

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

CPS PRINT SERVICES

CALL OFF SCHEDULE 12: CHANGE CONTROL PROCEDURE

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1. INTRODUCTION

- 1.1 This Call Off Schedule 12 sets out the procedure for dealing with Changes. This Call Off Schedule 12 does not apply to operational changes or fulfilment of Service Catalogue requests, which follows the separate processes agreed by the Parties.
- 1.2 The Parties shall adhere to this Call Off Schedule 12 (including the Managing CCRs Policy as referenced in this Call Off Schedule 12) in relation to Changes. The Supplier acknowledges and agrees that the Customer is entitled to amend the Managing CCRs Policy from time to time following consultation, cooperation and discussions with the Supplier and Agency Manager prior to issuing any amendments to the Managing CCRs Policy. Such amended Managing CCRs Policy shall apply from the date it is issued to the Supplier and Agency Manager. For the avoidance of doubt, such changes to the Managing CCRs Policy by the Customer are not required to be agreed via this Call Off Schedule 12.
- 1.3 In the event of any conflict between the Managing CCRs Policy and this Call Off Contract, this Call Off Contract shall prevail.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 Under this Change Control Procedure:
 - 2.1.1 either Party may request a Change which they shall initiate by issuing a Change Request;
 - 2.1.2 subject to paragraph 10 of this Call Off Schedule 12 the Supplier shall assess and document the potential impact of a proposed Change in accordance with paragraph 4 of this Call Off Schedule 12 before the Change can be either Approved or implemented;
 - 2.1.3 the Customer shall have the right to request amendments to a Change Request or Impact Assessment and Approve or reject it, in the manner set out in paragraph 5 of this Call Off Schedule 12;
 - 2.1.4 the Supplier shall have a right to raise clarifications to a Change Request in the manner set out in paragraph 3.5 of this Call Off Schedule 12;
 - 2.1.5 no proposed Change shall be implemented by the Supplier until such time as a Change Authorisation Note is binding in accordance with paragraph 5.2 of this Call Off Schedule 12; and
 - 2.1.6 if the circumstances or nature of a proposed Change mean that it is a Fast-track Change or Urgent Change then it shall be processed in accordance with paragraph 6 or paragraph 10 of this Call Off Schedule 12 as applicable.
- 2.2 Until such time as a Change Authorisation Note is binding in accordance with paragraph 5.2 of this Call Off Schedule 12, then:
 - 2.2.1 unless the Customer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Call Off Contract as if the proposed Change did not apply; and

