

CALL OFF SCHEDULE 5: CHANGE CONTROL PROCEDURE

PART A – SHORT FORM CHANGE CONTROL PROCEDURE

Not used

PART B – LONG FORM CHANGE CONTROL PROCEDURE

1. STRUCTURE OF PART B OF THE SCHEDULE

1.1 This Part B is split into two further parts:

1.1.1 Part 1: General Principles – this part describes the general principles applicable to Changes; and

1.1.2 Part 2: Bilateral Changes – this part describes the process applicable to Bilateral Changes.

2. DEFINITIONS

In this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), the following definitions shall apply:

“Bilateral Change”	means any Change which has no impact on any other Programme Supplier’s services or systems;
“Buyer Change Manager”	the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;
“Change Authorisation Note”	an authorisation note setting out an agreed Contract Change which shall be substantially in the form of Annex 3 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Contract Change”	any change to this Contract other than an Operational Change;
“Emergency Change”	has the meaning given in Paragraph 8 of Part 2;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 6 of Part 2;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5 and which shall be substantially in the form of Annex 2 of this Part B (Long Form Change Control Procedure) of this Call Off Schedule 5 (Change Control Procedure);
“Impact Estimate”	has the meaning given in Paragraph 2.3 of Part 2;

“Implementation Period”	has the meaning given in Call Off Schedule 11 (Implementation)
“Multi Party Change”	means a Contract Change which impacts the services or products supplied by more than one Programme Supplier;
“Operational Change”	<p>any change in the Supplier's operational procedures which in all respects, when implemented:</p> <ul style="list-style-type: none"> (i) will not affect the Charges and will not result in any other costs to the Buyer; (ii) 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, for example a change to enable functionality that already exists in the Licensed Software; (iii) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and (iv) will not require a change to this Contract;
“Receiving Party”	the Party which receives a proposed Contract Change;
“RFOC”	has the meaning given in Paragraph 7.2 of Part 2; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Representative.

PART 1: GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

1. PURPOSE

- 1.1 This Part of this Schedule 5 (Change Control Procedure) sets out the general principles applying to Changes.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 Where a Change only impacts one Programme Supplier it is a Bilateral Change. Where a Change impacts more than one Programme Supplier it is a Multi Party Change and the Multi Party Change Control Procedure set out in Schedule 5 to the Collaboration Agreement shall apply.
- 2.2 Where a Multi Party Change impacting this Contract is agreed through the Multi Party Change Control Procedure, a binding variation to this Contract will result, as set out in paragraph 3.2 of Part 2 of Schedule 5 to the Collaboration Agreement.
- 2.3 Operational Changes shall be processed in accordance with Paragraph 7 of Part 2. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.4 Subject to Paragraph 8 of Part 2 in respect of Emergency Change, the Parties shall deal with Contract Change as follows:
- 2.4.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 2 of Part 2;
- 2.4.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 3 of Part 2 before the Contract Change can be either approved or implemented;
- 2.4.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 4 of Part 2;
- 2.4.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 5 of Part 2;
- 2.4.5 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 Buyer in accordance with Paragraph 4.2 of Part 2; and
- 2.4.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 6 of Part 2.
- 2.5 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 Call Off Schedule 12 (Testing Procedures) where used, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.6 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 4.2 of Part 2, then:
- 2.6.1 unless the Buyer 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

- 2.6.2 any discussions, negotiations or other communications which may take place between the Buyer 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.
- 2.7 The Supplier shall:
- 2.7.1 within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer 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
- 2.7.2 thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time to time request.
- 2.8 Unless otherwise agreed between the Parties in writing, there shall be no Contract Changes requested or processed during the Transition phase of the Implementation Period.

