

**Change Request Form and Change Authorisation Note
to the IMS3 Contract for the Provision of Information Management Services between the
Secretary of State for Health and Atos IT Services UK Limited dated 16 January 2012 (the
“Services Agreement”)**

PART A: Initiate Change	
Change Title	Extension of Term of the IMS3 Agreement and other related amendments
Contract Reference	IMS3 Contract for the Provision of Information Management Services between the Secretary of State for Health and Atos IT Services UK Limited dated 16 January 2012 (the “Agreement”)
Contractor CCN Reference Number	0067
Initiation Date	1 March 2021
Type (if common change please give details of affected Related Service Providers)	The Authority and any applicable Other Service Recipients affected by this CCN.
Category	Common
Justification for category	Extension of Term and update to related terms and conditions
<p>Background</p> <p>The Parties acknowledge the impact of COVID-19 on the Services, including but not limited to the Authority increasing the number of users to accommodate the Test and Trace Team. In anticipation of potential future delays in decision making in relation to exit activities, the Authority has requested to extend the Term of the Agreement for a period of up to 6 months from the current expiry date of 30 April 2022. This extension is intended to protect the Services and ensure a smooth exit from the IMS3 services under the Agreement and transition to the new services provider.</p> <p>Description of change:</p> <p>In accordance with paragraph 11.3 of CCN0053 (“Extension of Term of the IMS3 Agreement and other related amendments”) the Parties agree to extend the Further Extended Term for a period of 6 (six) months, with the option to extend for an additional 3-months, unless terminated earlier in accordance with the provisions of Clause 52 (Termination Rights).</p> <p>Pursuant to Paragraph 11.4 of CCN0053, the Parties have agreed that there is no requirement to upgrade the V-Block infrastructure (or necessary part thereof) due to the fact that CQC has exited the Agreement</p>	

and various projects have been completed and are underway to move data from the V-Block infrastructure to a supported infrastructure provisioned outside of the Agreement, thereby reducing the impact should there be a failure of the V-Block infrastructure. For the avoidance of doubt, the remaining provisions of Paragraph 11 of CCN0053 shall continue to apply.

Changes to the Agreement

WHEREAS the Contractor and the Authority entered into an agreement titled “IMS3 Contract for the Provision of Information Management Services” dated 16th January 2012 (as amended by CCNs 001 to 066) (the “Agreement”) and now wish to amend the Agreement in accordance with Schedule 7.3 (Change Control Procedure).

The Agreement, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN. Any capitalised terms in this CCN shall have the same meaning given in the Agreement, unless the context requires otherwise or unless otherwise defined in this CCN. The Contractor and the Authority acknowledge that this CCN shall, once signed by both Parties, constitute a binding variation to the Agreement.

Definitions

The definition introduced in CCN0053 of the “**Further Extended Term**” shall be amended as follows:

“the period of 30 (thirty) months commencing on the expiry of the Extended Term, unless terminated earlier in accordance with the provisions of Clause 52 (Termination Rights);”

Option to further extend

Paragraph 11.3 of CCN0053 to be amended as follows:

“By no later than 31 July 2022, the Authority shall notify the Contractor in writing if the Authority will require a further amendment to the Agreement in order to extend the Term beyond 31 October 2022 for a period of up to three (3) months.”

Termination for convenience notice period

Clause 52.8 of the Agreement to be amended to read:

“52.8 The Authority may terminate this Agreement for convenience, without penalty, at any time by serving a Termination Notice on the Contractor giving at least three months’ notice to the Contractor in which case the termination compensation provisions in Schedule 9.5 (*Compensation on Termination*) shall apply.”

