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Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule 8.2 – Change Control Procedures

Secure English Language Testing Services

Trinity College London

DOCUMENT LIST

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1. INTRODUCTION

- 1.1 This Schedule sets out the procedure to be used by the Parties to process Changes to the Concession Agreement.

2. PROCEDURE FOR CHANGES

- 2.1 Either Party may propose a Change by issuing a completed Change Request to the other. The Change Request shall be substantially in the form of Annex 8.2-1 to this Schedule.
- 2.2 Any proposed Change shall not be authorised and the Concessionaire shall not implement any proposed Change unless and until the relevant Change Authorisation Note has been signed by the Authority's Concession Manager.
- 2.3 Any discussions, negotiations or other communications which may take place between the Authority and the Concessionaire in connection with a proposed Change, including any Change Request, Impact Assessment and/or Change Authorisation Note, shall be without prejudice to each Party's other rights under this Concession Agreement.
- 2.4 Each Party acknowledges the need and undertakes to act reasonably and in good faith at all times in relation to the proposal, consideration, approval and rejection of proposed Changes.
- 2.5 Each Party shall be responsible for its own costs and expenses incurred in the preparation and assessment of Change Requests, Impact Assessments and/or Change Authorisation Notes.
- 2.6 Where the Concessionaire proposes changes to approved SELT Tests, either to remove or include a new SELT Test the Authority requires six (6) months' notice prior to any changes taking effect. The Authority will seek external assurance of any re-mapping of Tests against the CEFR and reserves the right to refuse to implement the change if it is not satisfied with the re-mapping and the new levels.

3. CHANGE REQUESTS

- 3.1 If the Concessionaire issues a Change Request, it shall provide an Impact Assessment to the Authority as soon as reasonably practicable, but in any event within five (5) Working Days of issuing the Change Request.
- 3.2 If the Authority issues the Change Request, then the Concessionaire shall, subject to Paragraph 3.2, provide an Impact Assessment to the Authority as soon as reasonably practicable, but in any event within five (5) Working Days of the date of receiving the Change Request from the Authority.
- 3.3 If the Concessionaire requires any clarification of a Change Request issued by the Authority, it shall promptly notify the Authority and provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

The time period for completion of the relevant Impact Assessment shall be extended by the time taken by the Authority to provide those clarifications.

4. IMPACT ASSESSMENT

4.1 The Impact Assessments form shall substantially be in the form of Annex 8.2-2 to this schedule. Each Impact Assessment 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 Concession and the Concessionaire's ability to meet its other obligations under this Concession Agreement and any variation to the terms of this Concession Agreement that will be required as a result of that impact including, without limitation, changes to:

- a) the Authority's Requirements;
- b) the Mobilisation Plan; and
- c) any other timetable previously agreed by the Parties;

4.1.3 details of:

- a) any proposed increase or reduction in the Fees; and

4.1.4 such other information as the Authority may reasonably request in (or in response to) the Change Request.

4.2 Subject to paragraph 4.3, the Authority shall review the Impact Assessment and, within ten (10) Working Days of receiving of the Impact Assessment, it shall respond to the Concessionaire in accordance with paragraph 5.

4.3 If the Authority requires further information regarding the Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Concessionaire of this fact and detail the further information that it requires. The Concessionaire shall update and re-issue the relevant Impact Assessment to the Authority within five (5) Working Days from receiving such notification. The Parties shall repeat the process described in this Paragraph until the Authority is reasonably satisfied that it has sufficient information to evaluate properly the Change Request and Impact Assessment.

5. AUTHORITY'S OPTIONS AFTER EVALUATION

- 5.1 Within thirty (30) Working Days of receiving the Impact Assessment from the Concessionaire or within twenty (20) Working Days of receiving the further information that it may request pursuant to paragraph 4.3, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 5.1.1 approve the proposed Change, in which case the Authority and the Concessionaire shall follow the procedure set out in paragraph 6; or
 - 5.1.2 reject the proposed Change, in which case it shall notify the Concessionaire of the rejection. The Authority shall not reject any proposed Change to the extent that the proposed Change is necessary for the Concessionaire or the Services to comply with any changes to Law. If the Authority does reject a Change, then it shall explain its reasons in writing to the Concessionaire as soon as is reasonably practicable following such rejection; or
 - 5.1.3 require the Concessionaire to modify, where reasonable, the Change Request and/or Impact Assessment, in which event the Concessionaire shall make such modifications within five (5) Working Days of such request. Subject to paragraph 4.3, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the Change within five (5) Working Days.

