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CH Framework Agreement
Schedule 6.2 (Change Control Procedure)

Crown Hosting Framework Agreement

Schedule 6.2

Change Control Procedure

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1. General Principles of Change Control Procedure

1.1 This Schedule sets out the procedure for dealing with:

- (a) Framework Contract Changes;
- (b) Framework Fast-track Changes; and
- (c) changes to Framework Contract Controlled Documents.

1.2 Under this Change Control Procedure:

- (a) either Party may request a Framework Contract Change, which they shall initiate by issuing a Framework Change Request in accordance with paragraph 3 (Framework Change Request);
- (b) the Supplier will assess and document the potential impact of a proposed Framework Contract Change in accordance with paragraph 4 (Framework Impact Assessments) before the Framework Contract Change can be either approved or implemented;
- (c) the Framework Authority shall have the right to request amendments to a Framework Impact Assessment, approve it or reject it in the manner set out in paragraph 5 (Framework Authority's Right of Approval);
- (d) the Supplier shall have the right to reject a Framework Change Request solely in the manner set out in paragraph 6 (Supplier's Right of Approval);
- (e) no proposed Framework Contract Change shall be implemented by the Supplier until such time as a Framework Change Authorisation Note has been signed by the Framework Authority and the Supplier in accordance with paragraph 5.2;
- (f) if the circumstances or nature of a proposed Framework Contract Change mean that the Framework Authority identifies it as a Framework Fast-track Change in the Framework Change Request then it shall be processed in accordance with Paragraph 7 (Framework Fast-track Changes); and
- (g) the Parties shall act reasonably in designing, processing and agreeing any Framework Change Request and implementing any Framework Contract Changes.

1.3 Until such time as a Framework Change Authorisation Note has been signed by the Framework Authority and the Supplier in accordance with paragraph 5.2, then:

- (a) unless the Parties expressly agree otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Framework Agreement and the relevant Call-Off Agreements as if the proposed Framework Contract Change did not apply; and

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

1.4 The Supplier shall:

- (a) within ten (10) Working Days of the Framework Authority's signature and issue of a Framework Change Authorisation Note, deliver to the Framework Authority a copy of this Framework Agreement updated to reflect all Framework Contract Changes agreed in the relevant Framework Change Authorisation Note and annotated with a reference to the Framework Change Authorisation Note pursuant to which the relevant Framework Contract Changes were agreed; and
- (b) thereafter provide the Framework Authority with such further copies of the updated Framework Agreement as the Framework Authority may from time to time request.

2. **Costs**

- 2.1 Subject to paragraph 2.3, each Party shall bear its own costs in relation to this Change Control Procedure.
- 2.2 The Supplier will only be entitled to increase the Charges if it can demonstrate in the Framework Impact Assessment that the proposed Framework Contract Change requires additional resources and, in any event, any change to the Charges resulting from the Framework Contract Change (whether the Framework Contract 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 Framework Contract Change.
- 2.3 If a Framework Contract Change is required as a result of any error or default by the Supplier, the Customer's costs shall be paid for by the Supplier.

3. **Framework Change Request**

- 3.1 Either Party may issue a Framework Change Request to the other Party at any time during the Framework Term. The Framework Change Request shall be substantially in the form of Appendix 1 to this Schedule. Framework Change Requests shall state whether the Framework Authority considers the proposed Framework Contract Change to be a Framework Fast-track Change.
- 3.2 If the Supplier issued the Framework Change Request, then it shall also provide a Framework Impact Assessment to the Framework Authority.
- 3.3 If the Framework Authority issues the Framework 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 Framework Change Request an estimate ("**Framework Impact**

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Assessment Estimate") of the cost of preparing a Framework Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Framework Impact Assessment to be received by the Framework Authority within ten (10) Working Days of acceptance of the Framework Impact Assessment Estimate or within any longer time period agreed by the Framework Authority.

- 3.4 If the Framework Authority accepts a Framework Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Framework Impact Assessment to the Framework Authority as soon as is reasonably practicable and in any event within the period agreed in the Framework Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Framework Change Request before it can deliver the Framework Impact Assessment, then it shall promptly make a request for clarification to the Framework Authority and provided that sufficient information is received by the Framework 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 Framework Impact Assessment shall be extended by the time taken by the Framework Authority to provide that clarification. The Framework Authority shall respond to the request for clarification as soon as is reasonably practicable.