- 2.2.2 any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Change shall be without prejudice to each Party's other rights under this Call Off Contract.
- 2.3 Save as otherwise expressly set out in the Call Off Contract, nothing in this Call Off Schedule 12 limits the Customer's rights to receive a reduction in Call Off Schedule 3 (Charges, Payment and Invoicing) as a result of a Change or the Suppliers rights to increase the Charges as a result of a Change.
- 3. CHANGE REQUEST**
- 3.1 Either Party may seek a Change at any time during the Call Off Contract Period. Unless otherwise stated in this Call Off Schedule 12, the Change Request shall be substantially in the form of Part A of Annex 1 to this Call Off Schedule 12 and must state whether the Party issuing the Change Request considers the proposed Change to be a Fast-track Change or Urgent Change.
- 3.2 If the Supplier issues the Change Request, then on receipt of the Change Request, the Customer shall submit it to the Customer Change Group for Approval to proceed to the next stage of the Change process. If such Approval to proceed is not granted, the Customer shall notify the Supplier in writing of this decision (such notification may be by e-mail). If such Approval to proceed is granted, (i) the Customer shall upload the Change Request onto the Electronic Change System; and (ii) the Supplier shall receive electronic notification from the Electronic Change System to proceed to the next step of the Change process.
- 3.3 The Supplier acknowledges that such Supplier's Change Request may be issued to the Other Suppliers (by the Customer or the Agency Manger) for review, comment and feedback.
- 3.4 If Approval to proceed has been provided in accordance with paragraph 3.2 of this Call Off Schedule 12, the Supplier shall provide an Impact Assessment to the Customer via the Electronic Change System as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other reasonable period requested by the Supplier and such request not to be unreasonably rejected by the Customer) of the date of the electronic notification provided to the Supplier from the Electronic Change System under paragraph 3.2 of this Call Off Schedule 12. The Supplier is entitled to identify in the Impact Assessment as to whether it requires the signatures of the Parties to the Change Authorisation Note in accordance with paragraph 4.1.11 of this Call Off Schedule 12.
- 3.5 If the Customer wishes to make a Change, the Customer shall issue a Change Request to the Supplier via the Electronic Change System. On receipt of such Change Request, the Supplier shall provide an Impact Assessment to the Customer via the Electronic Change System as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other reasonable period requested by the Supplier and such request not to be unreasonably rejected by the Customer) of the date of receiving the electronic Change Request, provided that if the Supplier requires any clarifications in relation to the electronic Change Request before it can deliver the Impact Assessment, then the Supplier shall promptly (from the date of receipt by the Supplier of such Change Request) notify the Customer in writing. The Customer shall respond to the request for clarifications as soon as is reasonably practicable (including in accordance with the Managing CCRs Policy document, as applicable) and the Supplier shall provide the Customer with sufficient information to enable it to understand fully the nature of the request for clarification.

3.6 The Parties acknowledge that the Impact Assessment shall be provided in accordance with paragraph 4 of this Call Off Schedule 12 and substantially in accordance with Part B of Annex 1 to this Call Off Schedule 12. The Supplier shall be responsible for uploading the Impact Assessment onto the Electronic Change System, save that if the relevant Electronic Change System is not available to the Supplier, the Supplier send the Impact Assessment to the Agency Manager who will be responsible for taking such Impact Assessment and uploading it onto the Electronic Change System.

4. IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall be completed in good faith and 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 Services and the Supplier's ability to meet its other obligations under this Call Off Contract;
 - 4.1.3 any change to the terms of this Call Off Contract that will be required as a result of that impact;
 - 4.1.4 details of the Charges of implementing the proposed Change including any payment profile;
 - 4.1.5 details of the ongoing charges required by the proposed 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;
 - 4.1.6 a timetable for the implementation (including timeline for delivering a detailed testing plan for any part of the Change which is technical in nature) and any proposals for the acceptance of the Change;
 - 4.1.7 details of how the proposed Change will ensure compliance with any change in applicable Laws and regulations;
 - 4.1.8 such other information as the Customer may reasonably request in (or in response to) the Change Request;
 - 4.1.9 an analysis of the risks arising from the implementation of the Change and a proposal as to pro-active management of the risks identified by both the Customer and the Supplier;
 - 4.1.10 the scope of any security impacts arising out of the proposed Change; and
 - 4.1.11 whether signatures of the Parties are required for the Change Authorisation Note.
- 4.2 Subject to the provisions of paragraph 4.3 of this Call Off Schedule 12, the Customer shall review the Impact Assessment and, within fifteen (15) Working Days (or such other period as the Customer determines) of the alert to the Customer from the Electronic Change System that the Impact Assessment has been received from the Supplier, it shall respond to the Supplier in accordance with paragraph 5 of this Call Off Schedule 12.
- 4.3 If the Customer reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact

Assessment then, within fifteen (15) Working Days (or such other period as agreed by the Parties in writing) of receiving the Impact Assessment, it shall notify the Supplier in writing of this fact and detail the further information that it requires. Subject to paragraph 3.6 of this Call Off Schedule 12, the Supplier shall then re-issue the relevant Impact Assessment via the Electronic Change System to the Customer within ten (10) Working Days (or such other period as reasonably agreed by the Parties in writing taking into account the level of such further information requested) of receiving such notification. At the Customer's discretion, acting reasonably, the Parties shall repeat the process described in this paragraph 4.3 of this Call Off Schedule 12 until the Customer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5. CUSTOMER'S RIGHT OF APPROVAL AND REJECTION

