

## **Schedule 22**

### **Change Control Procedure**

## Schedule 22: Change Control Procedure

### 1 Definitions

1.1 In this Schedule, the following definitions shall apply:

<b>“Authority Change Manager”</b>	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
<b>“Change Request”</b>	a written request for a Contract Change which shall be substantially in the form of Annex 1, but excluding Operational Change;
<b>“Change Communication”</b>	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
<b>“Fast-track Change”</b>	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
<b>“Impact Assessment”</b>	an assessment of a Change Request in accordance with Paragraph 5;
<b>“Impact Assessment Timetable Estimate”</b>	has the meaning given in Paragraph 4.3;
<b>“Operational Change”</b>	<p>any change in the Supplier's operational procedures and/or to all or any part of the IT Environment used in connection with the provision of Services (including, but without limitation, in connection with the provision of the Service Continuity Services), which in all respects, when implemented:</p> <p>(a) will not affect the Charges and will not result in any other costs to the Authority in addition to the Charges (and which shall include, but not be limited to, those Operational Changes that are expressly included within the scope of the Operational Services under Schedule 2 (<i>Services Description</i>) and, in turn, are already included within the Service Charges set out in Schedule 15 (<i>Charges and Invoicing</i>));</p>

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- (b) may change the way in which the Services are 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 IT infrastructure; and
- (d) will not require a change to this Contract;

**“Receiving Party”** the Party which receives a proposed Contract Change; and

**“Supplier Change Manager”** the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

## **2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

- 2.1 This Schedule sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If the Authority is in doubt about whether a change falls within the definition of an Operational Change, then it will be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
  - 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
  - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
  - 2.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
  - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
  - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2; and

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- 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 14 (*Testing Procedures*), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, then:
  - 2.5.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
  - 2.5.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
  - 2.6.1 within 10 Working Days of the Authority's signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
  - 2.6.2 thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

## **3 COSTS**

- 3.1 Subject to Paragraph 3.3, each Party will bear its own costs of preparing a Change Request, and the Supplier will bear its own costs of preparing each Impact Assessment.
- 3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 15 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

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- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

### **4 CHANGE REQUEST**

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment in substantially the same form as set out as Annex 2 to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practicable and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Timetable Estimate**") of the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Timetable Estimate or within any longer time period agreed by the Authority.
- 4.4 If the Authority accepts an Impact Assessment Timetable Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Timetable Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

4.4.1 the nature of the request for clarification; and

4.4.2 the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

### **5 IMPACT ASSESSMENT**

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 5.1.2 details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;

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- 5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
  - (i) the Services Description, the Performance Indicators and/or the Target Performance Levels;
  - (ii) the format of Authority Data, as set out in the Services Description;
  - (iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and/or
  - (iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;
- 5.1.4 details of the cost of implementing the proposed Contract Change;
- 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- 5.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data subject to UK GDPR outside the UK or the processing or transfer of any Personal Data subject to EU GDPR outside the EU, the preparation of the Impact Assessment shall also be subject to Clause 21 (*Protection of Personal Data*).
- 5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment.
- 5.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 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 then re-issue the relevant Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

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- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
- 5.5.1 be based on the Financial Model;
  - 5.5.2 facilitate the Financial Transparency Objectives;
  - 5.5.3 include estimated volumes of each type of resource to be employed and the applicable rate card;
  - 5.5.4 include full disclosure of any assumptions underlying such Impact Assessment;
  - 5.5.5 include evidence of the cost of any assets required for the Change; and
  - 5.5.6 include details of any new Sub-contracts necessary to accomplish the Change.
- 5.6 In accordance with Paragraph 3.1, the Supplier shall bear its own costs (including, but not limited to, any costs of its Sub-contractors) incurred in connection with the preparation of all Impact Assessments (including any re-issue of any Impact Assessment pursuant to Paragraph 5.4), and such costs shall not be chargeable to or payable by the Authority.