4. **Framework Impact Assessments**

- 4.1 Each Framework Impact Assessment shall be completed in good faith and shall include:

- (a) details of the proposed Framework Contract Change including the reason for the Framework Contract Change;
- (b) details of the impact of the proposed Framework Contract Change on the Services and the Supplier's ability to meet its other obligations under this Framework Agreement;
- (c) any variation to the terms of this Framework Agreement that will be required as a result of that impact, including changes to:
 - (i) the Service Description and Service Levels;
 - (ii) the format of Framework Authority Data or Customer Data;
 - (iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - (iv) other services provided by third party contractors to the Framework Authority, Customers or Service Recipients, including any changes required by the proposed Framework Contract Change to the Framework Authority's IT infrastructure;

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- (d) details of the cost of implementing the proposed Framework Contract Change;
 - (e) details of the on-going costs required by the proposed Framework 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 testing and validating the Framework Contract Change;
 - (g) details of how the proposed Framework Contract Change will ensure compliance with any applicable Change in Law or Carbon Change in Law; and
 - (h) such other information as the Framework Authority may reasonably request in (or in response to) the Framework Change Request.
- 4.2 If the Framework Contract Change would involve the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Framework Impact Assessment shall also be subject to Clause 25 (Protection of Personal Data) of the Standard Terms.
- 4.3 Subject to paragraph 4.4 the Framework Authority shall review the Framework Impact Assessment and shall respond to the Supplier in accordance with paragraph 5 (Framework Authority's Right of Approval) within 15 Working Days of receiving the Framework Impact Assessment.
- 4.4 If the Framework Authority reasonably considers that it requires further information regarding the proposed Framework Contract Change so that it may properly evaluate the Framework Change Request and the Framework Impact Assessment, then within five (5) Working Days of receiving the Framework Impact Assessment, it shall notify the Supplier and detail the further information that it requires. The Supplier shall then re-issue the relevant Framework Impact Assessment to the Framework Authority within ten (10) Working Days of receiving such notification. At the Framework Authority's discretion, the Parties may repeat the process described in this paragraph 4.4 until the Framework Authority is satisfied that it has sufficient information to properly evaluate the Framework Change Request and Framework Impact Assessment.
- 4.5 The calculation of costs for the purposes of paragraphs 4.1(d) and 4.1(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 Framework Impact Assessment;

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- (e) include evidence of the cost of any assets required for the proposed Framework Contract Change; and
- (f) include details of any new Sub-contracts necessary to accomplish the proposed Framework Contract Change.

5. Framework Authority's Right of Approval

5.1 Within 15 (fifteen) Working Days of receiving a Framework Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to paragraph 4.4, the Framework Authority shall evaluate the Framework Change Request and the Framework Impact Assessment and shall do one of the following:

- (a) approve the proposed Framework Contract Change (save that where the Framework Change Request would amend the Standard Terms, such Framework Change Request shall also require the approval of the Contract and Operations Board), in which case the Parties shall follow the procedure set out in paragraph 5.2 below;
- (b) in its absolute discretion reject the Framework Contract Change, in which case it shall notify the Supplier of the rejection. The Framework Authority shall not reject any proposed Framework Contract Change to the extent that the Framework Contract Change is necessary for the Supplier or the Services to comply with any:
 - (i) Changes in Law; or
 - (ii) Carbon Changes In Law,

provided that the Supplier has complied with the requirements of clause 16.2(b) of the Framework Agreement and (in relation to (ii) above) paragraph 9.2 of Schedule 3.2 (Pricing) of the Framework Agreement. If the Framework Authority does reject a Framework 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 Framework Change Request or Framework 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 4.4, on receiving the modified Framework Change Request and/or Framework Impact Assessment, the Framework Authority shall approve or reject the proposed Framework Contract Change within ten (10) Working Days.

5.2 If the Framework Authority approves the proposed Framework Contract Change pursuant to paragraph 5.1 and the proposed Framework Contract Change has not been rejected by the Supplier in accordance with paragraph 6, then the Framework Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Framework Change Authorisation Note which it shall sign and deliver to the Framework Authority for its signature. Following receipt by the Framework Authority of the Framework Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Framework Authority's

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signature, the Framework Change Authorisation Note shall constitute a binding variation to the Framework Agreement.

6. Supplier's Right of Approval

6.1 Following a Framework Impact Assessment, if:

- (a) the Supplier reasonably believes that any proposed Framework Contract Change which is requested by the Framework Authority would:
 - (i) materially and adversely affect the risks to the health and/or safety of any person; and/or
 - (ii) require the Services to be performed in a way that infringes any Law; and/or
- (b) the Supplier demonstrates to the Framework Authority's reasonable satisfaction that the proposed Framework Contract Change is technically impossible to implement and neither the Supplier Solution nor the Service Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Framework Contract Change,

then the Supplier shall be entitled to reject the proposed Framework Contract Change and shall notify the Framework Authority of its reasons for doing so within 5 Working Days after the date on which it was obliged to deliver the Framework Impact Assessment pursuant to paragraph 3.3.

