

Hosting

Schedule 8.2: Change Control Procedure

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1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This schedule 8.2 (Change Control Procedure) sets out the procedure for dealing with Contract Changes.
- 1.2 Operational Changes shall be processed in accordance with the Hosting Supplier's obligations in schedule 2.1 (Service Requirements) (but where it also involves a Contract Change the Contract Change should be dealt with in accordance with this schedule 8.2 (Change Control Procedure)). If either party is in doubt about whether a Change falls within the definition of an Operational Change then it will be processed as a Contract Change, subject to the Authority's approval.
- 1.3 Not used.
- 1.4 Changes to the MSA shall be processed in accordance with schedule 7 (Change Control Procedure) of the MSA. The Authority, in its sole discretion, will determine whether a proposed change falls within the scope of this schedule 8.2 (Change Control Procedure) and/or schedule 7 (Change Control Procedure) of the MSA.
- 1.5 Under this Change Control Procedure:
 - either party may request a Contract Change which they shall initiate by issuing a Change Request Part A: Initial Request in accordance with paragraph 3;
 - 1.5.2 the Hosting Supplier, Other FITS Suppliers and Other Authority Providers shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 and the Change Management Policies and Procedure, as obligated in schedule 2.1 (Service Requirements) before the Contract Change can be either approved or implemented;
 - 1.5.3 the Authority reserves the right to nominate the Hosting Supplier or an Other FITS Supplier to lead and co-ordinate the production and provision of a single and integrated solution across all affected FITS Suppliers;
 - 1.5.4 where the Authority nominates the Hosting Supplier in accordance with paragraph 1.5.3, the Hosting Supplier shall lead and co-ordinate the production and provision of a single and integrated solution across all affected FITS Suppliers that addresses the requirements set out in the Change Request Part A: Initial Request and any requirements set out in change requests relating to the same subject matter raised under Other Tower Services Agreements;
 - 1.5.5 where the Authority nominates an Other FITS Supplier in accordance with paragraph 1.5.3, the Hosting Supplier shall collaborate fully with the nominated FITS Supplier to ensure that a single and integrated solution across all FITS Suppliers is delivered that addresses the requirements set out in the Change Request Part A: Initial Request and any requirements in change requests relating to the same subject matter raised under Other Tower Services Agreements;
 - 1.5.6 the Authority shall have the right to request amendments to a Change Request Part A: Initial Request, approve it or reject it in the manner set out in paragraph 5;

- 1.5.7 the Hosting Supplier shall have the right to reject a Change Request Part A: Initial Request solely in the manner set out in paragraph 6;
- 1.5.8 no proposed Contract Change shall be implemented by the Hosting Supplier until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Authority in accordance with paragraph 5.2; and
- 1.5.9 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change (applying the provisions of paragraph 7) then it shall be processed in accordance with paragraph 7.
- 1.6 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Hosting Supplier shall follow the approval and testing procedures referred to in schedule 2.1 (Service Requirements) and, where appropriate, the Change Request Part C: Change Authorisation relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date in respect of such Contract Changes for the purposes of such procedures.
- 1.7 Until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Authority in accordance with paragraph 5.2, then:
 - 1.7.1 unless the Authority expressly agrees otherwise in writing, the Hosting Supplier shall continue to supply the Hosting Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
 - 1.7.2 any discussions, negotiations or other communications which may take place between the Authority and the Hosting 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 Agreement.
- 1.8 All timescales set out in paragraphs 3, 4, 5 and 6 of this schedule 8.2 (Change Control Procedure) are indicative and the Hosting Supplier shall comply with the timescales set out at Appendix 2 and Appendix 3. Appendix 2 sets out a high level timeline and Appendix 3 clarifies the timescales for the Hosting Supplier dependencies set out in that high level timeline. To the extent there is a conflict between the timescales in paragraphs 3, 4, 5 and 6 of this schedule 8.2 (Change Control Procedure) and timescales in Appendices 2 and 3, the timescales in Appendices 2 and 3 shall prevail and apply.