## **6 AUTHORITY'S RIGHT OF APPROVAL**

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
  - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
  - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.
- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with

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Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note in a form substantially as set out in Annex 3 which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note), shall constitute confirmation of a binding variation to this Contract.

- 6.3 If the Authority does not sign the Change Authorisation Note within 10 Working Days of it being received in accordance with Paragraph 6.2, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

## **7 SUPPLIER'S RIGHT OF APPROVAL**

- 7.1 Following an Impact Assessment, if:

7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- (i) materially and adversely affect the risks to the health and safety of any person; and/or
- (ii) require the Services to be performed in a way that infringes any Law; and/or

7.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

## **8 FAST-TRACK CHANGES**

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

- 8.2 If:

8.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12-month period; and



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- 8.2.2 the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

- 8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

## 9 OPERATIONAL CHANGE PROCEDURE

- 9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be raised to the Authority for approval by submitting a written request for Operational Change ("**RFOC**") to the Authority Change Manager, without following the Contract Change Control Procedure, provided they do not:

- 9.1.1 have an impact on the business of the Authority;
- 9.1.2 require a change to this Contract;
- 9.1.3 have a direct impact on use of the Services; or
- 9.1.4 involve the Authority in paying any additional Charges or other costs.

- 9.2 The Authority may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier Change Manager.

- 9.3 The Operational Change Process for handling and approving requests for Operational Change raised by each Party is further detailed in Schedule 2 (*Services Description*).

- 9.4 The RFOC request shall include the following details:

- 9.4.1 the proposed Operational Change; and
- 9.4.2 the time-scale for completion of the Operational Change.

- 9.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

- 9.6 The Supplier shall complete each approved Operational Change (i.e. that has been approved in accordance with the Operational Change Process) by the timescale specified for completion of the Operational Change in the RFOC request and shall promptly notify the Authority when the Operational Change is completed.

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### **10 COMMUNICATIONS**

- 10.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 42 (*Notices*) shall apply to a Change Communication as if it were a notice.

## Annex 1: Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED ( <i>OPTIONAL FIELD</i> ):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

## Annex 2: Impact Assessment

(FOR COMPLETION BY SUPPLIER)

CHANGE REQUEST NO:	CONTRACT TITLE & CONTRACT NUMBER:	SUPPLIER NAME & REGISTERED NO:
CONTRACT CHANGE TITLE:		CONTRACT CHANGE IMPLEMENTATION DATE:
FULL DETAILS OF THE IMPACT THE PROPOSED CONTRACT CHANGE WILL HAVE ON THE SERVICES AND YOUR ABILITY TO MEET YOUR OTHER OBLIGATIONS UNDER THIS CONTRACT:		
<p>ANY ADDITIONAL CHANGES TO THIS CONTRACT THAT WILL BE REQUIRED AS A RESULT OF THE CHANGE – INCLUDING ANY:</p> <p>1.SERVICE/SERVICE LEVELS/PERFORMANCE LEVELS</p> <p>2.FORMAT OF AUTHORITY DATA</p> <p>3.TIMETABLE FOR THE IMPLEMENTATION, INCLUDING TESTING</p> <p>4.AMENDMENTS TO CONTRACT WORDING</p> <p>5.COST OF IMPLEMENTING THE CHANGE – ONGOING/INCREASE/DECREASE IN COSTS</p> <p>6.ALTERATION IN RESOURCES – ESTIMATED VOLUMES AND APPLICABLE RATES</p>		
IMPACT ASSESSMENT COMPLETED BY: (NAME & POSITION IN ORGANISATION)		
<p>(FOR COMPLETION BY DWP)</p> <p>IMPACT ASSESSMENT APPROVED BY: (NAME &amp; DATE)</p>		

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IMPACT ASSESSMENT REJECTED BY: (NAME & DATE)
REASON FOR REJECTION:

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## Annex 3: Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i> ]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____