5.1 Within fifteen (15) Working Days (or such other period as agreed by the Parties in writing) of receiving the alert to the Customer from the Electronic Change System that the Impact Assessment has been received from the Supplier or within ten (10) Working Days (or such other period as agreed by the Parties in writing) of receiving the further information that it may request pursuant to paragraph 4.3 of this Call Off Schedule 12, the Customer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

5.1.1 authorise the proposed Change to proceed to the next stage by entering such authorisation in the Electronic Change System, in which case the Parties shall follow the procedure set out in paragraph 5.2 of this Call Off Schedule 12;

5.1.2 in its absolute discretion, reject the Change, in which case it shall notify the Supplier in writing of the rejection. If the Customer rejects a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

5.1.3 in the event that the Customer reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the Parties in writing taking into account the level of such modifications) of such request. Subject to paragraph 4.3 of this Call Off Schedule 12, on receiving the modified Change Request and/or Impact Assessment, the Customer shall either:

a) authorise the Change proceed to the next stage by entering such authorisation in the Electronic Change System; or

b) reject the proposed Change,
within ten (10) Working Days (or such other period as agreed by the Parties in writing) of such receipt; and/or

5.1.4 the Customer is entitled to identify in the Change Request, Change Authorisation Note or the Electronic Change System, as applicable, as to whether it requires the signatures of the Parties to the Change Authorisation Note.

5.2 If the Customer authorises the proposed Change in the Electronic Change System in accordance with paragraphs 5.1.1 or 5.1.3a) (as applicable) of this Call Off Schedule 12, thereafter the Supplier or Agency Manager will provide via Electronic Change System the

Customer with a populated Change Authorisation Note for the Customer to Approve. Thereafter, the following will apply:

5.2.1 **electronic process:** if signatures to the Change Authorisation Note have not been requested under paragraph 4.1.11 of this Call Off Schedule 12 by the Supplier or paragraph 5.1.4 of this Call Off Schedule 12 by the Customer, the Customer shall enter its Approval of such populated Change Authorisation Note in the Electronic Change System within ten (10) Working Days of receiving such populated Change Authorisation Note and, thereafter the Approval of such Change Authorisation Note shall be binding from the date the Supplier is informed by the Electronic Change System of such Approval; or

5.2.2 **“wet signature” process:** if signatures to the Change Authorisation Note have been requested under paragraph 4.1.11 of this Call Off Schedule 12 by the Supplier or paragraph 5.1.4 of this Call Off Schedule 12 by the Customer, the Customer shall enter its Approval of the populated Change Authorisation Note in the Electronic Change System within ten (10) Working Days of receiving such populated Change Authorisation Note. Thereafter, the Electronic Change System shall inform the Supplier of such Approval. However, notwithstanding that the Electronic Change System informs the Supplier of such Approval or issues a Change Authorisation Note to the Supplier, the Change Authorisation Note shall only be binding if the Change Authorisation Note is in the form set out in Part C of Annex 1 to this Call Off Schedule 12 (or such other form agreed by the Parties, as applicable) and is signed by both the Customer and the Supplier in accordance with paragraph 7.1 of this Call Off Schedule 12. Such signature by the Parties is to be finalised by the Parties within ten (10) Working Days of the Supplier presenting a populated Change Authorisation Note (in the form set out in Part C of Annex 1 to this Call Off Schedule 12 or such other form agreed by the Parties, as applicable) for signature.

5.3 If the Parties are in Dispute in relation to paragraphs 5.1 or 5.2 of this Call Off Schedule 12, as applicable, then either Party may refer the matter to the Dispute Resolution Procedure.

