



Home Office

AUTHORITY: The Secretary of State for the Home Department

**SCHEDULE 10**  
**CHANGE CONTROL PROCEDURES**

Front End Services (FES) UK

**CONTENTS**

1. INTRODUCTION .....	2
2. PROCEDURE FOR CHANGES .....	2
3. CHANGE REQUESTS .....	2
4. IMPACT ASSESSMENT .....	4
5. AUTHORITY'S OPTIONS AFTER EVALUATION .....	5
6. CHANGE AUTHORISATION NOTE .....	5
7. SUPPLIER'S RIGHT TO REJECT THE CHANGE .....	6
8. FORWARD SCHEDULE OF CHANGE .....	6
9. COMMUNICATIONS .....	8
ANNEX 10-1 CHANGE REQUEST FORM .....	9
ANNEX 10-2 IMPACT ASSESSMENT FORM .....	10
ANNEX 10-3 CHANGE AUTHORISATION NOTE .....	12

## **1. INTRODUCTION**

- 1.1 This Schedule sets out the procedure to be used by the parties to process changes to the Contract Agreement.

## **2. PROCEDURE FOR CHANGES**

- 2.1 Either Party may propose a Change by issuing a completed Change Request to the other. The Change Request shall be substantially in the form of Annex 10-1 to this Schedule.
- 2.2 Any proposed Change shall not be authorised, and the Supplier shall not implement any proposed Change, unless and until the relevant Change Authorisation Note has been signed by the Authority's Contract Manager.
- 2.3 Any discussions, negotiations or other communications which may take place regarding Contract Change Requests between the Authority and the Supplier in connection with a proposed Change, including any Change Request, Impact Assessment and/or Change Authorisation Note, shall be without prejudice to each Party's other rights under this Contract Agreement.
- 2.4 Each Party acknowledges the need and undertakes to act reasonably and in good faith at all times in relation to the proposal, consideration, approval and rejection of a Change Request.
- 2.5 Each Party shall be responsible for its own costs and expenses incurred in the preparation and assessment of Change Requests, Impact Assessments and/or Change Authorisation Notes.

## **3. CHANGE REQUESTS**

- 3.1 The Change Control Procedure will apply to two different types of Change Requests, Contract Change Requests and Operational Change Requests; both of which are to be managed in accordance with this Schedule.
- 3.2 If the Supplier issues a Change Request (for either Contract or Operational Change.), it shall provide an Impact Assessment to the Authority as soon as reasonably practicable, but in any event within ten (10) Working Days of issuing the Change Request.
- 3.3 If the Authority issues the Contract Change Request (for either Contract or Operational Change.) then the Supplier shall, subject to Paragraph 3.3, provide an Impact Assessment to the Authority as soon as reasonably practicable, but in any event within ten (10) Working Days of the date of receiving the Change Request from the Authority.

- 3.4 If the Supplier requires any clarification of a Change Request issued by the Authority, it shall promptly notify the Authority and provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification. The time period for completion of the relevant Impact Assessment shall be extended by the time taken by the Authority to provide those clarifications.
- 3.5 The Supplier shall include all Operational Change Requests in a Forward Schedule of Change as set out in Paragraph 4. Where the Supplier is of the opinion that the Operational Change Request is an Unplanned Operational Change, the Supplier shall indicate that in the Operational Change Request and indicate whether it considers it to be a Late Notice Operational Change or an Emergency Operational Change.

#### **Authority Initial Review and Determination of Category of Change**

- 3.6 Upon its creation of or within five (5) Working Days after receipt of the Change Request (if originated by the Supplier) the Authority shall undertake an "Initial Review" as follows:
- a) The Authority shall review the Change Request to determine whether it is a Contract Change, Planned Operational Change or Unplanned Operational Change. The determination of the categorisation of the Operational Change Request as either Planned or Unplanned shall be made by the Authority in its sole discretion;
  - b) For any determination that the Operational Change Request is an Unplanned Operational Change, the Authority shall also determine in its sole discretion whether the Unplanned Operational Change is either a Late Notice Operational Change or an Emergency Operational Change; and
  - c) Following the Authority's determination of the categorisation of the Change Request, the Authority shall notify the Supplier of that categorisation.
  - d) The Supplier will not be entitled to increase the Charges as a result of an Operational Change.

- 3.7 Where the Supplier has queries regarding the Change, within two (2) Working Days after the Supplier's receipt of the Authority's Initial Review pursuant to Paragraph 3.6, the Supplier shall send any queries it may have on the Initial Review in writing to the Authority.
- 3.8 For each Change Request, the Supplier shall provide an Impact Assessment in accordance with Paragraph 4.