2. COSTS

- 2.1 Subject to paragraph 2.2, each party shall bear its own costs in relation to the preparation and agreement of each Change Request Part A: Initial Request and all Impact Assessments under B1 and B2.
- 2.2 All Contract Changes shall be calculated and charged for in accordance with the principles and Charges set out in schedule 7.1 (Charging and Invoicing). The Hosting Supplier will only be entitled to increase the Charges if it can demonstrate in the Change Request Part B1: Technical and Business Impact Assessment and/or Change Request Part B2: Financial Impact Assessment that the proposed Contract Change requires additional resources and is not something it would otherwise be liable to bear the cost of under this Agreement or the Master

Services Agreement 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 Hosting Services as amended by the Contract Change. Nothing in this schedule 8.2 (Change Control Procedure) limits the Authority's rights to receive a reduction in the Charges as a result of a Contract Change.

2.3 Any costs incurred in respect of any use of this Change Control Procedure by the Authority as a result of any error or default by the Hosting Supplier shall be paid for by the Hosting Supplier.

3. CHANGE REQUEST

- 3.1 Either party may issue a Change Request Part A: Initial Request to the other party at any time during the Term. The Change Request Part A: Initial Request shall be substantially in the form of Appendix 1 to this schedule 8.2 (Change Control Procedure) and must state whether the party issuing the Change Request Part A: Initial Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 If the Authority is the Receiving Party, then the Hosting Supplier shall also provide a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the Hosting Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of the date of issuing the Change Request Part A: Initial Request.
- 3.3 If the Hosting Supplier is the Receiving Party, then the Hosting Supplier shall provide an initial response within twenty-four (24) hours and a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the Hosting Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of the date of receiving the Change Request Part A: Initial Request from the Authority provided that if the Hosting Supplier requires any clarifications in relation to the Change Request Part A: Initial Request before it can deliver the Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment, then it will promptly notify the Authority and the time period shall be extended by the time taken by the Authority to provide those clarifications. The Authority shall respond to the request for clarifications as soon as is reasonably practicable and the Hosting Supplier shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

4. IMPACT ASSESSMENT

4.1 Each impact assessment shall be substantially in the form of Appendix 2 to this schedule 8.2 (Change Control Procedure) (Change Request Part B1: Technical and Business Impact

Assessment and Change Request Part B2: Financial Impact Assessment), and shall be completed in good faith and shall include (without limitation):

- 4.1.1 details of the proposed Contract Change including the reason for the Contract Change; and
- 4.1.2 details of the impact of the proposed Contract Change on the Hosting Services and the Hosting Supplier's ability to meet its other obligations under this Agreement and any variation to the terms of this Agreement that will be required as a result of that impact and including without limitation changes to:
 - 4.1.2.1 schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management);
 - 4.1.2.2 the Milestones, Transition Plan and any other timetable previously agreed by the parties;
 - 4.1.2.3 any dependencies on the Authority in relation to information on other services provided by Other FITS Suppliers and Other Authority Providers, including all changes required by the proposed Change to the Authority's ICT Environment.
 - 4.1.2.4 other services provided by Other FITS Suppliers and Other Authority Providers, including any changes required by the proposed Change to the Authority's ICT Environment;
 - 4.1.2.5 details of the cost of implementing the proposed Contract Change including any payment profile;
 - 4.1.2.6 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;
 - 4.1.2.7 a timetable for the implementation, together with a detailed proposal for the testing of the Contract Change;
 - 4.1.2.8 a demonstration by the Hosting Supplier that the Contract Change provides value for money for the Authority;
 - 4.1.2.9 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
 - 4.1.2.10 an analysis of the risks arising from the implementation of the Contract Change and a proposal as to pro-active management of the risks identified by both the Authority and the Hosting Supplier;
 - 4.1.2.11 such other information as the Authority may reasonably request in (or in response to) the Change Request Part A: Initial Request; and
 - 4.1.2.12 details of the actual or potential impact of the proposed Contract Change on the Master Services Agreement and/or on Other FITS

Suppliers' Tower Services Agreements and/or Collaborating Suppliers' Supply Agreements and/or on Exiting Contracts and services and charges under them, to the extent that the SIAM Supplier can reasonably assess them.

- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom Mainland, the preparation of the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment shall also be subject to clauses 43.3.12.2 to 43.3.12.4 to the extent relevant.
- 4.3 Subject to the provisions of paragraph 4.4, the Authority shall review the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and, within fifteen (15) Working Days (or such other period as the Authority may determine) of receipt, it shall respond to the Hosting Supplier in accordance with paragraph 5.
- 4.4 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 Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, then within five (5) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, it shall notify the Hosting Supplier of this fact and detail the further information that it requires. The Hosting Supplier shall then reissue the relevant impact assessment documents to the Authority within ten (10) Working Days (or, where the complexity of the impact assessment documents is such that the Hosting Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree) of receiving such notification. At the Authority's discretion, the parties may repeat the process described in this paragraph until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request Part A: Initial Request and Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment.

5. AUTHORITY'S RIGHT OF APPROVAL

- 5.1 Within fifteen (15) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment from the Hosting 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 4.4, the Authority shall evaluate the Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and shall do one of the following:
 - 5.1.1 approve the proposed Contract Change, in which case the parties shall follow the procedure set out in paragraph 5.2 below;
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Hosting Supplier of the rejection. The Authority shall not reject any proposed

Contract Change to the extent that the Contract Change is necessary for the Hosting Supplier or the Hosting 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 Hosting Supplier as soon as is reasonably practicable following such rejection;

- 5.1.3 in the event that it reasonably believes that a Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment contains errors or omissions, require the Hosting Supplier to modify the document accordingly, in which event the Hosting Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the parties in writing) of such request. Subject to paragraph 4.4 above, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days (or such other period as agreed by the parties in writing).
- 5.2 If the Authority approves the proposed Contract Change pursuant to paragraph 5.1 and it has not been rejected by the Hosting Supplier in accordance with paragraph 6 below, then it shall inform the Hosting Supplier and the Hosting Supplier shall prepare two copies of a Change Request Part C: Change Authorisation which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Request Part C: Change Authorisation, it shall sign both copies and return one copy to the Hosting Supplier. On the Authority's signature, the Change Request Part C: Change Authorisation shall constitute a binding variation to this Agreement provided that the Change Request Part C: Change Authorisation is signed by:
 - 5.2.1 the appropriate person(s) specified in paragraph 8.1 of this schedule 8.2 (Change Control Procedure); and
 - 5.2.2 the Authority within ten (10) Working Days (or such other period as agreed by the parties in writing) of receiving the Hosting Supplier's signed copy.

6. HOSTING SUPPLIER'S RIGHT OF APPROVAL

- 6.1 Following an impact assessment, if the Hosting Supplier reasonably believes that any proposed Contract Change which is requested by the Authority:
 - 6.1.1 would materially and adversely affect the risks to the health and safety of any person;
 - 6.1.2 would require the Hosting Services and FITS Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
 - 6.1.3 would cause any consent to be revoked (or a new consent required to implement the relevant Contract Change to be unobtainable); and/or
 - 6.1.4 would materially and adversely affect the Hosting Supplier's ability to deliver the Hosting Services;

then the Hosting 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 Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment in accordance with paragraph 3.3.

7. FAST-TRACK CHANGES

- 7.1 The parties acknowledge that to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.
- 7.2 If the Authority considers that both of the following apply in relation to a proposed Contract Change:
 - 7.2.1 the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed twenty (20) in any twelve (12) month period (or such higher number as the Authority may from time to time agree in writing with the Hosting Supplier, such consent not to be unreasonably withheld or delayed by the Hosting Supplier and having regard to such matters as ensuring the operational efficiency of the FITS Programme and the Hosting Services and the need to expedite the implementation of the Contract Change in question); and
 - 7.2.2 the value of the proposed Contract Change does not exceed £100,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Authority may require the Contract Change to be treated as a Fast-track Change and the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, 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 Working Day (or, where the complexity of the Contract Change is such that the Hosting Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Authority may agree)

7.3 The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the parties in writing.

8. CHANGE AUTHORISATION

8.1 Any proposed Contract Change processed in accordance with paragraphs 1 to 7 of this schedule 8.2 (Change Control Procedure) will not be authorised and the Hosting Supplier shall not implement any proposed Contract Change until the Change Request Part C: Change Authorisation is executed in accordance with the Authority's contract change authorisation and sign off procedure, as notified to the Contractor in writing from time to time.

