



SCHEDULE 16:

CHANGE PROTOCOL

Version number	Issue Date	Comment
1.0	April 2025	Execution Version

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1. **Definitions**

1.1 For the purpose of this **Schedule 16 (Change Protocol)**, unless the context otherwise requires:

"CD Register"	means the list of agreed Controlled Documents set out in Appendix 3 (CD Register) , as updated from time to time in accordance with the Document Change Procedure;
"Change"	means a change to the Services (or any part of them) or the scope thereof or to the manner in which they are provided or to any of the terms of this Contract in accordance with this Schedule 16 (Change Protocol) ;
"Change Confirmation"	means the document setting out the amendments to the Contract in the format attached at Appendix 2 (Change Confirmation Form) and which is agreed in accordance with this Schedule 16 (Change Protocol) ;
"Change Notice" or "CN"	means a notice sent in accordance with paragraphs 4.1 (Authority Changes) and 5.1 (Contractor Changes) in the form set out in Appendix 1 (Change Notice Form) ;
"Change Procedure"	means the procedure that governs Changes as more particularly described in paragraphs 2 to 4 of this Schedule 16 (Change Protocol) ;
"Document Change Procedure"	has the meaning given to it in paragraph 17.2.1 (Changes to Controlled Documents) ;
"Estimate"	means, in respect of an Authority Change, the fully costed and developed price for implementing that Change developed by the Contractor;
"No better No Worse Principle"	has the meaning given to it in clause 59.3 (No Better and no Worse) ;
"Operational Change"	means any change (including any change in the Contractor's operational procedures or



documentation) which in all respects, when implemented:

- (a) will not affect the Contract Price or the Contractor's costs of performing the Services and will not result in any other costs to the Authority;
- (b) may change the way in which the Services is delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's ICT Systems; and
- (d) will not require a change to the Contract other than a change to the Sub-Domains (as such term is defined in **Schedule 15 (Performance Mechanism)**) following a review under **paragraph 11.5 (Contract Delivery Indicators Review)** of **Schedule 15 (Performance Mechanism)**;

"Operating Costs"

means the costs relating to the operation of the Services;

"RFOC"

has the meaning given to it in **paragraph 16.5 (Operational Change Procedure)**; and

"Schedule of Wage Rates"

means the schedule of labour/wage rates as set out in Worksheet 8b of the Base Case and replicated (in the version applicable at the Commencement Date) in **Appendix 2 (Schedule of Wage Rates at Commencement Date)** to **Schedule 14 (Payment Mechanism)**.



2. **General Provisions as to Changes**

2.1 Any CN must:

- 2.1.1 include the Change Notice number issued by the Authority, if it is a Contractor Change;
- 2.1.2 set out the proposed change to the Services in sufficient detail to enable the receiving Party to properly evaluate it;
- 2.1.3 specify the reasons for proposing the Change;
- 2.1.4 if the Change is not to be made directly to the Services, indicate any implications of the Change to the Services;
- 2.1.5 indicate whether a variation to the Contract Price and/or Base Case is proposed (and, if so, give a detailed cost estimate of such proposed change calculated using the Schedule of Wage Rates);
- 2.1.6 state whether any Consents are required and the costs of providing them; and
- 2.1.7 indicate if there are any dates by which a decision by the receiving Party is critical.

2.2 Any CNs issued by the Authority shall further contain:

- 2.2.1 a statement acknowledging that the Authority shall fund the Change, or alternatively that it would prefer to discuss funding options with the Contractor, provided that nothing herein shall oblige the Contractor to raise finance to fund the Change; and
- 2.2.2 any collateral warranties required by the Authority.

2.3 Any Change required as a result of a Qualifying Change in Law shall be dealt with according to the principles set out in **clause 58 (Changes in Law)**.

2.4 Save as permitted by **paragraph 4 (Authority Changes)** below, the Contractor will promptly implement any Change requested by the Authority in accordance with the provisions of this **Schedule 16 (Change Protocol)**.

2.5 Operational Changes shall be processed in accordance with **paragraph 16 (Operational Change Procedure)** below. If either Party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Change.



2.6 The Parties agree that any Change shall only take effect where a Change Confirmation is agreed. Until such time as a Change Confirmation has been executed by both Parties in accordance with **paragraph 7.2 (Agreeing CNs Where No Estimate Is Given)** or **10.2 (Approval of Estimates)**, then:

2.6.1 unless the Authority expressly agrees otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of the Contract as if the proposed Change did not apply; and

2.6.2 any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Change, including the submission of any Change Notice or Estimate, shall be without prejudice to each Party's other rights under this Contract.