6.2 If the Supplier believes it is entitled to reject the proposed Framework Contract Change in accordance with paragraph 6.1 above, the Supplier shall, at the same time as its notice, provide the Framework Authority with reasonable alternative suggestions to allow the Framework Authority to achieve the desired outcome of the proposed Framework Contract Change without rejection by the Supplier in accordance with paragraph 6.1. Where required by the Framework Authority, any such suggestions shall be implemented through this Change Control Procedure.

7. Framework Fast-track Changes

7.1 The Parties acknowledge that in order to ensure operational efficiency, there may be circumstances where it is desirable to expedite the Framework Contract Change process set out above.

7.2 If:

- (a) the total number of Framework Contract Changes in relation to which this Framework 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 Framework Contract Change over the remaining Framework Term does not exceed REDACTED and the proposed

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Framework Contract Change is not significant (as determined by the Framework Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of 15 (fifteen) 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.

- 7.3 The Parties may agree in writing to revise the parameters set out in paragraph 7.2 from time to time or that the Framework Fast-track Change procedure shall be used in relation to a particular Framework Contract Change notwithstanding that the total number of Framework Contract Changes to which such procedure is applied will then exceed four (4) in a 12 (twelve) month period.

8. Framework Document Change Procedure

- 8.1 Version 1.0 of each Framework Contract Controlled Document shall be the first version of each Framework Contract Controlled Document that is agreed between the Parties.

- 8.2 Changes to Framework Contract Controlled Documents shall be made in accordance with the procedure set out in respect of that Framework Contract Controlled Document in this Framework Agreement or in the Framework Contract Controlled Document itself. If no such procedure is provided, a change to a Framework Contract Controlled Document shall be made in accordance with the procedure in paragraph 8.3.

- 8.3 Changes to Framework Contract Controlled Documents shall:

- (a) only be effective when signed by an authorised representative of each Party listed in the relevant Framework Contract Controlled Document and, unless and until so approved and given an appropriate version number, shall constitute draft documents only; and
- (b) be recorded by issuing a new version of the relevant Framework Contract Controlled Document to all appropriate personnel of both Parties, including relevant Customers and Service Recipients, signed by the authorised representative referred to in paragraph 8.3(a).

- 8.4 Upon:

- (a) a new Framework Contract Controlled Document being agreed; and/or
- (b) the Parties agreeing that an existing Framework Contract Controlled Document should no longer be classified as a Framework Contract Controlled Document,

the information in Appendix 4 (Framework Contract Controlled Documents) shall promptly be updated accordingly.

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- 8.5 Any change to a Framework Contract Controlled Document under this paragraph 8.3 which gives rise to any Framework Contract Change other than as described in this paragraph 8.3 shall be processed as a Framework Contract Change in accordance with the Change Control Procedure.

9. **Communications**

For any Framework Change Communication to be valid under this Schedule, it must be sent to either the Framework Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) of the Framework Agreement shall apply to a Framework Change Communication as if it were a notice.

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Appendix 1

Framework Request for Change

Framework Agreement

Framework Request for Change No. []

SECTION 1: ADMINISTRATIVE MATTERS

1. Change Title		
2. Type of Framework Contract Change	☐ Framework Contract Change ☐ Framework Fast-track Change	
3. Requesting Party	Framework Authority ☐ Supplier ☐	
4. Date Raised		
5. Date by which Framework Contract Change needs to implemented		

SECTION 2: REQUESTING PARTY CONTACT DETAILS

1. Name		
2. Position		
3. Organisation		
4. Email		
5. Telephone	Desk:	Mobile:

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SECTION 3: DETAILS OF FRAMEWORK CONTRACT CHANGES PROPOSED

[Guidance Note: It is essential that each proposed change is documented. Please provide details to enable the change to be impact assessed. Please provide the following information:]

Framework Contract Change required:

Reason for the Framework Contract Change:

Impact of not implementing the Framework Contract Change:

Any known dependencies/constraints:

Any related Framework Change Requests:

Any further relevant information:

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SECTION 4: JUSTIFICATION / BENEFITS OF FRAMEWORK CONTRACT CHANGE

1. Please provide full details of the justification or benefits that would result from the agreement and subsequent implementation of this Framework Change Request.

SECTION 5: AUTHORISATION

1. Signature		
2. Name		
3. Position		
4. Date		
5. Organisation		
6. Email		
7. Telephone	Desk:	Mobile:

SECTION 6: FOR COMPLETION BY SUPPLIER

Is further information required to progress to a Framework Impact Assessment ("Framework IA")?

