Paragraph 6.2 of this Part C from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed REDACTED in a rolling twelve (12) month period or > REDACTED of all Changes in that twelve (12) month period.

7 TIER 1 CHANGE PROCEDURE

7.1 This Paragraph shall apply to Tier 1 Changes that are not IT Changes. Where a Tier 1 Change is an IT Change the provisions of Paragraph 8 shall apply.

7.2 Any Tier 1 Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier using the Application Development and Operation Capability without following the Change Control Procedure for proposed Contract Changes provided they do not:

(a) have an impact on the business of the Authority;

(b) require a change to this Contract;

(c) have a direct impact on use of the Services; or

(d) involve the Authority in paying any additional Charges or other costs.

7.3 The Authority may request a Tier 1 Change by submitting a written request for Tier 1 Change ("**RFOC**") to the Supplier Representative.

7.4 The RFOC shall include the following details:

(a) the proposed Tier 1 Change; and

(b) the time-scale for completion of the Tier 1 Change.

7.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Tier 1 Change.

7.6 The Supplier shall complete the Tier 1 Change free of charge and by the timescale specified for completion of the Tier 1 Change in the RFOC, and shall promptly notify the Authority when the Tier 1 Change is completed.

8 IT CHANGE PROCEDURE

8.1 Any IT Changes identified by the Supplier (for example, patching for vulnerabilities, or release of changed application software) may be implemented by the Supplier using the Application Development and Operation Capability without following the Change Control Procedure for proposed Contract Changes provided they do not:

(a) have an impact on the business of the Authority;

(b) require a change to this Contract;

(c) have a direct impact on use of the Services; or

(d) involve the Authority in paying any additional Charges or other costs.

8.2 The Authority or the Supplier may request on IT Change by issuing a request for IT Change ("**RFIC**") to be completed in sufficient time prior to the next schedule meeting of the Change Advisory Board to enable the IT Change to be properly

discussed at the Change Advisory Board. The RFIC shall, unless the Parties agree otherwise in writing, be accompanied by an impact assessment which shall include as a minimum:

(a) Priority of Change;

(b) Change Location;

(c) Date / Time of Change (Change Window);

(d) Contacts Completing the Change;

(e) Systems / Service impacted;

(f) Reason for Change;

(g) Description / Scope of the Change;

(h) Business Impact;

(i) Implementation plan;

(j) Back out plan;

(k) Technical Impact;

(l) Risks (i.e. potential to cause a service outage);

(m) Security Impact; and

(n) Downtime required.

8.3 The Authority may request additional data depending on the nature of the IT Change. Where reasonably practicable, the Authority shall make such a request prior to the relevant Change Advisory Board meeting.

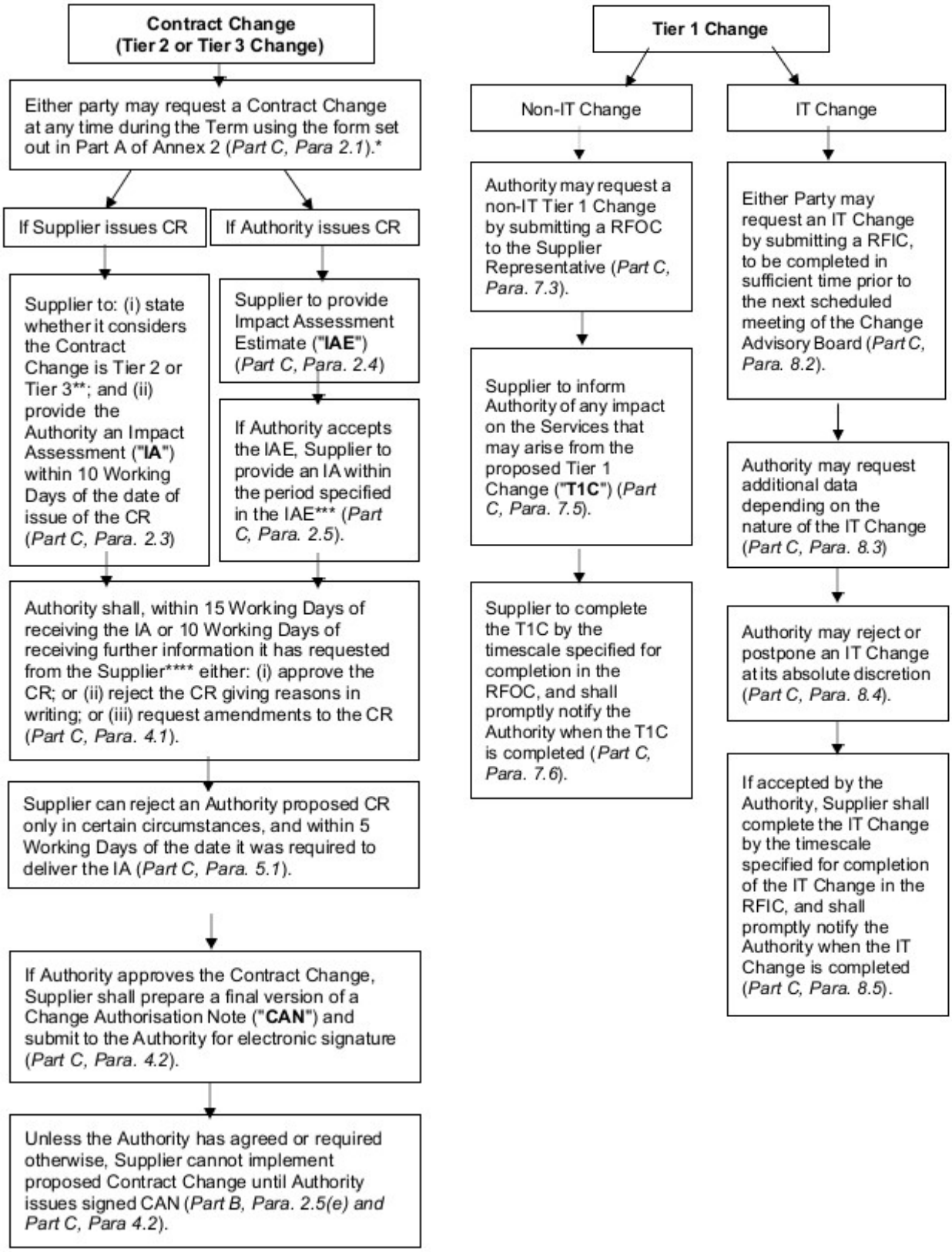
8.4 The Authority may reject or postpone an IT Change at its absolute discretion. Where a change is of significant risk or has not been demonstrated appropriately the Authority reserves the right to reject or postpone the change.