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 Subject to paragraph 6.3 of this Call Off Schedule 12, if the proposed Change is not significant (as determined by the Parties acting reasonably) and both Parties agree in relation to a proposed Change that:

6.2.1 the Change does not involve any alteration to, or deviation from, the contractual principles set out in this Call Off Contract; and

6.2.2 the value of the proposed Change does not exceed ten thousand pounds sterling (£10,000),

then the Parties shall confirm to each other in writing (or via the Electronic Change System) that they shall use the process set out in paragraphs 2 to 5 of this Call Off Schedule 12.

6.3 Either the Customer or Supplier can propose amendments to the process in paragraphs 2 to 5 of this Call Off Schedule 12 to the extent relevant for the relevant Change that they wish to agree via this Fast-track Change process under this paragraph 6 of this Call Off Schedule 12. Such amendments may include, for example, reducing the timescales under

paragraphs 2 to 5 of this Call Off Schedule 12, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days (or such other period as agreed by the Parties in writing), any period of ten (10) Working Days is reduced to two (2) Working Days (or such other period as agreed by the Parties in writing) and any period of five (5) Working Days is reduced to one (1) Working Day (or such other period as agreed by the Parties in writing).

7. CHANGE AUTHORISATION

7.1 Any proposed Change processed in accordance with this Call Off Schedule 12 that requires signature of the Change Authorisation Note under paragraphs 4.1.11 or 5.1.4 of this Call Off Schedule 12, shall not be binding unless the signature is provided by the Customer's senior responsible officer or any other individual authorised and identified from time to time by the Customer, as notified to the Supplier in writing from time to time.

7.2 Any proposed Change processed in this Call Off Schedule 12 that does not require the signature of a Change Authorisation Note, shall not be binding until an electronic authorisation is received by the Supplier in accordance with paragraph 5.2.1 of this Call Off Schedule 12.

8. NOT USED

9. COMMUNICATIONS

9.1 Whether in writing or from the Electronic Change System, Change Communications that are to be provided pursuant to the Change Control Procedure must be sent to either the Customer's authorised person(s) as specified in paragraph 7 of this Call Off Schedule 12 or the Supplier Representative, as applicable.

9.2 For the avoidance of doubt, a Change Authorisation Note that requires signature under paragraphs 4.1.11 or 5.1.4 of this Call Off Schedule 12 may be hand delivered or sent by first class post or email only and must, unless another method is agreed by the Parties, be signed (wet signatures) by all Parties to be valid.

9.3 Change Communications shall be deemed to have been received at the following times:

9.3.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours, on the next Working Day;

9.3.2 in the case of pre-paid first class post, three (3) Working Days from the date of posting; or

9.3.3 in the case of email or via the Electronic Change System upon delivery of the relevant Change Communication to the account of the other Party.

9.4 In proving service, it shall be sufficient to prove that the envelope containing the Change Communication was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party in writing) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post or that the notice was emailed (or as otherwise notified by that Party in writing).

10. URGENT CHANGES

10.1 The Parties acknowledge that there may be circumstances where it is required to expedite the Change Control Procedure in order to deal with Urgent Changes. Either Party may request acting reasonably that a Change is processed as an Urgent Change.