Yes ☐ No ☐

If Yes please clarify what further information is required:

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Signed for and on behalf of the [Supplier][Framework Authority]:

Signature:

Print Name:

Position:

Date:

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Appendix 2

Framework Impact Assessment Form

Framework Agreement

Framework Impact Assessment of Framework Request for Change No. [●]

SECTION 1: EXECUTIVE SUMMARY

1. To the best of your knowledge, information and belief, would implementation of the Framework Change Request:
 - a. have an adverse impact on delivery of the Services: Yes ☐ No ☐
 - b. result in a change to the price of the Services: Yes ☐ No ☐
 - c. alter any interfaces with third party systems or services: Yes ☐ No ☐
 - d. create any new Framework Authority Responsibilities: Yes ☐ No ☐
 - e. require the Framework Authority or any Customer to give any new warranties, representations, undertakings and/or indemnities: Yes ☐ No ☐
2. Please provide a short summary of the impact that the implementation of the Framework Change Request would have on the Framework Agreement and each Call-Off Agreement and the Services (include details of any impact on delivery timescales, price and risk):

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SECTION 2: BENEFIT STATEMENT

Does the implementation of the Framework Change Request deliver the benefits anticipated:

Yes ☐ No ☐

If No, please confirm that your technical proposal fully implements the Framework Change Request and shall not have an adverse impact on the Services or the business of the Framework Authority or any Customer or Service Recipient. Please also provide details of the reason why the Framework Change Request will not deliver the benefits anticipated and suggest how such benefits could be realised.

SECTION 3: SUPPLIER'S TECHNICAL PROPOSAL

[Guidance Note: Please note that this section is intended to be a technical description of how you would implement the Framework Contract Change. The contractual changes required to give effect to the Framework Contract Change are to be set out in Sections 4 and 5 of this Framework Impact Assessment.]

Please provide full details of how you would implement the Framework Change Request and the impact implementing the change would have. These details are to include:

- a. Details of the Framework Contract Change solution including any dependencies
- b. Risks and impacts
- c. Interfaces impacted
- d. Cost (to be broken down by rate card)
- e. Proposed date for implementation
- f. Expiry date of Framework

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SECTION 4: DETAILS OF IMPACT ON THE FRAMEWORK AGREEMENT

Clauses

Is any amendment required to the Clauses of the Framework Agreement: Yes ☐ No ☐. If Yes, please provide details of each proposed change to the Clauses.

Proposed Change 1.

[Guidance Note: Provide the Clause number and details of the changes to be made to that Clause and any defined terms and details of the changes to be made to those defined terms.]

Schedules

Is any amendment required to the Schedules to the Framework Agreement: Yes ☐ No ☐. If Yes, please provide details of each change proposed to the Schedules:

Proposed Change 1.

[Guidance Note: Provide the Schedule and paragraph number and details of the changes to be made to that paragraph, and any defined terms and details of the changes to be made to those defined terms.]

SECTION 5: DETAILS OF IMPACT ON THE CALL-OFF AGREEMENTS

Clauses

Is any amendment required to the Clauses of any Call-Off Agreement: Yes ☐ No ☐. If Yes, please provide details of each proposed change to the Clauses.

Proposed Change 1.

[Guidance Note: Provide the Clause number and details of the changes to be made to that Clause and any defined terms and details of the changes to be made to those defined terms.]

Schedules

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Is any amendment required the Schedules to any Call-Off Agreement: Yes ☐ No ☐. If Yes, please provide details of each change proposed to the Schedules:

Proposed Change 1.

[Guidance Note: Provide the Schedule and paragraph number and details of the changes to be made to that paragraph, and any defined terms and details of the changes to be made to those defined terms.]

SECTION 6: COMPLIANCE STATEMENT

Was the Framework Impact Assessment completed within 10 Working Days of the Supplier's receipt of the Framework Change Request or, if the Supplier raised the Framework Change Request, was the Framework Impact Assessment delivered to the Framework Authority with the Framework Change Request: Yes ☐ No ☐. If No, please explain why the Framework Impact Assessment was not completed within the timescale required by the Framework Agreement.

SECTION 7: AUTHORISATION

Signed for and on behalf of the Supplier:

Signature:

Print Name and Position:

Date:

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Appendix 3

Framework Change Authorisation Note

Framework Agreement

Framework Change Authorisation Note for Request for Framework Contract Change No. []

SECTION 1: ADMINISTRATIVE MATTERS

1. Framework Contract Change Title		
2. Type of Change	☐ Framework Contract Change ☐ Framework Fast-track Change	
3. Requesting Party	Framework Authority ☐ Supplier ☐	
4. Date Raised		
5. Framework Impact Assessment No.		
6. Date Framework Impact Assessment Received		

SECTION 2: SUMMARY OF CHANGE REQUIRED

Summary of Change		
Cost	£	
Agreed Delivery Date		

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SECTION 3: AUTHORISATION

Signed for and on behalf of the Framework Authority:

Signature:

Print Name:

Position:

Date:

Signed for and on behalf of the Supplier:

Signature:

Print Name:

Position:

Date:

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Appendix 4

Appendix 4 Framework Contract Controlled Documents

1. Security Management Plan
2. BCDR Plan
3. DCPPP