#### **4. IMPACT ASSESSMENT**

- 4.1 The Impact Assessments form shall substantially be in the form of Annex 10-2 to this schedule. Each Impact Assessment shall include:
- 4.1.1 details of the proposed Change, including the reason for the Change;
  - 4.1.2 details of the impact of the proposed Change on the Statement of Requirements and the Supplier's ability to meet its other obligations under this Contract;
  - 4.1.3 and any variation to the terms of this Contract Agreement that will be required as a result of that impact including, without limitation, changes to:
    - a) the Authority's Statement of Requirements;
    - b) the Detailed Implementation Plan; and
    - c) any other timetable previously agreed by the Parties;
  - 4.1.4 details of any proposed increase or reduction in the Service Charges; and
  - 4.1.5 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 4.2 Subject to Paragraph 4.3, the Authority shall review the Impact Assessment and, within ten (10) Working Days of receiving of the Impact Assessment, it shall respond to the Supplier in accordance with Paragraph 5.
- 4.3 If the Authority requires further information regarding the proposed Change so that it may properly evaluate the Change Request and/or 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 update and re-issue the relevant Impact Assessment to include such additional information, to the Authority within five (5) Working Days from receiving such notification. The Parties shall repeat the process described in this Paragraph until the Authority is reasonably satisfied that it has sufficient information to evaluate properly the

## Change Request and Impact Assessment.

### **5. AUTHORITY'S OPTIONS AFTER EVALUATION**

- 5.1 Within thirty (30) Working Days of receiving the Impact Assessment from the Supplier or within twenty (20) Working Days of receiving the further information that it may request pursuant to Paragraph 4.3, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
  - 5.1.1 approve the proposed Change, in which case the Authority and the Supplier shall follow the procedure set out in Paragraph 6;
  - 5.1.2 in its absolute discretion, reject the proposed Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Change to the extent that the proposed Change is necessary for the Supplier or the Services to comply with any changes to Law. If the Authority does reject a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
  - 5.1.3 require the Supplier to modify, where reasonable, the Change Request and/or Impact Assessment, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.3, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the Change within five (5) Working Days.

### **6. CHANGE AUTHORISATION NOTE**

- 6.1 If the Authority approves the Agreement Change pursuant to Paragraph 5.1.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall within five (5) Working Days of the Authority's approval prepare two (2) copies of a Change Authorisation Note in substantially the same form as that provided in Annex 10-3, which it shall sign and deliver to the Authority for its signature.
- 6.2 Following receipt by the Authority of a valid and accurate Change Authorisation Note signed by the Supplier, the Authority shall sign both copies and return one (1) copy to the Supplier.
- 6.3 On the Authority's signature, the Change Authorisation Note shall constitute a binding variation to this Contract Agreement.
- 6.4 Where the Authority considers that any updated Agreement provided by the Supplier in accordance with Schedule 10 does not reflect such Contract

Changes agreed in the relevant Change Authorisation Note, the Authority may request that the Supplier updates the Agreement and re-submits it to the Authority within ten (10) Working Days of the Authority's request.

## **7. SUPPLIER'S RIGHT TO REJECT THE CHANGE**

- 7.1 The Supplier shall be obliged to accept all Change Requests presented by the Authority save that, if following an Impact Assessment and Evaluation, the Supplier believes, acting reasonably, that implementing any such Change Request would:
  - 7.1.1 materially and adversely affect the risks to the health and safety of any person;
  - 7.1.2 require the Services to be performed in a way that infringes any Law of the United Kingdom or the law in any other applicable jurisdiction where the Chargeable Services are received; and/or
  - 7.1.3 demonstrate to the Authority's reasonable satisfaction that it is technically impossible to implement the proposed Agreement Change
- 7.2 Pursuant to Paragraph 7.1 the Supplier shall be entitled to reject the Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days of the date on which it is obliged to deliver the Impact Assessment in accordance with Paragraph 3.3 of this Schedule 10.
- 7.3 The Supplier's right to reject the changes shall be limited when change is required to remedy adverse audit finding or changes within the Authority's policies, in accordance with the Terms and Conditions.

