

COMMERCIAL IN CONFIDENCE

SCHEDULE 8.2

CHANGE CONTROL PROCEDURE

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Change Control Procedure

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Authority Manager”	Change	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;
“Authority Matrix”		means the document set out at Annex 3 of Schedule 8.2 (Change Control Procedure); identifying the Boards and representatives of each Party who are duly authorised to approve changes to the content of any Controlled Document;
“Change Request”		a written request for a Contract Change which shall be substantially in the form of Annex 1;
“Controlled Documents”		any document or data repository listed in Annex 3 relating to this Agreement or Services, the amendment of which needs to be subject to a form of formal agreement and authorisation process, but not as a Contract Change where the full Change Control Procedure (described in Paragraphs 2 to 8 of this Schedule 8.2) applies;
“Change Communication”		any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
“Fast-track Change”		any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”		an assessment of a Change Request in accordance with paragraph 5;
“Receiving Party”		the Party which receives a proposed Contract Change; and
“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.

2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 This Schedule sets out the procedure for dealing with Contract Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 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 4;
 - (b) unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 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 6;
 - (d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - (e) save as otherwise provided in this Agreement, 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 6.2; and
 - (f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 6.2 (*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.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, 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 Agreement 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 Agreement.

3 COSTS

3.1 Subject to Paragraph 3.3:

- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- (b) the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:
 - (i) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services;
 - (ii) such costs exceed the estimate provided to the Authority pursuant to Paragraph 4.3 below; or
 - (iii) the cost of the Impact Assessment is less than *Information redacted in line with section 43 of the FOIA*.

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 7.1 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources 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.

4 CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

4.2 If the Supplier issues the Change Request, then, subject to Paragraph 3.1(b)(iii), it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

4.3 If the Authority issues the Change Request, then the Supplier shall provide an estimate of the cost of preparing an Impact Assessment and of the time needed to prepare it.

4.4 If the Authority accepts the Supplier's estimate prepared under Paragraph 4.3 then the Supplier shall provide the Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of receiving the Change Request from the Authority provided that if the Supplier requires any clarifications in relation to the Change Request before it can deliver

the Impact Assessment, then it shall promptly notify the Authority and the time period shall be extended by the time taken by the Authority to provide those clarifications. The Authority shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

5 IMPACT ASSESSMENT

5.1 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
- (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 Agreement;
- (c) any variation to the terms of this Agreement 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; and
 - (iv) other services provided by third party contractors to the Authority which the Supplier reasonably envisage may be impacted,;
- (d) details of the cost of implementing the proposed Contract Change;
- (e) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (f) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- (g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- (h) such other information as the Authority may reasonably request in (or in response to) the Change Request.

5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 23 (*Protection of Personal Data*).

- 5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment, it.
- 5.4 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 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 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:
- (a) be based on the Financial Model;
 - (b) facilitate the Financial Transparency Objectives;
 - (c) include estimated volumes of each type of resource 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 Sub-contracts necessary to accomplish the Change.

6 AUTHORITY'S RIGHT OF APPROVAL

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, 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 6.2;
 - (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 5 Working Days of such request. Subject to

Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.

- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one 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 Agreement:
- 6.3 If the Authority does not sign the Change Authorisation Note within 10 Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

7 SUPPLIER'S RIGHT OF APPROVAL

- 7.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
- (a) materially and adversely affect the risks to the health and safety of any person;
 - (b) require the Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice; and/or
 - (c) materially and adversely change the nature of the Services (including the risk profile);

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 FAST-TRACK CHANGES

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
- 8.2 If:
- (a) the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and
 - (b) both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Disengagement Services may be required does not exceed ***Information redacted in line with section 43 of***

the FOIA 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 4, 5, 6 and 7 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

- 8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 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 4 in a 12 month period.

9 OPERATIONAL CHANGE PROCEDURE

- 9.1 Any Operational Changes to the Controlled Documents identified by the Supplier and/or discussed with the Authority may be implemented by the Supplier without following the Change Control Procedure for Contract Changes provided they do not:
- (a) have an impact on the business of the Authority;
 - (b) require a change to this Agreement; or
 - (c) have a direct impact on use of the Services.
- 9.2 All Controlled Documents will be listed in Annex 3. Additions and removals from this list will be a Change for the purposes of this Agreement, and shall be dealt with as a Contract Change.
- 9.3 Each Party shall identify the Boards and individuals (by name or by job title) who shall have the authority formally to approve changes to the content of any Controlled Document. These individuals will be identified in the Authority Matrix.
- 9.4 The Parties shall agree operational procedures for requesting, progressing and agreeing any changes to the content of any Controlled Documents. However no change to the content of any Controlled Document shall take effect until the amended Controlled Document has been signed as approved by the relevant individual for each Party identified in the Authority Matrix. Both Parties shall be responsible for ensuring that all Controlled Documents remain current and fit for purpose.
- 9.5 The Parties acknowledge and agree that, as at the Effective Date, not all necessary Controlled Documents may have been identified. Notwithstanding Paragraph 9.2, until the date falling two (2) months after the Effective Date, Supplier shall maintain a version of Annex 3 as a Controlled Document (the "**Annex 3 Controlled Version**"). Documents may be added or removed from the list of documents in the Annex 3 Controlled Version using the process in Paragraph 9.4 and the Annex 3 Controlled Version shall take precedence over the version in this executed Agreement. After the expiry of two (2) months from the Effective Date the Parties shall execute a Change Control Note incorporating the then current Annex 3 Controlled Version into this Agreement, and from that date onwards any changes to

the list of Controlled Documents shall only be valid if made to Annex 3 via a validly executed Change Control Note in accordance with the Change Control Procedure (described in Paragraphs 4 to 12 of this Schedule 8.2).

