

Schedule 8

Change Control Process

1. Principles

- 1.1 Where the Authority or the Supplier sees a need to change this Contract or the Services provided under it, the Authority may at any time request and the Supplier may at any time recommend, such change in accordance with the Change Control Process set out in paragraph 2 of this Schedule 8.
- 1.2 The parties agree that no change to the Contract shall occur or be deemed to have occurred through course of conduct or otherwise, but only through the application of the provisions of this Schedule 8. No amendments to the Contract shall be valid unless they have been agreed in writing on behalf of the Authority and the Supplier.
- 1.3 Until such time as a change is made in accordance with this Change Control Process, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms prior to such change.
- 1.4 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant change shall be without prejudice to the rights of either party.
- 1.5 Any work undertaken by the Supplier which has not been authorised in advance by a change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 10, shall be undertaken entirely at the expense and liability of the Supplier.
- 1.6 It is the responsibility of the business owner to assure that they have approval from the necessary senior responsibility/budget officer and Cabinet Office, DHSC where applicable. For further information please see [Government regulated commercial business case approvals](#)

2. Procedures

- 2.1 Discussion between the Authority and the Supplier concerning a change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Contract by the Authority; or
 - (c) a recommendation to change this Contract by the Supplier.
- 2.2 Where a written request for an amendment is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three (3) weeks of the date of the request.
- 2.3 A recommendation to amend this Contract by the Supplier shall be submitted directly to the Authority in the form of two (2) copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three (3) weeks.
- 2.4 Each Change Control Note shall be in the form set out below.
- 2.5 For each Change Control Note submitted by the Supplier, the Authority shall within the period of the validity of the Change Control Note:

(a) allocate a sequential number to the Change Control Note; and

(b) evaluate the Change Control Note and, as appropriate:

(i) request further information; or

(ii) arrange for two (2) copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or

(iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this Contract.

2.7 The final decision as to whether to accept or reject a Change Control Note will rest with the Authority provided that the Authority will act reasonably and in good faith when making such determination and decision.

Any changes to this Contract, including to the Services, shall be recorded and agreed in the Change Control Notification form detailed below:

Any changes to this Contract, including to the Services, shall be recorded and agreed in the Change Control Notification form detailed below:

CCN Number:

Title of Change	Extension to existing Lead employer Contract –Torbay GP Training
Service Line	PGMDE
Operations Lead	████████
HEE originator	████████

Change Control Notice (CCN to the following agreement:		
Agreement name		Date of Agreement
Agreement Between Health Education England (The Authority) and Torbay and South Devon NHS Foundation Trust (The Lead employer) for the Provision of Human Resources and Payroll Services		15/5/2020
Initial Contract Expiry Date	Date CCN Raised	New Expiry date with CCN
31.3.2021 – Extended to 31.3.2022	26.01.2023	31.3.2024

Contact Information for the proposed change	
Originator	Other Party
Name: ██████████	Name: ██████████
Company: Health Education England	Company: Torbay and South Devon NHS Foundation Trust
Telephone: ██████████	Telephone:
Email: ██████████	Email: ██████████

Clauses and Schedules affected

Date extended to 31.3.2024

Cost per trainee increased from [REDACTED] from 1.4.2023 through to 31.3.2024

Associated Change Control Notices

CCN No.	Name of Agreement	Date of Agreement

Reason for change**Changes to contract charges and revised payment schedules**

Change requested is extension to extend date of previous agreement.

Payment and Terms and conditions to remain the same until 31.3.2023 then cost per trainee to increase from [REDACTED] for period 1.4.2023 to 31.3.2024 all other T&Cs to remain the same as original SLA/Contract.

Impact of change on other agreement provisions

NA

Timetable for implementation

Signed agreement to be returned by 16th February 2023

Acceptance

Signed for and on behalf of:
Health Education England

Signed: [REDACTED]

Print Name: [REDACTED]

Title: [REDACTED]

Primary Care Dean Southwest

Date: 09/03/23

Signed for and on behalf of:

Torbay and South Devon NHS
Foundation Trust

Signed: [REDACTED]

Print name: [REDACTED]

Title: Medical Workforce Service Manager

Date: 8 March 2023