6. CHANGE AUTHORISATION NOTE

- 6.1 If the Authority approves the Agreement Change pursuant to Paragraph 5.1.1 and it has not been rejected by the Concessionaire in accordance with Paragraph 7, then it shall inform the Concessionaire and the Concessionaire shall within five (5) Working Days of the Authority's approval prepare two (2) copies of a Change Authorisation Note (Annex 8.2-3) which it shall sign and deliver to the Authority for its signature.
- 6.2 Following receipt by the Authority of a valid and accurate Change Authorisation Note signed by the Concessionaire, the Authority shall sign both copies and return one (1) copy to the Concessionaire.
- 6.3 On the Authority's signature, the Change Authorisation Note shall constitute a binding variation to this Concession Agreement.

7. CONCESSIONAIRE'S RIGHT TO REJECT THE CHANGE

7.1 The Concessionaire shall be obliged to implement all reasonable Changes authorised by the Authority save that, if following an Impact Assessment, the Concessionaire believes, acting reasonably, that any Change which is requested by the Authority would:

7.1.1 materially and adversely affect the risks to the health and safety of any person;

7.1.2 require the Services to be performed in a way that infringes any Law of the United Kingdom or the law in any other applicable jurisdiction where the Chargeable Services are received; or

7.1.3 if the Concessionaire can demonstrate to the Authority's reasonable satisfaction that it is technically unable to implement the proposed Agreement Change

then the Concessionaire shall be entitled to reject the Change and shall notify the Authority of its reasons for doing so within five (5) Working Days of the date on which it is obliged to deliver the Impact Assessment in accordance with Paragraph 3.2 of this Schedule 8.2.

7.2 The Concessionaire's right to reject the changes shall be limited when change is required to remedy adverse audit finding or changes within the Authority's policies, in accordance with the Concession Agreement.

8. COMMUNICATIONS

8.1 For any Change Communication made in respect of a Change or proposed Change to be valid under this Schedule, it must be sent to either the Authority's Representative or the Concessionaire's Representative, as applicable, under Schedule 9.2 (Personnel and Key Representative). All Change Communications will be sent in accordance with the provisions of Clause 40 of the Concession Agreement.

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ANNEX 8.2-1 CHANGE REQUEST FORM

CR No.	Title	Required by Date	
Action	Name	Date	
Raised By:			
Area(s) Impacted:			
Assigned for Impact Assessment by:			
Assigned for Impact Assessment to:			
Concessionaire reference no.:			
Full description of requested Change			
Details of any proposed alternative scenarios			
Reasons for and benefits and disadvantages of requested Change			
Signature of requesting Change Owner			
Date of Request			

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ANNEX 8.2-2 IMPACT ASSESSMENT FORM

CR No.	Title	Date Raised:
Required by Date		
Detailed description of Change for which Impact Assessment is being prepared and details of any related Changes		
Proposed adjustment (if any) to the Fees paid by Candidates from the date of the Change		
Details of any proposed amendments to the Authority's Requirements		
Details of any Service Levels affected		
Details of any Service impact		
Recommendations		

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Estimated timescale for implementation		
Signed by		
Impact Assessment completed by:		
Signature:		Date:
Additional details surrounding decision (optional field)		

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ANNEX 8.2–3 CHANGE AUTHORISATION NOTE

CR No.	Title:	Date raised:	Raised by:
	Required by date		
Details of linked Change Requests and Change Authorisation Notes			
Detailed Description of Change			
Estimated timescales for implementation			
Details of any dependencies (including any required input from the requesting Party)			
Details of resulting deliverables			
Details of any training of personnel required (including any documentation to be produced and any testing to be applied).			
Agreement Change Authorisation (Yes/No)			

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Authorisation		
Signature:		Date:
Signature:		Date:
Additional details surrounding decision (if required)		