2.7 If the change to the Services set out in the CN provided by the Authority or Contractor causes, or will cause, the Contractor's costs or those of a Sub-Contractor to decrease then the Contract Price shall be adjusted downwards to reflect the decrease in costs and appropriately reflected in the Change Confirmation.

3. **Costs**

3.1 Subject to **paragraph 3.2 (Costs)**, each Party shall bear its own costs in relation to the preparation and agreement of each Change Notice, Estimate and Change Confirmation.

3.2 Both Parties' costs incurred in respect of any use of the Change Procedure as a result of any error or default by the Contractor shall be paid for by the Contractor.

4. **Authority Changes**

4.1 The Authority may propose Authority Changes at any time by way of a CN and may, if it considers it necessary, require an Estimate from the Contractor for the relevant Change. Subject to **paragraph 2.3 (General Provisions as to Changes)** above, the Contractor shall be entitled to refuse to carry out an Authority Change (provided that the Contractor shall use its reasonable endeavours to decide whether to refuse an Authority Change as soon as reasonably practicable upon becoming aware of the relevant ground for refusal and notifies the Authority of, and provides details of, the specific grounds for refusal) if:

4.1.1 it requires the Services to be performed in a way that infringes any Legislation;

4.1.2 it would cause any Consent to be revoked (or would require a new Consent to be obtained which, after using reasonable efforts, the Contractor has been unable to obtain);



4.1.3 it would materially and adversely affect the Contractor's ability to deliver the Services; and/or

4.1.4 it would materially and adversely affect the health and safety of any person;

and if:

4.1.5 the Contractor so refuses any Change; and

4.1.6 it is agreed between the Parties or determined in accordance with the Dispute Resolution Procedure that the Contractor was entitled to so refuse,

then the relevant Change Notice shall be deemed to be withdrawn.

5. **Contractor Changes**

5.1 The Contractor shall serve a CN on the Authority. The CN shall include both the information specified in **paragraph 2.1 (General Provisions as to Changes)** above and, to the extent the Contractor considers relevant, any additional information listed in **paragraph 8 (Estimates)**. The CN and any additional information listed in **paragraph 8 (Estimates)** shall be provided in accordance with the same principles as applying to Estimates as set out in **paragraphs 8.2 (Estimates) and 9 (Estimate Principles and Standards)**.

5.2 The Authority shall evaluate the CN in good faith but if the Authority rejects the CN, it shall not be obliged to give its reasons for such a rejection. The Authority may require the Contractor to provide any additional information listed in **paragraph 8 (Estimates)** which the Contractor has not provided but the Authority considers relevant. Unless the Authority in its acceptance specifically agrees to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a change to the Services proposed by the Contractor.

5.3 Subject to **paragraph 6 (Changes relating to Energy Saving Solutions)**, where a Contractor Change is agreed, the Contractor shall pass on any cost savings arising from the relevant Change to the Authority on an 80/20 basis. Where this is applicable, such cost savings shall be recovered by the Authority as an adjustment to the Base Case in accordance with **paragraph 12.8 (Amendments to the Base Case) of Schedule 14 (Payment Mechanism)**.

6. **Changes relating to Energy Saving Solutions**

6.1 Following the Commencement Date, either Party may propose the introduction of Energy Saving Solutions throughout the Contract Period. Where:

6.1.1 the Authority proposes the introduction of Energy Saving Solutions to be funded by the Authority:



