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| **CHANGE CONTROL NOTICE (CCN)** | | | |
| **Contract Title:** | Contract for the Provision of **CCS Internal Contract Dynamic Purchasing System Marketplace** (The Contract) | | |
| **Contract Reference:** | RM6101 CCS | **Contract Change Number:** | **1** |
| **Date CCN issued:** | 8th April 2024 | **Date Change Effective from:** | 1st April 2024 |
| **Between**: The **Crown Commercial Service** (The Buyer) and **NQC Limited** (The Supplier)   1. The Contract is varied as follows:    1. The Buyer is utilising two (2) one (1) year extension options that were included in the original contract.    2. The new end date for the contract will be 31st March 2026 with a Total Contract Value of £1,297,743.57 ex VAT (inclusive of extension options.    3. In addition to the time and cost, the following changes have been made       1. **Annex A** - Call Off Schedule 7 (Key Supplier Staff) has been updated with the new key roles.       2. **Annex B** - Call Off Schedule 3 (Continuous Improvement) contains updated wording.       3. **Annex C** - Call Off Schedule 5 (Pricing Details) contains the new schedule of rates 2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract. 3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice. | | | |
| Change authorised to proceed by: (Buyer’s representative):  5 June 2024  **REDACTED TEXT under FOIA Section 40, Personal Information**.  **REDACTED TEXT under FOIA Section 40, Personal Information**.        Signature Print Name and Job Title Date | | | |
| **REDACTED TEXT under FOIA Section 40, Personal Information**.  **REDACTED TEXT under FOIA Section 40, Personal Information**.  14th June 20204  Authorised for and on behalf of the Supplier:      Signature Print Name and Job Title Date | | | |
| **REDACTED TEXT under FOIA Section 40, Personal Information**.  **REDACTED TEXT under FOIA Section 40, Personal Information**.  19th June 2024  Authorised for and on behalf of the Buyer:  Signature Print Name and Job Title Date | | | |

# Annex A - Call-Off Schedule 3 (Continuous Improvement)

## **Buyer’s Rights**

## The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

## **Supplier’s Obligations**

## The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer

## The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

## In addition to Paragraph 2, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

### identifying the emergence of relevant new and evolving technologies;

### changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

### new or potential improvements to the provision of the Deliverables (functionality) including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

### Measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

## The initial Continuous Improvement Plan (Jira Backlog) for the first (1st) Contract Year shall be agreed by the Supplier and the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

## The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

## The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

## If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

## Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.8:

### the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

### the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

## The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.6.

## All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

## Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

## At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

# Annex B - Call-Off Schedule 7 (Key Supplier Staff)

## The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

## The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

## The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

## The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

### requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

### the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

### the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

**Key Roles**

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| **Name** | **Key Role** | **Contact Details** |
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# annex C – Call Off Schedule 5 (Pricing Details)

# REDACTED TEXT under FOIA Section 43 Commercial Interests