9. COMMUNICATIONS

9.1 For any Change Communication to be valid under this schedule 8.2 (Change Control Procedure), it must be sent to either the Authority's Change Manager or the Hosting Supplier's Change Manager as appropriate or via any agreed communications protocol.

Appendix 1

Change Control Process Forms

CHANGE REQUEST FORM

FITS PROGRAMME TOWER SERVICES AGREEMENT CONTRACT CHANGE CONTROL PROCEDURE CHANGE REQUEST FORM

PART A – Initial Request

- The CR Author must complete Part A, except the CR No. (Issued by the SRM Team).
- Subject to Part A being approved, the Change Owner can progress the CR to Part B.

Change Title						
CR No: (issued by SRM Team)		CR Date Issued for Approvals				
Reference to linked CRs (if applicable)	Target Date Change to be Implemented by:					
Change Classification		ack				
Justification for Fast-Track						
CR Author:						
Name of Tower:	☐ SIAM ☐ Datacentres ☐ Hosting ☐ WAN/LAN ☐ VVI Gateways	☐ Protective Monitor ☐ AMS Lot1 ☐ EUCS ☐ Print	ring			
Supplier Commercial Manager: (Name, E-mail and 'Phone)	Name: Email: Phone:					
Authority Commercial Manager: (Name, E-mail and 'Phone)	Name: Email: Phone:					
Supplier Change Lead: (Name, E-mail and 'Phone)	Name: Email: Phone:					
Authority Change Lead: (Name, E-mail and 'Phone)	Name: Email: Phone:					
Attached Documents:						
1.0 Change Background						

2.0 Detailed Description of Change								
3.0 Target implementation plan and completion date								
4.0 Acceptance Criteria of Proposed Solution	on							
5.0 Stakeholder Engagement								
Identify Authority stakeholders impacted by characteristics	anga							
Tower	Cross Tower / Programme							
	Architecture	Systems Integration						
Datacentres	☐ Information Assurance	☐ BAU Service Delivery						
☐ Hosting	☐ Test	BAU Supplier Management						
☐ Protective Monitoring	☐ Service Design	☐ Legal						
│	☐ Business Engagement							
☐ VVI Gateways	☐ Finance							
☐ AMS Lot1	☐ Commercial	☐ Other – please state:						
EUCS	☐ Exit							
☐ Print	☐ Transition Delivery							
☐ Other Authority Provider	☐ Transition Deployment							
	☐ PMO							
6.0 - Contractual Amondments								
6.0 - Contractual Amendments								

Identify aspects of Tower Services Agreement potentially impacted by change:								
Tower Services Agreement Schedules 1. Definitions 2.1 Service Requirements 2.2 Service Performance Management 2.3 Standards 2.5 Security Management Plan Cappaign Cappaign								
Is the Master Services Agreement impacted by this change (No, unless otherwise indicated)								
7.0 Impact on Business Stakeholde	ers							
 Part A Completion (completed by the Authority's Change Manager) Part A is reviewed for completeness by the Authority's Change Manager. The Authority's Change Manager may ask the Change Owner to provide additional information before Part A can be completed and the next stage of the change process commenced. 								
		onal informatio	n before Part A ca	n be completed	d and the next			
		onal informatio	CR Part B due by (date) (if applicable):	n be completed	d and the next			
stage of the change process Name of Authority Governance	commenced.	Part A Document Status	CR Part B due by (date)	Part A Change Status				
stage of the change process Name of Authority Governance Approval Body:	commenced.	Part A Document	CR Part B due by (date)	Part A				
Name of Authority Governance Approval Body: Part A Version number Supplier Change Lead	commenced.	Part A Document	CR Part B due by (date) (if applicable):	Part A				
Name of Authority Governance Approval Body: Part A Version number Supplier Change Lead (if applicable) Supplier Commercial Manager	commenced.	Part A Document	CR Part B due by (date) (if applicable): Date Part A Completed Date Part A Completed Date Part A Completed	Part A				
Supplier Change Lead (if applicable) Stage of the change process Name of Authority Governance Approval Body: Part A Version number Supplier Change Lead (if applicable)	commenced.	Part A Document	CR Part B due by (date) (if applicable): Date Part A Completed Date Part A Completed	Part A				
Stage of the change process Name of Authority Governance Approval Body: Part A Version number Supplier Change Lead (if applicable) Supplier Commercial Manager (if applicable) Authority Change Lead Name	must be comple is is to provide commenced.	Part A Document Status eted by the sup	CR Part B due by (date) (if applicable): Date Part A Completed Date Part A completed	Part A Change Status	Draft er None, or			