## **8. FORWARD SCHEDULE OF CHANGE**

- 8.1 The Supplier shall develop and maintain a forward schedule which sets out on a monthly basis all proposed or in-progress Changes and Change Requests for each rolling twelve (12) month period during the Term to include the following minimum information:
  - 8.1.1 Change Request Number allocated by the Authority to each Change Request;
  - 8.1.2 categorisation of each Operational Change Request as either a Planned Operational Change or an Unplanned Operational Change; and
  - 8.1.3 for each Unplanned Operational Change whether it is categorised as a Late Notice Operational Change or an Emergency Operational Change;
  - 8.1.4 a description of the Change and the purpose/reasons of the Change

- including any key business drivers;
  - 8.1.5 approval status of the Change Request;
  - 8.1.6 an assessment of risks to the Services presented by implementing the Change and also an assessment of the risks associated with not implementing the Change;
  - 8.1.7 the identity of the party (Supplier or Authority or Other ESN Supplier) who originated the Change;
  - 8.1.8 an assessment of the Services affected as a result of the Change (proposed and Post Implementation Review of the Change to Services);
  - 8.1.9 an assessment of the User Organisations affected as a result of the Change;
  - 8.1.10 the date of the Change Request;
  - 8.1.11 the target release/completion date for the implementation and completion of the Change including the timeframe for the Post Implementation Review;
  - 8.1.12 a summary of the Change Request Logs;
  - 8.1.13 proposals to address any operational impacts as a result of proposed Changes and any Change Implementation Plan including detailing for resource and testing (if any); and
  - 8.1.14 such other additional information as the Authority may reasonably require from time to time.
- 8.2 The Supplier shall provide in writing to the Authority the updated Forward Schedule of Change at least five (5) Working Days in advance of each meeting of the Change Management Board in accordance with Schedule 8 (**Governance and Contract Management**) of this Agreement.
- 8.3 The Authority shall review all Change Requests and the Forward Schedule of Change as part of formal governance pursuant to Schedule 8 (**Governance and Contract Management**) and determine in its sole discretion whether any Services affecting Operational Change Requests scheduled for implementation has the potential to impact an operation of any Service (including, for example, without limitation, events, demonstrations, and security operations).
- 8.4 Where the Authority determines, whether or not pursuant to Paragraph 8 that any Change set out in the Forward Schedule of Changes or any current Change Request will or is likely to have a significant effect upon the operational capability or operation of the Authority, then the Authority may notify the Supplier in writing that it requires the rescheduling of any Changes



which are scheduled on the Forward Schedule of Changes at any time up to the scheduled start of the Change. The Authority will submit a notification to reschedule a Change via the Contract Board. The Supplier shall reschedule the Change on the Forward Schedule of Change at no additional cost to the Authority.

- 8.5 Where the Authority determines that a Change Request should be re-categorised, then the Authority may notify the Supplier in writing that it requires the re-categorisation of any Changes which are scheduled on the Forward Schedule of Changes.

## 9. COMMUNICATIONS

- 9.1 For any Change communication to be valid under this Schedule, it must be sent to either the Authority's Representative or the Supplier's Representative, as applicable, under Schedule 11 (**Representatives and Key Personnel**). The provisions of Clause 40 shall apply to a Change communication as if it were a notice.

**ANNEX 10-1 CHANGE REQUEST FORM**

CR No.	Title (including prefix : Contract or Operational Change)	Required by Date	
Action	Name	Date	
Raised By:			
Area(s) Impacted:			
Assigned for Impact Assessment by:			
Assigned for Impact Assessment to:			
Supplier reference no.:			
Full description of requested Change			
Details of any proposed alternative scenarios			
Reasons for and benefits and disadvantages of requested Change			
Signature of requesting Change Owner			
Date of Request			

**ANNEX 10-2 IMPACT ASSESSMENT FORM**

CR No.	Title (including prefix : Contract or Operational Change)	Date Raised:
Required by Date		
Detailed description of Change for which Impact Assessment is being prepared and details of any related Changes		
Proposed adjustment (if any) to the Fees paid by Applicants from the date of the Change		
Details of any proposed amendments to the Authority's Requirements		
Details of any Service Levels affected		
Details of any Service impact		
Recommendations		

Estimated timescale for implementation		
Signed by		
Impact Assessment completed by:		
Signature:		Date:
Additional details surrounding decision (optional field)		

**ANNEX 10–3 CHANGE AUTHORISATION NOTE**

CR No.	Title: (including prefix : Contract or Operational Change)	Date raised:	Raised by:
	Required by date		
Details of linked Change Requests and Change Authorisation Notes			
Detailed Description of Change			
Estimated timescales for implementation			
Details of any dependencies (including any required input from the requesting Party)			
Details of resulting deliverables			
Details of any training of personnel required (including any documentation to be produced and any testing to be applied).			
Agreement Change Authorisation (Yes/No)			

Authorisation		
Signature:		Date:
Signature:		Date:
Additional details surrounding decision (if required)		