8.5 The Supplier shall complete the IT Change free of charge and by the timescale specified for completion of the Tier 1 Change in the RFIC, and shall promptly notify the Authority when the IT Change is completed.

9 COMMUNICATIONS

For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 44 (*Notices*) shall apply to a Change Communication as if it were a notice.

ANNEX 1: CHANGE CONTROL PROCESS MAP



** Where the Change is a Fast-Track Change, Parties are to follow the same procedure as for a general Contract Change, but within the shortened timescales set out in Part C, Para. 6.*

***Note that the assignment of a Change as a Tier 1, Tier 2 or Tier 3 Change is made by the Implementation Board or Change Delivery Board (as appropriate) and, in the absence of agreement, by the Authority (Part B, Para. 2.2).*

****If the Supplier requires clarification from the Authority in relation to the CR, it may make such a request, and the time period for completing the IA will be extended by the time taken by the Authority to provide the clarification (Part C, Para. 2.5).*

*****If the Authority requires further information regarding the proposed Contract Change, it shall inform the Supplier of this within five (5) Working Days of receipt of the IA, and the Supplier shall re-issue the IA within ten (10) Working Days of receiving such notification (Part C, Para. 3.4).*

ANNEX 2: CHANGE FORM

CHANGE FORM

PART A: CHANGE REQUEST

APPROVAL HISTORY:

<table>
<tr><td colspan="2">CHANGE REQUEST FORM

ELECTRONIC MONITORING AND FIELD SERVICES CONTRACT

CONTRACT REF:</td><td colspan="2">CR NO.:

TYPE OF CHANGE:

CHANGE TIER:</td></tr>
<tr><td>TITLE:</td><td colspan="3"></td></tr>
<tr><td>ORIGINATOR:</td><td></td><td>CONTACT NUMBER:</td><td></td></tr>
<tr><td>SPONSOR:</td><td></td><td>CONTACT NUMBER:</td><td></td></tr>
<tr><td>DATE OF INITIATION:</td><td></td><td>REQUIRED BY DATE:</td><td></td></tr>
<tr><td>ASSIGNED FOR IMPACT ASSESSMENT TO:</td><td colspan="3"></td></tr>
<tr><td colspan="4">DESCRIPTION OF PROPOSED CHANGE:</td></tr>
<tr><td colspan="4">(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3, etc.)</td></tr>
</table>

• The Business benefit/VFM that this Change will provide is …….	
INITIATED BY [ ]:	DATE:
NAME AND ORGANISATION (E.G. “AUTHORITY”, “SUPPLIER”):	
SIGNATURE:	
RECEIVED BY [ ]:	DATE:
NAME AND ORGANISATION (E.G. “AUTHORITY”, “SUPPLIER”):	
SIGNATURE:	

PART B: IMPACT ASSESSMENT FORM:

IMPACT ASSESSMENT FORM	IAF VERSION NUMBER
CR TITLE:	CR NUMBER:
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT: (identify any attachments as B1, B2, B3, etc.) Changes to Services requirements, terms of the Contract, personnel to be provided, charging structure (including any proposed gainshare mechanism), payment profile, documentation, training, Performance Indicators and component working arrangements and any other contractual issue.	
IMPACT: (Refer to any impact analysis attachment where applicable)	
SUSTAINABILITY IMPACT ASSESSMENT: [Summarise the impact. May need to attach associated documents]	
RISK ASSESSMENT:	
DELIVERABLES:	

TIMETABLE:	
TEST SUCCESS CRITERIA	
CHARGES FOR IMPLEMENTATION (IF ANY): (Including a schedule of payments. Consider whether Application Development and Operation Capability should be used. If not applicable, mark “Not Applicable”)	
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE (IF ANY):(If not applicable, mark ‘Not Applicable’) SUPPORTING MATERIALS DOCUMENT REFERENCE(S):	
OTHER RELEVANT INFORMATION: (including value-added and acceptance criteria)	
AUTHORISED BY SUPPLIER	DATE:
NAME:	
SIGNATURE:	
The Supplier warrants and represents that this Impact Assessment Form complies with the requirements of Paragraph 3 of Part C of Schedule 22 Change Control Procedure), and that its content is, to the best of its knowledge and belief, accurate and comprehensive in all material respects.	

PART C: CHANGE AUTHORISATION NOTE

CCN NUMBER:	CR TITLE: IMPACT ASSESSMENT FORM VERSION:
DATE OF CHANGE REQUEST FORM	
DATE OF IMPACT ASSESSMENT AUTHORISATION	
IMPLEMENTATION OF THIS CHANGE REQUEST, IS: (tick as appropriate)	
APPROVED	
REJECTED	
REQUIRES FURTHER INFORMATION (as follows, as Attachment 1, etc.)	
FOR AUTHORITY	FOR SUPPLIER
Signature	Signature