- 6.1.1.1 this shall be dealt with as an Authority Change in accordance with **paragraph 4 (Authority Changes)**; and
 - 6.1.1.2 the passthrough Monthly Utility Fee (as defined in **Schedule 14 (Payment Mechanism)**) shall be offset by 100% of the income, cost saving or other financial benefit received by the Contractor (or the Contractor's Group) from the Energy Saving Solution less any operating or maintenance costs incurred by the Contractor (as evidenced to the Authority so as to leave the Contractor in a 'no better and no worse' position (as referred to in **clause 59.3 (No Better and no Worse)**) or recovered by the Authority in such other manner agreed as a result of the Change process; or
 - 6.1.2 the Contractor proposes the introduction of Energy Saving Solutions (not included within the Contractor's Proposal) to be funded by the Contractor,
 - 6.1.2.1 this shall be dealt with as a Contractor Change in accordance with **paragraph 5 (Contractor Changes)**; and
 - 6.1.2.2 the cost reduction, profit increase or other financial benefit received by the Contractor (or the Contractor's Group) resulting from such Energy Saving Solution shall be passed on to the Authority on an 80/20 basis. Where this is applicable, such amounts shall be recovered by the Authority as an adjustment to the relevant utility fee in accordance with the relevant provisions of **Schedule 14 (Payment Mechanism)** or recovered by the Authority in such other manner agreed as a result of the Change process.
- 7. **Agreeing CNs Where No Estimate Is Given**
 - 7.1 For Changes proposed by the Contractor, or Changes proposed by the Authority which are not specified as requiring an Estimate, the receiving Party shall within ten (10) Business Days (or such other period as the Authority and the Contractor may agree) following receipt of the CN, confirm in writing to the initiating Party, either:
 - 7.1.1 its acceptance;
 - 7.1.2 a request to discuss and reach agreement on its amendment;
 - 7.1.3 its refusal (subject to **paragraph 4 (Authority Changes)** in the case of Authority Changes); or



- 7.1.4 its rejection on the grounds that it does not comply with the requirements of this **Schedule 16 (Change Protocol)**.
- 7.2 Should the CN be accepted by the Authority in accordance with **paragraph 7.1.1 (Agreeing CNs Where No Estimate Is Given)**, a Change Confirmation shall be entered into in accordance with **paragraph 11 (Implementation of Changes)**.
8. **Estimates**
- 8.1 Subject to **paragraph 9 (Estimate Principles and Standards)**, within twenty (20) Business Days (or such longer period as the Authority and the Contractor may agree) of the Contractor receiving a CN which specifies that the Authority requires an Estimate, the Contractor shall submit an Estimate, which shall include the following information (provided that if any such items are already specified in the CN, they need not be repeated in the Estimate unless the Contractor reasonably disagrees with the relevant item and wishes to make an amendment):
- 8.1.1 detailed development programme for design and development, Authority review and approval, construction pricing (if any), lifecycle and maintenance costs (if any) and details of any Consents required and any obligations on the Authority in order for the Consents to be obtained;
- 8.1.2 details of how the Change will be implemented, a detailed timetable for implementation and the Contractor's Change delivery plan;
- 8.1.3 where the CN relates to Minor Maintenance Works, Major Maintenance Works or Construction Works (as each such term is defined in **Schedule 11 (Properties and Facilities Management)**), the proposed completion date for the same, as well as any other information stated as being required in the CN (if not already stated therein);
- 8.1.4 details of any additional services which will be provided together with the costs to the Contractor of providing of such additional service on an open book basis;
- 8.1.5 the proposed consultants, if any, and Sub-Contractors which the Contractor intends to appoint to implement the Change (provided that if any Sub-Contractors or other suppliers of materials will be used, the Contractor shall comply with Good Industry Practice in procuring any items to obtain best value for money and the Contractor shall provide the costs of these on an open book basis);
- 8.1.6 any impact on the provision of the Services and the Contractor's ability to meet its other obligations under the Contract;



- 8.1.7 any amendment required to this Contract and/or any referenced document as a result of the Change and including without limitation:
 - 8.1.7.1 the Authority's Requirements and the Contract Delivery Indicators; and
 - 8.1.7.2 the Mobilisation, Transition and Transformation Plan and any other timetable previously agreed by the Parties;
- 8.1.8 any Change in Costs that will result from the Change (together with the basis on which the Contractor will be paid such as (for Works) by way of milestone or interim payments);
- 8.1.9 any approval required from insurers;
- 8.1.10 outline costs and details for all inputs which will be required to implement the proposed Change including any regulatory approvals and legal review of the proposed changes;
- 8.1.11 the proposed method of certification of any construction or operational aspects of the Services required by the Change;
- 8.1.12 any savings in costs to the Contractor resulting from the Change, including any change to the Base Case; and
- 8.1.13 such other information as the Authority may reasonably request in (or in response to) the Change Notice.
- 8.2 In providing the Estimate the Contractor shall:
 - 8.2.1 use reasonable endeavours to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - 8.2.2 demonstrate how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, reasonable foreseeable Changes in Law at that time have been taken into account by the Contractor;
 - 8.2.3 demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Change concerned, has been taken into account in the amount which in its opinion has resulted or is required under **paragraph 8.1.8 (Estimates)**; and



- 8.2.4 provide written evidence of the Contractor's compliance with **paragraphs 8.2.1 (Estimates) to 8.2.3 (Estimates)**.