Paragraph 6.9.5(a)(iii) and paragraph 6.9.5(c) of Schedule 11 (Exit and Services Transfer Arrangements) shall read as follows:

“6.9.5 a) (iii) the termination date for the relevant Services, such date to be not less than at least three (3) months from the date of receipt of the Termination Notice unless otherwise agreed by the Parties and subject to the provisions of paragraphs 6.9.5(b) and 6.9.5(i) below;”

“6.9.5 c) To the extent that the Contractor reasonably considers that it is practicable to cease or transfer the relevant Services under a Termination Notice within a period of less than the three (3) months’ notice provided under paragraph 6.9.5(a)(iii) above in accordance with Good Industry Practice and without material adverse impact on the performance of or cost to the Contractor in meeting its obligations under the Agreement, the Contractor shall notify the Authority promptly on completing an initial impact assessment following receipt of the relevant Termination Notice, such notification to set out the earliest reasonable date on which the relevant Services can be ceased or transferred (as applicable) under this paragraph 6.9.5(c). On receipt of such notification from the Contractor, the Authority shall promptly advise the Contractor in writing if it wishes to adopt an earlier date of cessation or transfer and, if so, of the revised date for such cessation or transfer, such date to be no earlier than the earliest date notified to the Authority by the Contractor, and the Parties agree that such revised date shall be the termination date for the purposes of this paragraph 6.9.5. If the Contractor reasonably considers that it is practicable to cease or transfer the relevant Services under a Termination Notice within a period of less than the three (3) months’ notice in accordance with Good Industry Practice and without material adverse impact on the performance of its obligations under the Agreement, but that there would be an impact on cost to the Contractor, then the Contractor shall provide an assessment of the cost impact to the Authority, and the Authority shall notify the Contractor if it wishes to adopt an earlier date of cessation or transfer in accordance with the above provisions, in which case the Authority shall be liable for the associated cost impact;”

V-Block infrastructure obligation in CCN0053

Cancellation of the requirement to raise a Change Request in respect of the V-Block infrastructure

The provisions of Paragraph 11.4 of CCN0053 notwithstanding, the Parties have agreed that there shall be no requirement to upgrade the V-Block infrastructure and accordingly the Contractor is relieved of its obligation to raise a Change Request to effect such upgrade. For the avoidance of doubt, the remaining provisions of Paragraph 11 of CCN0053 shall continue to apply.

All other provisions of the Agreement and CCN0053 are unchanged.

Risks and Benefits of this Change

The Agreement and charging elements are up to date.

Reason for change:

To ensure that the Agreement is available to continue to deliver the Services in the event that there is any unforeseen delay to the exit that may arise due to COVID 19 or other unknown reasons.

Consequence of no change:

Risk to the provision of the ongoing Services should the exit not be completed before 30 April 2022.

Does a Business Case exist for this CCN?

Not Applicable

Has the Business Case been approved?	A. By the Authority Management Board	N/A
	B. By the DH Capital Investment Branch	N/A
	C. By HM Treasury	N/A

Has the funding been agreed? (If yes, by whom and to what limit)

Yes, with the DHSC IMS3 Contract Manager and Technical Design Authority.

Required implementation date:

N/A

List contract or supporting documents:

None

Affected Work Streams:

Architecture	Security	Business	Services	Quality	Planning	HR
Assurance	Messaging	Contract	Stakeholders	Cost/Finance	Risk	Legal

Approvals

Originating Party Approvals: (as appropriate)

██████████ Commercial Director

Originator:

██████████, Commercial Director

Change Control Manager:

██████████ Date: 18/06/2021

Design Authority:

██████████ Authorisation below



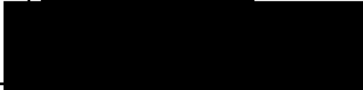




Approved for issue to commence Impact Assessment:

N/A

Date Impact Assessment to be completed:

N/A

Change Authorisation Note for CCN0067

PART C: Change Authorisation	
Date received from Contractor:	N/A
Change Approved/Rejected:	Approved
Budget reference:	N/A
Comments	
Date approval given:	March 2021
Authority Approvals	
Contract Manager:	 Date: 25 th June 2021
DHSC Commercial:	 Date: 28th June 2021 
Programme Director:	 Date: 25 th June 2021
Date incorporated into contract:	Date the CCN is signed
Incorporated by whom:	
Contractor Approvals	
Change Control Manager:	 , Commercial Director, 28th June 2021
Change Approver:	 , SVP H&LS for Northern Europe 28th June 2021 