3. COSTS

- 3.1 Subject to Paragraph 3.3:
- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.
- 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 2 (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.
- 3.3 The Supplier shall not be entitled to add to or increase the Charges in respect of the following types of Contract Changes (and the Parties acknowledge and agree that this is not an exhaustive list of non-chargeable Contract Changes):
- (a) Contract Changes that are required in order to incorporate any services, functions and responsibilities (including incidental services, functions and responsibilities) that are not expressly described in Attachment 1 (Services Specification) of the Order Form, but which are reasonably and necessarily required for the proper performance and provision of the obligations set out in Attachment 1 (Services Specification) of the Order Form;
 - (b) Contract Changes which were envisaged by the Parties at the Commencement Date and for which a Charge is included in Attachment 2 (Charges and Invoicing) of the Order Form;
 - (c) Contract Changes required for the Supplier to carry out its obligations hereunder where the associated costs and expenses are already included in the Charges;

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- (d) Contract Changes that arise out of any incident or problem resolution procedure including the testing and acceptance procedures that are within the scope of the Services except where the root cause analysis determines that the incident was solely caused by the Buyer in which case such Contract Changes may be chargeable if agreed by both Parties;
- (e) Contract Changes required as a result of a General Change in Law; and
- (f) Contract Changes arising out of or in connection with any Default of the Supplier.

3.4 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.

PART 2: BILATERAL CHANGES

1. APPLICATION

- 1.1 This Part 2 applies to Bilateral Changes. If at any time it is determined that a Bilateral Change should be treated as a Multi Party Change then the Multi Party Change Control Procedure set out in Schedule 5 to the Collaboration Agreement shall apply.

2. CHANGE REQUEST

- 2.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 2.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.
- 2.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.
- 2.4 If the Buyer accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment 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 Buyer and provided that sufficient information is received by the Buyer to fully understand:
- 2.4.1 the nature of the request for clarification; and
- 2.4.2 the reasonable justification for the request;
- the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

3. IMPACT ASSESSMENT

- 3.1 Each Impact Assessment shall be completed in good faith and shall include:
- 3.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 3.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract; and
- 3.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
- (a) the Services Specification and/or the Service Levels;
- (b) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;

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- (c) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's IT infrastructure;
- 3.1.4 details of the cost of implementing the proposed Contract Change;
- 3.1.5 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;
- 3.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 3.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- 3.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 3.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 34 (Protection of Personal Data).
- 3.3 Subject to the provisions of Paragraph 3.4 of this Part 2, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 4 within fifteen (15) Working Days of receiving the Impact Assessment.
- 3.4 If the Buyer is the Receiving Party and the Buyer 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 five (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 Buyer within ten (10) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 3.4 of this Part 2 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 3.5 The calculation of costs for the purposes of Paragraphs 3.1.4 and 3.1.5 of this Part 2 shall:
 - 3.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 3.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
 - 3.5.3 include evidence of the cost of any assets required for the Change; and
 - 3.5.4 include details of any new Sub-Contracts necessary to accomplish the Change.

4. BUYER'S RIGHT OF APPROVAL

- 4.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 3.4 of this Part 2, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
 - 4.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 4.2 of this Part 2;

- 4.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Buyer 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 Buyer 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
- 4.1.3 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 five (5) Working Days of such request. Subject to Paragraph 3.4 of this Part 2, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 4.2 If the Buyer approves the proposed Contract Change pursuant to Paragraph 4.1 of this Part 2 and it has not been rejected by the Supplier in accordance with Paragraph 5 of this Part 2, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer 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.
- 4.3 If the Buyer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to Paragraph 3 of Call Off Schedule 4 (Dispute Resolution Procedure).

5. SUPPLIER'S RIGHT OF APPROVAL

- 5.1 Following an Impact Assessment, if:
 - 5.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:
 - (a) materially and adversely affect the risks to the health and safety of any person; and/or
 - (b) require the Services to be performed in a way that infringes any Law; and/or
 - 5.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the Services Specification does not 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 Buyer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 2.3 of this Part 2.

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.
- 6.2 If:

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

6.2.2 not used,

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 2, 3, 4 and 5 of this Part 2 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

6.3 The Parties may agree in writing to revise the parameters set out in Paragraph 6.2 of this Part 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 four (4) in a twelve (12) month period.