9. **Estimate Principles and Standards**

- 9.1 The following principles shall be applied by the Contractor in preparing the Estimate:

- 9.1.1 the unit costs of any extension to the Services and the unit costs of any additional Contractor's Staff required (calculated on the basis of the Schedule of Wage Rates) to deliver such extension to the Services shall be consistent with the existing unit costs of the Contractor for the provision of such services at the date of the Estimate, or such other cost as may be agreed by the Parties;
- 9.1.2 any lifecycle replacement and maintenance associated with additional works shall be consistent with the lifecycle and maintenance profile of the Prison (including in terms of the replacement cycles for equipment) that is set out in the Asset Forward Replacement Plan and calculated in accordance with the Lifecycle Cost Programme, provided that the Contractor shall reflect improvements in technology that can optimise whole life costs for the Authority, and the unit costs of such lifecycle replacement and maintenance shall be consistent with unit lifecycle maintenance rates;
- 9.1.3 in accordance with the No Better No Worse Principle, no additional mark-up or management fee (for example, including any overheads or profits above any level applied prior to the proposed Change) shall be charged by the Contractor; and
- 9.1.4 the Parties agree that all Estimates shall be fixed and firm for the duration of the proposal and Change Notice period(s) through to delivery of the service, unless otherwise agreed in writing between the Parties.

10. **Approval of Estimates**

- 10.1 Within twenty (20) Business Days (or such other time as the Parties shall agree) following receipt of the Estimate, the Authority shall by notice to the Contractor either:
- 10.1.1 approve the Estimate in writing if satisfactory;
- 10.1.2 request a meeting to discuss the Estimate if unsatisfactory;
- 10.1.3 approve the Estimate, upon agreement of its amendment, pursuant to the discussions between the Authority and the Contractor, in **paragraph 10.1.2 (Approval of Estimates)**;



- 10.1.4 refer the matter for determination in accordance with the Dispute Resolution Procedure;
 - 10.1.5 reject the Estimate on the grounds that it does not comply with the requirements of this **Schedule 16 (Change Protocol)** (in which case the Contractor shall within no more than ten (10) Business Days from receipt of the Authority's rejection, prepare a revised Estimate); or
 - 10.1.6 withdraw the Change Notice.
- 10.2 Should the Estimate be agreed, a Change Confirmation shall be entered into in accordance with **paragraph 11 (Implementation of Changes)**.
11. **Implementation of Changes**
- 11.1 Following approval of a Change by the Authority in accordance with **paragraphs 7.2 (Agreeing CNs Where No Estimate Is Given)** or **10.2 (Approval of Estimates)**, the Authority (or the Contractor if requested to do so by the Authority) shall prepare a draft Change Confirmation and shall send that draft Change Confirmation to the other Party (such may be issued electronically via email).
 - 11.2 Within five (5) Business Days after receipt of the draft Change Confirmation the Contractor shall review the draft Change Confirmation and the Parties shall agree any necessary revisions to the Change Confirmation to ensure that it reflects the relevant CN.
 - 11.3 Following agreement of the draft Change Confirmation, the Contractor shall print and sign two copies of the Change Confirmation and return both copies promptly to the Authority for execution by the Authority (such copies may be exchanged electronically via email).
 - 11.4 Following execution by the Authority and the Contractor, the Authority shall provide a copy to the Contractor for its records (such copy may be provided electronically via email).
 - 11.5 A Change Confirmation shall constitute a binding variation to the Contract upon execution by both Parties.
 - 11.6 The Contractor shall be responsible for obtaining any Consents that may be required.
 - 11.7 The Contractor shall notify the Authority when it believes the implementation of the Change is complete.



12. **Adjustments to the Base Case and/or Contract Price Following Changes**

12.1 The Base Case and/or Contract Price may be adjusted only where such adjustment is approved by the Authority and the Authority shall be entitled to require the Contractor to update the Base Case from time to time by written notice to reflect the then current Contract Price.

12.2 No adjustments to **Schedule 14 (Payment Mechanism)** or to this Contract shall be made in respect of any Change unless otherwise agreed between the Parties in accordance with this **Schedule 16 (Change Protocol)**.