9.0 Dependencies						
10.0 Implementation Cost						
11.0 Service Charges						
12.0 Assumptions						
13.0 Risks and Issues						
Not applicable.						
14.0 Contractual Amendments						
Identify aspects of Tower Services Agreement impacted by change:						
Tower Services Agreement Schedules 3.1 Authority Responsibilities 3.2 Other Service Tower Responsibilities 4.1 Hosting Supplier Solution 4.2 Commercially Sensitive Information 5.1 Software 5.2 License Terms Explain how the above identified Tower Service Agreement Schedules are impacted here: Suppliers are strongly encouraged not to propose contractual amendments outside the scope of the above listed schedules in this Part B, as this would ordinarily not form part of the Supplier response. On an exceptional basis, wider amendments may be proposed if critical to the overall Part B proposal, provided that a clear reason and detailed explanation is given. In addition, Suppliers may submit their own Part A						
proposals. 15.0 Solution Deliverables						
16.0 Impact Assessment Expiry Date						
PART B2 – Impact Assessment (state "Not Applicable" as required)						
17.0 Impact on Exit Management						
18.0 Impact on Transition Delivery, Deployment and associated Plans						
19.0 Impact on Service Design, Service Delivery & Operational Service Levels						
20.0 Impact on Architecture						
21.0 Impact on Information Assurance						

22.0 Impact on Live Systems or Interfaces							
23.0 Impact on Testing							
24.0 Impact on Software Licensin	na						
24.0 Impact on Software Licensii	iy						
Name of Governance Approval		CR Part C due by					
Body:		(if applicable):					
Part B Version No. and Date Submitted		Part B Docum ent Status		Part B Change Status			
Supplier Change Lead		Date Part	B Completed				
Supplier Commercial Manager		Date Part B Completed					
Authority Change Lead			B Completed				
Authority Commercial Manager		Date Part	B Completed				
PART C – Change Authorisation Note							
WHEREAS the [Tower] SUPPLER and the AUTHORITY entered into an Agreement for the provision of [Future IT Sourcing Programme Service dated (the "Contract") Contract IDICT-ICT] and now wish to amend that Contract. Words and phrases used in this Contract Authorisation Note will have the exact wording required for inclusion into the Contract. The Contract, including any previous Contract Authorisation Note, shall remain effective and unaltered except as amended by this Contract Authorisation Note. Any capitalised terms in this Contract Authorisation Note shall bear the meaning given in the Contract, unless the context requires otherwise. The [Tower] Supplier and the Authority hereby acknowledge that this Change Authorisation Note shall, once signed by the [Tower] Supplier and the Authority, constitute a binding variation to the Contract.							
Part C Version number	Part C Document Status		Part Chan Statu	_			
Authority and Supplier Approval							
Insert details of Change Requirements from Part A and the Solution from Part B here: [Copy & paste relevant content from Part A and Part B into this section] Signed for and on behalf of the [Tower] SUPPLIER: By: Name: Title: Date:							
Signed for and on behalf of the AUTHORITY: By: Name: Title: Date:							

Appendix 2

CCN Proposed Response Activities & Timeline REDACTED

Appendix 3

REDACTED

End of schedule