

Change Authorisation Note

(For Completion by the Authority)		
CR No: CV02	Contract Title & Contract No: NEA Phase 2 CPA 9 (North West 1) Contract No. ecm_4139	Contractor Name: Cumbria Chamber of Commerce & Industry Limited
Contract Change Title: CV02 Amending the Change Control Procedure		Contract Change Implementation Date: 20/04/2020
Detailed Description of Agreed Contract Change for which the Impact Assessment has been prepared. Provide details; This Contract Change amends the Change Control Procedure that applies in each of the Contracts, as well as setting out the process which applies to Operational Changes. The proposed amendments to the Contracts are detailed in Appendix 1 to the Change Request Note.		
Details of Agreed Adjusted Fees resulting from the Contract Change for which the Impact Assessment has been prepared. Provide details; No Fee adjustments are required.		
Amended/New Contract Wording See Appendix 1 to the Change Request Note.		
In consideration of the rights and obligations created, granted and assumed by each party to the other party pursuant to this Change Authorisation Note, the parties have agreed to enter into this Change Authorisation Note.		
The provisions of the Contract shall, save as amended in this Change Authorisation Note, continue in full force and effect, and shall be read and construed as one document with this Change Authorisation Note.		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:		Signature:
Name: : [REDACTED]		Name: : [REDACTED]
Position: Senior Commercial Category Manager		Position: Deputy Chief Executive

Date: 11/05/2020	Date: 06/05/2020
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Change Request Note

(For Completion by Authority)		
CR Number: CV02	Contract Title: NEA Phase 2 CPA 9 (North West 1) Contract Number: ecm_4139	Contractor Name: Cumbria Chamber of Commerce & Industry Limited
Contract Change Title: CV02 Amending the Change Control Procedure		Contract Change Implementation Date: 20/04/2020
Full Description of Requested Contract Change (including proposed changes to wording of the contract): This Contract Change amends the Change Control Procedure that applies in each of the Contracts, as well as setting out the process which applies to Operational Changes. The proposed amendments to the Contracts are detailed in Appendix 1.		
Reasons for and Benefits of Requested Contract Change: It will be necessary to make a number of changes to the Contracts to take account of the COVID-19 pandemic, and these changes will need to be responsive to the current situation and the situation as it develops. It is necessary to implement a streamlined process for making changes to the Contracts, which is provided for in this variation.		
Name of Requesting Change Owner: [REDACTED] – Senior Commercial Manager for: Secretary of State for Work and Pensions acting as part of the Crown		
Signature of Requesting Change Owner: [REDACTED]		
Date of Request: 17/04/2020		
(For Completion by Contractor)		

Disadvantages of Requested Contract Change, if any:
Details of any proposed alternative scenarios, if any;
Assigned for Impact Assessment by [REDACTED]
Assigned for Impact Assessment to (Name): [REDACTED]
Assigned for Impact Assessment (Date): N/A

Appendix 1 - CV02

1 Introduction

- 1.1 The purpose of this variation ("CV02") is to amend the Change Control Procedure that applies in each of the Contracts detailed in the Change Request Note, as well as to set out the process which applies to Operational Changes. CV02 shall be interpreted and construed so that it varies each Contract set out in the Change Request Note individually.
- 1.2 The revised Change Control Procedure, as set out below under the heading "Change Control Procedure", sets out the process for making Contract Changes and Substantial Changes.
- 1.3 Terms used but not otherwise defined in this Appendix have the same meaning as set out in the Contract.

2 Definitions

"Change Authorisation Letter" means a letter sent in accordance with the Change Control Procedure as set out in this CV02 which:

- a) when signed by both Parties, and
- b) is received by the First Party from the Second Party,

constitutes a variation to the Contract.

"Change Control Procedure" means the procedure for changing the Contract.

"Contract Change" means any change, amendment, variation, restatement or supplement to the Contract other than an Operational Change or a Substantial Change.

"CV02" means this variation.

"First Party" has the meaning given in paragraph 3.2.

"Operational Change" means any change in the Contractor's operational procedures which in all respects, when implemented:

- a) will not affect the Fees and will not result in any other costs to the Authority;
- b) 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; and
- c) will not adversely affect the interfaces or interoperability of the Services with the Authority ICT System.

“Operational Change Confirmation” means a written response to an Operational Change Request in which the Party that received an Operational Change Request confirms its agreement to the Operational Change that is the subject of that Operational Change Request.

“Operational Change Request” means a written request for an Operational Change.

“Second Party” has the meaning given in paragraph 3.2.

“Substantial Change” means a modification to the terms of this Contract that is substantial, where, for the purposes of this definition, “substantial” has the meaning ascribed to it by Regulation 72(8) of the Public Contracts Regulations 2015.

3 Change Control Procedure

- 3.1 The following Change Control Procedure applies in relation to any Contract Changes and Substantial Changes.
- 3.2 A Party (the **“First Party”**) may propose Contract Changes and Substantial Changes by issuing Change Authorisation Letters to the other Party (the **“Second Party”**) detailing the changes that the First Party proposes are made to the Contract.
- 3.3 The Parties must send any Change Authorisation Letters in accordance with any provisions in the Contract concerning how the Parties serve formal notices.
- 3.4 The First Party must sign a Change Authorisation Letter before the First Party sends it to the Second Party.
- 3.5 If the Second Party agrees to the Change Authorisation Letter it must sign the Change Authorisation Letter and send it to the First Party within 10 Working Days of receipt unless otherwise stated (or deemed receipt in accordance with the formal notice provisions in the Contract), or unless the Authority determines that a longer period should apply.
- 3.6 The First Party may withdraw a Change Authorisation Letter it has sent at any point before it has received the signed Change Authorisation Letter from the Second Party.
- 3.7 If the Second Party amends the Change Authorisation Letter before signing the Change Authorisation Letter and sending it to the First Party, then the Change Authorisation Letter shall be treated as being withdrawn by the First Party.
- 3.8 No proposed Contract Change or Substantial Change is effective until the Change Authorisation Letter has been signed by both Parties, and received by the First Party from the Second Party. The Parties shall not implement a proposed Contract Change or Substantial Change until the Change Authorisation Letter has been signed by both Parties, and received by the First Party from the Second Party.
- 3.9 If the Change Authorisation Letter cannot be agreed between both Parties, then either Party may invoke any dispute resolution procedure there may be in the Contract.

4 Operational Changes

- 4.1 The following process applies in relation to any Operational Changes.

4.2 Any Operational Changes identified by either Party to improve operational efficiency of the Services may be implemented by the Contractor without following the Change Control Procedure provided they do not:

- a. involve the Authority in paying any additional Fees or other costs;
- b. have an impact on the business of the Authority;
- c. require a change to the Contract; or
- d. have a direct impact on use of the Services.

4.3 Either Party may request an Operational Change by submitting an Operational Change Request to the other Party at any time during the Contract Period.

4.4 If the Party that receives an Operational Change Request wishes to agree to the Operational Change it must submit an Operational Change Confirmation to the other Party.

4.5 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

4.6 The Contractor shall complete the Operational Change by the date agreed by the Parties in the Operational Change Confirmation and shall promptly notify the Authority when it is completed.

5 Miscellaneous

5.1 The terms of this CV02 shall be effective from the Contract Change Implementation Date, unless otherwise amended by the Parties.

5.2 If there is an inconsistency between any of the provisions of this CV02 and the provisions of the Contract, the provisions of this CV02 shall prevail.