12.3 Subject to **paragraph 12.1 (Adjustments to the Base Case and/or Contract Price Following Changes)** above, the Base Case may be adjusted as a result of a Change:

12.3.1 where the estimated Operating Costs in relation to a Change as contemplated by a CN or Estimate (as the case may be), when aggregated with the Operating Costs of all other Changes since the last re-run of the Base Case pursuant to this **paragraph 12.3.1 (Adjustments to the Base Case and/or Contract Price Following Changes)** is any positive or negative amount other than nought pounds (£0), provided that where this occurs, the Base Case shall be updated to take account of all Changes which have been implemented in that Contract Year to date, and not just the Change which triggers the adjustment to the Base Case; and/or

12.3.2 on early termination of this Contract so that the effect of any Changes implemented up to the date of termination not already reflected in the Base Case in accordance with **paragraph 12.3.1 (Adjustments to the Base Case and/or Contract Price Following Changes)** can be included in any compensation on termination calculation pursuant to this Contract,

in each case at the Contractor's cost.

12.4 Any revised Contract Price following any such update shall be invoiced and payable in accordance with **clause 39 (Payment Provisions)**.

12.5 **Adjustments to the Payment Mechanism following Changes**

12.5.1 Where an adjustment to **Schedule 14 (Payment Mechanism)** is required:

12.5.1.1 **Schedule 14 (Payment Mechanism)** shall be updated on and from the date of the implementation of any Change to take account of the Change, including where the number of Available Prisoner Places which shall be made available by the Contractor changes, the scope



of the Services changes or other changes contemplated by the Parties set out therein;

12.5.1.2 the termination levels specified in **paragraphs (k) (Available Prisoner Places), (m) (Performance Points)** of the definition of Contractor Default shall be adjusted pro-rata so as to ensure the risk profile of the Contractor remains the same following the change; and

12.5.1.3 the Contract Delivery Indicators and Performance Points shall be adjusted accordingly.

12.5.2 Where as a result of a Change there is an increase in scope of the Services (or any part of them) then:

12.5.2.1 the existing Contract Delivery Indicators will apply to the additional services being provided;

12.5.2.2 the Parties shall negotiate in good faith to agree any new Contract Delivery Indicators to apply to the additional services being provided; and

12.5.2.3 the Parties shall negotiate in good faith to agree any changes necessary to the Performance Points to cover the additional services resulting from the Change.

13. **Records**

The Contractor shall keep a record of all Changes (including Operational Changes), Change Confirmations, CNs and Estimates in accordance with **clause 64.10 (Retention of Records)**.

14. **Funding for Capital Expenditure**

14.1 **Responsibility for Funding**

14.1.1 If an Estimate involves Capital Expenditure then the Authority shall be responsible for obtaining the necessary funding for such Capital Expenditure unless the Parties have agreed between themselves that the Contractor shall obtain either the whole or part of the necessary funding. Where the Authority is so responsible, it shall pay capital costs to the Contractor in accordance with **paragraph 14.4 (Method of Payment of Authority Contribution)** below.

14.1.2 If the Contractor agrees to obtain the necessary funding pursuant to **paragraph 14.1.1 (Responsibility for Funding)** above, the Contractor shall use



its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure (or as otherwise agreed), on terms reasonably satisfactory to it and the Authority.

14.2 **Inability to Obtain Funding for Capital Expenditure**

14.2.1 If the Contractor has used its reasonable endeavours to obtain funding for the whole or such part as may have been agreed of the estimated Capital Expenditure, but has been unable to do so within forty (40) Business Days following the date on which the Authority confirmed the Estimate, then the Contractor shall have no obligation to carry out the Change, unless the Authority agrees within forty (40) Business Days following the end of such period to pay the costs for which funding is not available on the basis provided for in **paragraph 14.4 (Method of Payment of Authority Contribution)**.

14.2.2 If no response is received from the Authority within the forty (40) Business Day time period referred to in **paragraph 14.2.1 (Inability to Obtain Funding for Capital Expenditure)** above, the Contractor shall give written notice to the Authority of its failure to respond. If no response is received from the Authority within a further ten (10) Business Days following the date the Contractor serves the notice on the Authority, or if the Authority refuses to pay the costs for which funding is not available, the Change Notice shall be treated as having been withdrawn and **paragraph 10 (Approval of Estimates)** shall apply.

14.3 **Authority Contribution to Funding**

The Authority may, following the date on which an Estimate is confirmed, agree to meet all or, to the extent the Contractor has obtained funding for part of the Capital Expenditure, the remaining part of the estimated Capital Expenditure, provided that where the Contractor has already incurred costs in obtaining funding for all or part of the Capital Expenditure which the Authority subsequently elects to meet, such costs which have been reasonably and properly incurred shall be reimbursed by the Authority within thirty (30) Business Days following the receipt of an invoice in respect of the same from the Contractor.