- 10.2 In respect of an Urgent Change, the requesting Party will notify the other Party by telephone, or e-mail in advance of its submission of a Change Request, and the Parties shall use all reasonable endeavours to expedite the Change Control Procedure.
- 10.3 Following the notification under paragraph 10.2 of this Call Off Schedule 12, a Change Request will then be submitted in writing or by email or via the Electronic Change System forthwith, by the authorised representative of the Customer to the Supplier Representative, who will promptly and in any event within twenty-four (24) hours of receipt, acknowledge receipt thereof in writing or by e-mail or via the Electronic Change System to the authorised representative of the Customer.
- 10.4 Where a Change Request has been issued in accordance with paragraph 10.3 of this Call Off Schedule 12 to carry out the Urgent Change, any charges relating to such Change Request shall be deemed to be capped in total at £10,000 unless a different amount is authorised by the Customer in the Change Request and in which case such different amount shall apply.
- 10.5 On receipt of such Change Request, the Supplier shall promptly commence working on such Urgent Change. Unless otherwise agreed by the Customer, and until such time as the applicable Change Authorisation Note is agreed to include such Charges, any Charges incurred by the Supplier in relation to the Urgent Change that are in excess of any capped Charges under paragraph 10.4 of this Call Off Schedule 12, shall not be due to the Supplier or chargeable to the Customer.
- 10.6 Save as otherwise set out in this Call Off Contract, the Call Off Terms, including the limitations of liability set out therein, shall apply to any and all Urgent Changes authorised in accordance with paragraph 10.4 of this Call Off Schedule 12. Upon authorisation of an Urgent Change as detailed in and subject to paragraph 10.5 of this Call Off Schedule 12 (including the provisions relating to the cap on the Charges for carrying out the Urgent Change), the Supplier shall be entitled to invoice in arrears, on a Monthly basis from the Month in which the Charges were incurred, all Charges incurred as a direct result of the Supplier fulfilling such Urgent Change and the Customer shall pay all such Charges, where applicable up to any cap in accordance with paragraph 10.4 of this Call Off Schedule 12, as reasonably evidenced by the Supplier.
- 10.7 All Charges incurred in relation to the Urgent Change shall be in accordance with the charging mechanisms of the Call Off Contract. As soon as reasonably practicable after an Urgent Change has been authorised by the Customer under paragraph 10.5 of this Call Off Schedule 12, an Impact Assessment and Change Authorisation Note will be raised for authorisation by the Customer.
- 10.8 From the date a Change Authorisation Note in relation to the relevant Urgent Change is agreed by the Parties: (i) the terms and conditions set out in such authorised Impact Assessment and Change Authorisation Note shall be deemed to apply to such Urgent Change from the date of authorisation of such Urgent Change under paragraph 10.4 of this Call Off Schedule 12; and (ii) any previous terms and/or Charges authorised by the Customer under paragraph 10.4 of this Call Off Schedule 12 shall no longer apply in relation to such Urgent Change.

ANNEX 1 (CHANGE DOCUMENTATION)

This Annex consists of the following four parts that are system documents within the Customer's ITSM for implementing Change:

- Part A – Change Request
- Part B – Change Request Impact Assessment
- Part C – Change Order
- Part D – Work Breakdown Structure Template

CHANGE CONTROL PROCEDURES

PART A – CHANGE REQUEST

1		CPS Change Request Form	
Supplier No.		CCR No.	
1) Originator / Requestor:			
First Name:		Tel:	
Last Name:		Email:	
2) CPS Area/HQ Directorate:		Branch/Business Unit:	
CPS Design Authority Group		DTS Lead:	
Change Request Details:			
3) Change Title:			
4) Change Description:			
5) Reason for Change or Business Benefit:			
6) Has this change been discussed with anyone from DTS/Supplier? If yes who?			
7) Required Completion Date:			
8) Supporting Documentation:			
9) Area Cost Centre Code			
(This information is required before the request can be processed)			
<p>10) Authorising Officer: This request may only be submitted by an Authorising Officer who has the appropriate delegated authority in accordance with the current Financial User Guide. If the Impact Assessment solution and costs are approved, authorisation for [THE SUPPLIER] to implement this request will require additional agreement by actually signing the Impact Assessment Form.</p> <p><i>I confirm, by submitting this request, that the necessary funds will be made available and I have the relevant delegated authority.</i></p>			

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First Name:		1.1.1 Signature:	Date:
Last Name:		<i>(Not required when emailed from Authorising Officer's email account)</i>	
Tel:			
Email:			