10 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 Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

ANNEX 3

Controlled Documents and Authority Matrix

Document	Review Board	Authority	Supplier	Class
List of Policies, Standards and Guidelines	Technical Board	NHS ESR Director of Operations and Development	IBM CTO and Design Authority Lead	A (Schedule 2.3)
List of Authorised Service Locations	Performance Management Board	NHS ESR Director of Operations and Development	ESR Programme Delivery Executive	A (Schedule 4.1)
List of Approved Sub-Contractors	Commercial Meeting	NHS ESR Head of Finance and Commercials	IBM Commercial Lead	A (Schedule 4.4)
Key Personnel	Programme Board	NHS ESR Director of Operations and Development	ESR Programme Delivery Executive	A (Schedule 9.2)
ESR Baseline Requirements (ESR - NHS0118)	Programme Board	NHS ESR Director of Operations and Development	ESR Programme Delivery Executive	A (Schedule 2.1 Annex 3)
ESR Interface Inventory (NHS0173)	Programme Board	NHS ESR Director of Operations and Development	ESR Programme Delivery Executive	A (Schedule 2.1 Annex 4)
Transition Plan (WPT-007)	Joint Project Board (Transition)	NHS ESR Transition Lead	IBM Transition Manager	B (Schedule 6.1 Annex 1)
Transition Quality Plan (WPT-004)	Joint Project Board (Transition)	NHS ESR Transition Lead	IBM Transition Manager	B

Document	Review Board	Authority	Supplier	Class
Governance Plan (WPC-001)	Programme Board	NHS ESR Programme Director	ESR Programme Delivery Executive	B
Data Retention Policy (WPC-003)	Technical Board	NHS ESR Programme Director	ESR Chief Technology Officer	B
Security Management Plan (WPC-004)	Technical Board	NHS ESR Programme Director	ESR Chief Technology Officer	B
Data Governance Charter (WPC-005)	Technical Board	NHS ESR Programme Director	ESR Chief Technology Officer	B
ESR Quality Plan for Operate and Enhance (WPC-006)	Performance Management Board	NHS ESR Director of Operations and Development	ESR Programme Delivery Executive	B
Disengagement Plan (WPC-008)	Programme Board	NHS ESR Programme Director	ESR Chief Technology Officer	B
Performance Indicator Control Document (PICD) (WPC-009)	Performance Management Board	NHS ESR Director of Operations and Development	ESR Commercial Business Office Lead	B
Business Continuity and Disaster Recovery Plan (WPC-012)	Programme Board	NHS ESR Programme Director	ESR Programme Delivery Executive	B
Programme Overview Plan	ESR Programme Board	NHS ESR Programme Director	ESR Programme Delivery Executive	A (Schedule 6.1 Annex 2)
WP1 & 2 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)

Document	Review Board	Authority	Supplier	Class
		Development		
WP3 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP4 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP5 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP6 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP7&8 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP9 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B (Schedule 6.1 Annex 2)
WP10 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
WP11 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B

Document	Review Board	Authority	Supplier	Class
WP12 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
WP13 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
WP14 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
WP15 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
WP16 Project Plan (Detailed)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	B
User Interface Overview (WPE-002)	ESR Enhance Board	NHS ESR Director of Operations and Development	ESR Chief Technology Officer	A (Schedule 6.1 Annex 9)
Anticipated Savings Assumptions (WPE-003)	Performance Management Board	NHS ESR Director of Operations and Development	ESR Enhance Delivery Lead	A (Schedule 7.6 Annex 1)
Financial Templates	Commercial Meeting	NHS ESR Head of Finance and Commercials	IBM Commercial Lead	A (CD1)
Financial Model Operating	Commercial	NHS ESR Head of Finance and	IBM Commercial Lead	A (CD1)

Document	Review Board	Authority	Supplier	Class
Manual	Meeting	Commercials		
Financial Model Record of Assumptions	Commercial Meeting	NHS ESR Head of Finance and Commercials	IBM Commercial Lead	A
Release Plan (WPC-002)	Performance Management Board	NHS ESR Director of Operations and Development	ESR Commercial Business Office Lead	B
Service Volumetrics (WPC-011)	Technical Board	NHS ESR Programme Director	ESR Chief Technology Officer	B

For the purpose of this Annex 3 to Schedule 8.2 (Change Control Procedure), those Controlled Documents marked as Class A are those documents for which a baseline document is already inserted in the Agreement. Controlled Documents marked as Class B are documents where the Parties have agreed the content and the timing for delivery but where a baseline document does not yet exist.