14.4 **Method of Payment of Authority Contribution**

Where the Authority is paying capital costs pursuant to **paragraph 14.1.1 (Responsibility for Funding)** or **paragraph 14.2 (Inability to Obtain Funding for Capital Expenditure)** and/or **paragraph 14.3 (Authority Contribution to Funding)**:



- 14.4.1 the Authority and the Contractor shall agree a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by the Contractor;
- 14.4.2 the Authority and the Contractor shall agree, where payment for part of a Change reflects the carrying out of, or specific progress towards, an element within the Change, an objective means of providing evidence confirming that the part of the Change corresponding to each occasion when payment is due under the payment schedule has been duly carried out; and / or
- 14.4.3 the Authority shall make payment(s) to the Contractor solely in accordance with **clause 39 (Payment Provisions)**.

15. **Value for Money**

If the Contractor does not intend to use its own resources to implement any Change, it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money when procuring any work, services, supplies, materials or equipment required in relation to the Change.

16. **Operational Change Procedure**

- 16.1 Subject to **paragraph 17 (Document Change Control Procedure)**, any changes identified by the Contractor to improve operational efficiency of the Services may be implemented by the Contractor without following the Change Procedure for proposed Changes.
- 16.2 The Contractor shall keep adequate records of all Operational Changes in accordance with **paragraph 13 (Records)**.
- 16.3 Notwithstanding **paragraph 16.1 (Operational Change Procedure)** where any changes identified by the Contractor may or are likely to:
 - 16.3.1 have an impact on the Authority or any Authority Related Party;
 - 16.3.2 require a change to the Contract;
 - 16.3.3 have a direct impact on use of the Services; or
 - 16.3.4 involve the Authority in paying any additional charges or other costs,the Authority may require the Contractor instead to follow the Change Procedure.



- 16.4 The Contractor must provide the Authority prior written notice of any change to be implemented under **paragraph 16.1 (Operational Change Procedure)**.
- 16.5 The Authority may request an Operational Change by submitting a written request for Operational Changes ("**RFOC**") to the Contractor.
- 16.6 The RFOC shall include the following details:
- 16.6.1 the proposed Operational Change;
 - 16.6.2 time-scale for completion of the Operational Change;
 - 16.6.3 any obligations on the Authority required to implement change; and
 - 16.6.4 any cost efficiencies.
- 16.7 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 16.8 The Contractor shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.
- 16.9 The Parties agree and acknowledge that an Operational Change (or any number of Operational Changes) shall not amount to a substantial modification of the Contract or alter its overall nature or render its terms substantially different in character or effect.
17. **Document Change Control Procedure**
- 17.1 **Status**
- As at the Commencement Date, version 1.0 of each Controlled Document is listed in version 1.0 of the CD Register. Each Controlled Document is agreed between the Parties save for the Equipment Refresh Plan, Equipment Register, Exit Plan, Mobilisation, Transition and Transformation Plan and Transformation Plan.
- 17.2 **Changes to Controlled Documents**
- 17.2.1 This **paragraph 17 (Document Change Control Procedure)** sets out the process for incorporating changes to Controlled Documents ("**Document Change Procedure**").



- 17.2.2 Changes to Controlled Documents themselves shall only be effective when signed by the authorised representative of each Party (or as otherwise listed in the relevant Controlled Document) and given an appropriate version number.
- 17.2.3 Changes to Controlled Documents shall be recorded by issuing a new version of the relevant Controlled Document to all appropriate personnel of both Parties signed by the authorised representative referred to in **paragraph 17.2.2 (Changes to Controlled Documents)**.
- 17.2.4 Upon:
- 17.2.4.1 a new version of a Controlled Document being agreed and the version number being incremented;
 - 17.2.4.2 a new Controlled Document being agreed; and/or
 - 17.2.4.3 the Parties agreeing that an existing Controlled Document should no longer be classified as a Controlled Document,
- the information in the CD Register shall be updated accordingly and a new version of the relevant Controlled Document shall be made available to the Parties.
- 17.2.5 Any change to a Controlled Document under this **paragraph 17 (Document Change Control Procedure)** may be implemented under this **paragraph 17 (Document Change Control Procedure)** without following the Change Procedure for proposed changes provided they do not:
- 17.2.5.1 have an impact on the Authority;
 - 17.2.5.2 require a change to the Contract;
 - 17.2.5.3 have a direct impact on use of the Services; or
 - 17.2.5.4 involve the Authority in paying any additional charges or other costs.
- 17.2.6 Where any of the circumstances in **paragraph 17.2.5 (Document Change Control Procedure)** apply, or where a change to a Controlled Document required as a consequence of a Change, the change to the Controlled Document shall be agreed as part of the Change Procedure and the Controlled Document shall be updated by the Contractor within five (5) Business Days of the Change Confirmation being executed in accordance with **paragraph 11 (Implementation of Changes)** or such other date as set out in the Change Confirmation.



