

OFFICIAL

APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 14

CHANGE CONTROL PROCEDURE

OFFICIAL

1. INTRODUCTION

- 1.1 This Call Off Schedule sets out the procedure for dealing with Changes. This Call Off Schedule 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 (including the Managing CCRs Policy as referenced in this Call Off Schedule) 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.
- 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 the Supplier shall assess and document the potential impact of a proposed Change in accordance with Paragraph 4 of this Call Off Schedule below 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;
 - 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;

OFFICIAL

- 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; 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 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, 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 Terms, nothing in this Call Off Schedule limits the Customer's rights to receive a reduction in the Call Off Contract Charges as a result of a Change or the Suppliers rights to increase the Call Off Contract Charges as a result of a Change.

3. CHANGE REQUEST

- 3.1 Either Party may seek a Change at any time during the Term. Unless otherwise stated in this Call Off Schedule, the Change Request shall be substantially in the form of Part 1 to Annex 1 to this Call Off Schedule 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 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

OFFICIAL

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 its other suppliers (by the Customer or the Agency Manager) for review, comment and feedback.
- 3.4 If Approval to proceed has been provided in accordance with Paragraph 3.2 above, 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 above. 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.
- 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 and the ten (10) Working Day time period above in this Paragraph 3.5 (or such other period as agreed by the Parties 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 off this Call Off Schedule and substantially in

OFFICIAL

accordance with Part 2 of Annex 1 to this Call Off Schedule. 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 Call Off Contract 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 Call Off Contract 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;

OFFICIAL

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, 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.

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, 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 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, the Customer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

OFFICIAL

- 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;
- 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, on receiving the modified Change Request and/or Impact Assessment, the Customer shall either:
- 5.1.3.1 authorise the Change proceed to the next stage by entering such authorisation in the Electronic Change System; or
- 5.1.3.2 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 5.1.3.1 (as applicable) above, 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:

OFFICIAL

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 by the Supplier or Paragraph 5.1.4 above 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 by the Supplier or Paragraph 5.1.4 above 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 3 of Annex 1 to this Call Off Schedule (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. 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 3 of Annex 1 to this Call Off Schedule 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 above, 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.

OFFICIAL

6.2 Subject to Clause 6.3 of this Call Off Schedule, 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.

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

OFFICIAL

7. CHANGE AUTHORISATION

- 7.1 Any proposed Change processed in accordance with this Call Off Schedule that requires signature of the Change Authorisation Note under Paragraphs 4.1.11 or 5.1.4 of this Call Off Schedule, 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 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.

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 above or the Supplier's authorised person(s), 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 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.

OFFICIAL

- 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 above, 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 authorised representative of the Supplier, who will promptly and in any event within 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 above 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 Call Off Contract Charges, any Call Off Contract Charges incurred by the Supplier in relation to the Urgent Change that are in excess of any capped Call Off Contract Charges

OFFICIAL

under Paragraph 10.4 above, 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 terms and conditions of this Call Off Contract, including the limitations of liability set out therein, shall apply to any and all Urgent Changes authorised in accordance with Paragraph 10.4 above. Upon authorisation of an Urgent Change as detailed in and subject to the terms of Paragraph 10.5 above (including the provisions relating to the cap on the Call Off Contract 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 Call Off Contract Charges were incurred, all Call Off Contract Charges incurred as a direct result of the Supplier fulfilling such Urgent Change and the Customer shall pay all such Call Off Contract Charges, where applicable up to any cap in accordance with Paragraph 10.4 above, 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 above, 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 above; and (ii) and any previous terms and/or Call Off Contract Charges authorised by the Customer under Paragraph 10.4 above shall no longer apply in relation to such Urgent Change.

OFFICIAL**ANNEX 1 (CHANGE DOCUMENTATION)**

This Annex consists of the following three parts:

- CHANGE REQUEST (Part 1)
- IMPACT ASSESSMENT (Part 2)
- CHANGE AUTHORISATION NOTE (Part 3)

PART 1 – CHANGE REQUEST

CHANGE NO.:	TITLE OF CHANGE:	TYPE OF CHANGE:
PROJECT:		REQUIRED BY DATE:
CHANGE ACTIVITY	NAME:	DATE:
RAISED BY:		
STATE IF CHANGE IS FAST-TRACK CHANGE OR URGENT:		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS: N/A		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CHANGE:		
Details of the Security Impacts (see Paragraph 4.1.10 of Call Off Schedule 14)		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

OFFICIAL**PART 2 - IMPACT ASSESSMENT**

CHANGE NO	TITLE:	DATE RAISED:
PROJECT	REQUIRED BY DATE:	
DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED AGREEMENT CHANGE.		
PROPOSED ADJUSTMENT TO THE CALL OFF CONTRACT CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS)		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVEL TARGETS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

OFFICIAL

PART 3 - CHANGE AUTHORISATION NOTE

**IN RELATION TO
CONTRACT REF
RM1058**

Contract ref [PR/xx/201X]

Change Authorisation Number:

DATED:

BETWEEN:

The Crown Prosecution Service ("the Customer")

and

***[insert Supplier name]* ("the Supplier")**

1. The Parties entered into the Call Off Contract relating to the provision of Application Support and Hosting Services , dated [DD MM 2017] under a framework with reference RM 1058 and with the Change Authorisation Number stated above (the "Call Off Contract").
2. The Parties wish to amend and/or supplement the Call Off Contract as stated in this Change Authorisation Note.
3. This Change Authorisation Note shall take effect on the date of the last signature by the Parties as indicated below.
4. With effect from the effective date of this Change Authorisation Note, the Call Off Terms are amended and supplemented as indicated in the attached document.
5. Words and expressions in this Change Authorisation Note shall have the meanings given to them in the Call Off Contract.
6. The Call Off Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change Authorisation Note.
7. This Change Authorisation Note is without prejudice to either Party's accrued rights or remedies under the Call Off Contract.
8. This Change Authorisation Note may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together with the Call Off Contract constitute a single instrument

OFFICIAL

9. This Change Authorisation Note constitutes part of the Call Off Contract and is therefore subject to Clause 57 (Dispute Resolution) and Clause 58 (Governing Law and Jurisdiction) of the Call Off Contract.

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