7. OPERATIONAL CHANGE PROCEDURE

7.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

7.1.1 have an impact on the business of the Buyer;

7.1.2 require a change to this Contract;

7.1.3 have a direct impact on use of the Services; or

7.1.4 involve the Buyer in paying any additional Charges or other costs.

7.2 The Buyer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier Representative.

7.3 The RFOC shall include the following details:

7.3.1 the proposed Operational Change; and

7.3.2 the time-scale for completion of the Operational Change.

7.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.

7.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

8. EMERGENCY CHANGE

If the Buyer believes a Change is required to respond to an emergency whether by virtue of changes in law/regulation or business circumstances (which the Buyer shall reasonably determine) and that it would not be practicable to agree the content of the Change via the Change Control Procedure prior to implementation of the Change (an "**Emergency Change**"), the Buyer may require the Supplier to immediately commence work to implement the Change and the Parties will subsequently discuss and agree the detail of an appropriate Change Authorisation Note as soon as reasonably possible.

9. COMMUNICATIONS

For any Change Communication to be valid under this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), it must be sent to either the Buyer

Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) shall apply to a Change Communication as if it were a notice.

10. CONTROLLED DOCUMENTS

- 10.1 The Parties require certain documents to be incorporated into this Contract, changes to which must be strictly controlled as set out in the remainder of this Paragraph 10.
- 10.2 Controlled Documents must be developed by the Buyer, or the Supplier (obtaining input from the Buyer and Other Core Defra Group Suppliers as appropriate), and subsequently agreed with the other Party as further described in this Paragraph 10.
- 10.3 Where the Buyer develops a Controlled Document, it shall provide the Controlled Document to the Supplier for review within timescales specified by the Buyer.
- 10.4 Where the Supplier develops a Controlled Document, it shall:
 - 10.4.1 provide a draft of the Controlled Document to the Buyer within timescales specified by the Buyer for the Buyer's review;
 - 10.4.2 maintain the Controlled Document, updating it as required and at least on an annual basis; and
 - 10.4.3 provide an updated version of the Controlled Document to the Buyer on the anniversary of the Commencement Date in each Contract Year (following creation of the Controlled Document) for the Buyer's review and written approval.
- 10.5 A list of the Controlled Documents is set out in Annex 4 which shall be updated by the Parties annually during the Contract Period.
- 10.6 The Parties shall maintain a List of Controlled Documents, which shall itself be a Controlled Document, throughout the Contract Period. Controlled Documents shall only be effective when signed by the authorised representative of each Party (as set out in that document) and, unless and until so approved and given an appropriate version number, shall constitute draft documents only.

ANNEX 1: Change Request Form

Change Request Form		Change Request Number:	
Contract:			
Contract Ref:			
Title:			
Originator:		Contact Number:	
Sponsor:		Contact Number:	
Date of Initiation:		Required by date:	
Change Category: (Type of Change)		Priority Category:	
Assigned for Impact Assessment to:			
Details of Proposed Change			
Initiated by	Date:		
Name and organisation (e.g.			

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“Buyer”, “Supplier”):	
Signature:	
Received by []	Date:

ANNEX 2: Impact Assessment Form

Impact Assessment Form	IAF version number
CR Title:	
Brief Description of Change:	
Impact:	
Sustainability Impact Assessment:	
Deliverables:	
Timetable:	
Test Success Criteria:	
Charges for Implementation:	
Change in Service Charge:	

Other Relevant Information:	
Authorised by Supplier	Date:
Name:	
Signature:	
The Supplier warrants and represents that this Impact Assessment form complies with the requirements of Paragraph 3 of Call Off Schedule 5 (Change Control Procedure), and that its content is, to the best of its knowledge and belief, accurate and comprehensive in all material respects.	

ANNEX 3: Change Authorisation Note

CAN Number :	CR Title: Impact Assessment version:
Date of Change Request	
Date of Impact Assessment Authorisation	
Implementation of this Change Request, is: (tick as appropriate)	
Approved Rejected Requires Further Information (as follows, as Attachment 1, etc.)	
For Buyer	For Supplier
Signature	Signature

ANNEX 4: Controlled Documents

Document Reference	Controlled Document	Location (following approval)