APPENDIX 1 - CHANGE NOTICE FORM



CHANGE NOTICE FORM	
Supporting Documentation should accompany this form where possible	
1. Contract Detail	Prison Operating Contract – Call off Contract HMP Forest Bank between the Secretary of State for Justice and Sodexo Limited dated [insert]
2. The <<initiating Party>> proposes the following variation (Change) to the Contract as follows:	
NOTE: The Change Notice (CN) number below will be made up of the first 3 letters of the Prison, e.g. FOR, a dash, then "CN", a dash, then the number of the CN, e.g. 01, followed by the year, e.g. 2018 = 18. For example: XXX-CN-01-18.	5. Title of CN: <<Describe the principal subject matter of the CN>>
3. CN No: <<AAA-CN-NN-NN>>	
4. Date CN No. (originally) issued/raised: <<DD/MM/YYYY>>	6. Draft/Final (amend as reqd.) Version No: <<NN>>
7. CN Originator and initiating Party:	<<Name, position, organisation, address, post code, telephone and email details of the Authority's or Contractor's representative(s) as appropriate>>
8. Contract documentation proposed to be varied or changed:	<<Clause(s), Schedule(s), Appendix(ices), other details, etc>>
9. Details of proposed Change(s):	<<Details of any Service(s) and resource(s) required to deliver the proposed Change(s), specification(s), requirement(s), etc. >>



	<<State whether regulatory and / or statutory factors / requirements have been taken into consideration by the proposed change(s)>>
10. Details of Change(s) to the Contract:	<<Specify any Clause(s), Schedule(s), Appendix(ices), paragraph(s) attachments which will be affected by the proposed Change(s). Authority to consider any increased or additional insurances that are required (including if PII cover under clause 68 needs to be increased for the proposed Change(s) or if any other insurances set out in Part 2 of Schedule 19 (Required Insurances) are required)>>
11. Impact of proposed Change(s):	<<Impact of proposed Change(s) including quality implications, etc>> To include any changes to the Base Case resulting from the Change, and consider any evidence needed to trigger payment for completion of the Change, any ramp up (and corresponding ramp of payment for) change
12. Estimate / Statement of proposed cost of Change(s):	<<Cost, quotation / Estimate validity (date), timescales for scheduled payments, etc>> To include any changes to the Base Case resulting from the Change, and consider any evidence needed to trigger payment for completion of the Change, any ramp up (and corresponding ramp of payment for) change
13. Payment: (In accordance with Schedule 14 – Payment Mechanism, if applicable)	<<Timescales for scheduled payments if applicable>>
14. Indexation / Inflation: (Relating to Schedule 14 – Payment Mechanism, if applicable)	<<What element or amount of the payment(s) is subject to Indexation / inflation and why? When?>>



15. Proposed / Actual timetable for implementation:	<<Commencement date and timescale(s) proposed for change(s)>>	
16. Expiry of Validity of CN, if applicable:	<<Explanation and date up to which the CN will be valid once this Change Notice is executed>>	
<u>17. Ministry of Justice Procurement Directorate use only</u>		
Date CN submitted:	Date CN evaluated:	
Date Further Information Requested:	Date Further Information Received: (including modified CN)	
Date Modified CN Evaluated:	<u>Where change affects the fabric of the building;</u> Date Capacity Directorate Project Sponsor approved:	
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Date: DD/MM/YYYY	Date: DD/MM/YYYY	Date: DD/MM/YYYY
For Ministry of Justice Operational Lead	For Ministry of Justice Commercial Lead Procurement Directorate	For Sodexo Limited Contractor authorised signatory

DO NOT REMOVE FROM FORM. For the avoidance of doubt this Change Notice does not constitute an amendment to the Contract. A Change shall only take effect following execution of a Change Confirmation and from the date set out in that Change Confirmation.