PART B – CHANGE REQUEST IMPACT ASSESSMENT

CHG Title			
CHG Number		CRIA Date Submitted	
CHG Date Requested		CRIA Version	
CHG Date Supplier Accepted		CRIA Submitted By	
CRIA Due Date		CRIA Sign-off Due Date	

Section A – Management Summary

A.1 IA Implementation

Applicable Contract			
<input type="checkbox"/> Discovery IA	<input type="checkbox"/> Pilot IA	<input type="checkbox"/> Implementation IA	<input type="checkbox"/> Implementation of Discovery IA
<input type="checkbox"/> Urgent IA (Retrospective)	<input type="checkbox"/> ROM IA	<input type="checkbox"/> Additional Scope IA	<input type="checkbox"/> Other* IA

***If Other IA, what and why?**

Estimated Commencement Date

Other Suppliers Required

A.2 Estimated Milestone Plan

Phased Start & End Dates

Key Deliverables

Payment Schedule

A.3 Total Charges

One Off Costs

Recurring Costs

A.4 Work Breakdown Structure/ Resources

WBS attached Choose an item.

Rationale for not providing WBS

Section B – Authority Change Request Details

CPS Change Lead

CPS Change Owner

Required Commencement Date

Required Completion Date

Change Order Sign-Off Date Required	
B.01 Change Description	
B.02 Quantification of Benefits	

Section C – Supplier Impact Analysis Details	
Change Lead	
CL Contact Details	
Change Owner	
CO Contact Details	
Impact on Contract (C.17)	Choose an item.
Impact on SLAs (C.14)	Choose an item.
Impact on Catalogue	Choose an item.
Impact on Security (C.13)	Choose an item.
Impact on Ongoing Charges (C.19)	Choose an item.
C.01 Breakdown of Solution/ Approach, including test-fix-retest, scope – Statement of Works	
C.02 Impact on Authority Users	
C.03 Other Options Considered – and brief assessment	
C.04 Scope Exclusions – include reasoning	
C.05 Plan – Must include all activity required by phase for design, build, test, fix, retest, training, go live and close (sequencing activity, e.g. week 1, week 2 etc)	
C.06 Accessibility Considerations	

C.07 Assumptions
C.8 Risks
C.9 Dependencies; such as but not limited to, potential impacts on other Suppliers/ Contracts – for a successful delivery of this change
C.10 Interdependencies – outside the change, such as other projects/ changes/ contracts/ rollouts etc
C.11 Additional Requirements – Additional considerations for the authority to consider
C.12 Network Capacity and Infrastructure Assessment and Impacts
C.13 Security Assessment and Impacts
C.14 Impact on Service Levels
C.15 Impact on Other Changes/ Projects in Flight – that this change could influence/ impact
C.16 Impact on Existing Service
C.17 Impact on Contract
C.18 Impact on Assets/ Asset Management

C.19 Breakdown of Costs	
One Off	
Reoccurring including an indication of when they take effect	
Payment Schedule	
C.20 Changes to Authority Requirements & Approved Scope Changes / Clarifications	
C.21 Supporting Documentation – Title and version, describe relevance and reference paragraph(s)	

Section D – Additional information pertinent that’s not included above	
D.01 General	

PART C – CHANGE ORDER

CHANGE ORDER <REFERENCE>	
Change Request No:	
Change Title:	
Date Received by Change Control:	
IA Version Number:	

The parties hereby agree that upon signature of this Change Order on the <date>, by their duly authorised signatories the Change described in Change Request and the Attachments and documents attached thereto shall be incorporated into the Contract and binding upon them.

<p>Signed For And On Behalf Of CROWN PROSECUTION SERVICE by</p>	<p>.....</p> <p>Authorised signatory</p>
<p>Signed For And On Behalf Of [SUPPLIER]</p>	<p>.....</p> <p>Authorised signatory</p>

PART D – WORK BREAKDOWN STRUCTURE TEMPLATE



Work Breakdown
Structure template t