Document Reference: *Change Notice Form, Version 01 (Month 20XX)*



APPENDIX 2 - CHANGE CONFIRMATION FORM

CHANGE CONFIRMATION	
CONTRACT TITLE:	Prison Operating Contract – Call off Contract HMP Forest Bank
CONTRACT PACKAGE AREA:	
CHANGE NUMBER:	
CHANGE CONFIRMATION EFFECTIVE DATE:	
BETWEEN:	<p>THE SECRETARY OF STATE FOR JUSTICE acting as part of the Crown of 102 Petty France, London, SW1H 9AJ; and</p> <p>Sodexo Limited (registered in England under number 00842846), whose registered office is at One, Southampton Row, London, WC1B 5HA.</p>
<p>1. The Contract is amended as follows:</p> <p><i>[Note: Parties to set out the provisions of the Contract to be amended and the applicable amendments or any additions to the Contract]</i></p> <p>2. The Contract shall continue in full force and effect as amended by this Change Confirmation.</p>	



Signed:	
For the Authority:	
Signature	:.....
Name	:.....
Title	
Date	
For the Contractor:	
Signature	:.....
Name	:.....
Title	
Date	

A1. Policies and procedures for use of the Change Notice and Change Confirmation:

- A1.1 These forms and no other versions of such must be used by either Party for the purpose of proposing and executing Changes / variations to the Contract, although attachments and/or Estimates may be added to it as supporting information, as required. An electronic template of this form will be provided to the Contractor by the Authority and on the occasion of any variation to it.
- A1.2 Any variations to this form itself shall be agreed between the Parties in writing (via a Change Confirmation) prior to use / implementation. If either form should require amendment the Authority shall be solely responsible for any amendment / update to the relevant form and ensure that its 'Document Reference', i.e. version number and date (recorded at the bottom of the Change Notice Form) is also revised accordingly.
- A1.3 Notwithstanding **paragraphs A1.1 (Policies and procedures for use of the Change Notice)** and **A1.2 (Policies and procedures for use of the Change Notice)**, the Contractor may replace the Authority's logo at the top of this form with its own when instigating a Contractor Change.
- A1.4 Completing important elements of the Change Notice Form:

When initially raising a Change Notice the following must be completed on the form herein as follows:

- A1.4.1 Section 2. The initiating Party must be filled in, i.e. 'Authority' or 'Contractor'.
- A1.4.2 Section 3. A Change Notice number must be typed in the space provided. The relevant number must be obtained from the Authority.
- A1.4.3 Section 4. At the same time the Change Notice number is allocated, the date that the Change Notice was actually raised must also be stated on the form; once this date has been recorded on the Change Notice Form it must remain static on the form for the duration of the life of that particular Change Notice.
- A1.4.4 Section 6. When the Change Notice is first raised and is being reviewed by either, or both, Parties it must be allocated a 'Draft' status, commencing with the version number '01'. As the Change Notice is amended, updated or revised, in any way, the version number must be amended accordingly, i.e. 02, 03, 04 and so on. Once general agreement has been reached by both Parties on the final detail of a Change Notice its status must be changed to 'Final' commencing with the version number '01'. Should however any further amendments or updates take place at the 'Final' Status



stage the version number must be amended accordingly, i.e. 02, 03, 04 and so on. Once the 'Final' status Change Notice is agreed, a Change Confirmation Note will be executed by the Parties.

- A1.4.5 Sections 5, 7 – 17 inclusive must be completed as appropriate to the needs of the relevant Parties.
- A1.4.6 Any revisions to an unsigned ongoing Change Notice must also include any amendments required under **paragraphs A1.4.4 (Policies and procedures for use of the Change Notice and Change Confirmation)** and **A1.4.5 (Policies and procedures for use of the Change Notice and Change Confirmation)**.
- A1.4.7 Section 18. Only at the point when all relevant amendments have been made to a Change Notice and both Parties are agreed and satisfied it is complete, accurately reflects the facts, information and requirements of the Change required shall a Change Confirmation be executed and dated by the authorised signatories of the Parties, with due regard to **paragraph A1.4.4 (Policies and procedures for use of the Change Notice and Change Confirmation)**. A completed and properly executed Change Confirmation shall confirm the unequivocal agreement of the Parties to vary the Contract in accordance with its requirements. For the avoidance of doubt, the last of the three dates of any of the three signatories set out in section 18 shall be deemed to be the actual date of execution.



APPENDIX 3 – CD REGISTER

1. Base Case
2. Equipment Refresh Plan
3. Equipment Register
4. Exit Plan
5. Mobilisation, Transition and Transformation Plan
6. Transformation Plan