

Joint Schedule 2 (Variation Form and Change Control Procedure)
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Part A - Variation Form

This Variation Form shall be used to make a Variation or Change (in accordance with the Change Control Procedure set out in Part B of this Schedule) to the Contract in accordance with Clause 24 (Changing the Contract).

Contract Details		
This variation is between:	The Advisory, Conciliation and Arbitration Service (ACAS) ("the Buyer") And Corporate Travel Management ("the Supplier")	
Contract name:	Travel & Venue Solutions ("the Contract")	
Contract reference number:	CS22268	
Details of Proposed Variation		
Variation initiated by:	Buyer	
Variation number:	001	
Date variation is raised:	20/08/2024	
Proposed variation	1 year extension as per contract CS22268	
Reason for the variation:	This variation is to utilise the 1 year extension option	
An Impact Assessment shall be provided within:	N/A	
Implementation Plan / Testing required;	N/A	
Impact of Variation		
Likely impact of the proposed variation:	N/A	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> Replace "Call Off Expiry Date: 13th December 2024" with "Call Off Expiry Date: 13th December 2025". 	
Financial variation:	Original Contract Value:	£300,000 excluding VAT.
	Additional cost due to variation:	£300,000 excluding VAT
	New Contract value:	£600,000 excluding VAT

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1. This Variation Form must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation Form shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variation and Changes, shall remain effective and unaltered except as amended by this Variation Form.

Signed by an authorised signatory for and on behalf of the Buyer

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

Part B Change Control Procedure

This Part B of this Schedule sets out the process to be followed when CCS or the Buyer wishes to make a Change in the way in which the Deliverables or Service is provided by the Supplier.

Definitions

The following definitions apply to this Schedule and are supplemental to those in Joint Schedule 1 (Definitions):

Actual Expenditure	the amount of money spent that a Supplier actually incurred in implementing a Change
Change	a change made to the way in which any Deliverables or Service is provided by the Supplier to the Buyer under the Call Off Contract, which has been requested by the Buyer and agreed with the Supplier as part of the Change Control Procedure;
Change Control Procedure	the processes and procedures to be followed by the CCS or Buyer (as appropriate) and Supplier in proposing, agreeing, executing, delivering, reporting and managing Changes to the Services or Deliverables under the Contract;
Change Implementation Plan	the plan provided by the Supplier to CCS or the Buyer (as appropriate) for the provision of the Deliverables set out in the draft Variation Form sent by the CCS or the Buyer to the Supplier and agreed by the Buyer or CCS (as applicable) in accordance with the Change Control Procedure;
Change Milestone Certificate	the Certificate issued by the Buyer when the Supplier has met all of the requirements of a Change Milestone set out in the Change Implementation Plan which implements the agreed Change agreed in the Variation Form under the Change Control Procedure;
Change Milestone	an event or task described in the Change Implementation Plan;
Change Satisfaction Certificate	the certificate issued by CCS or the Buyer (as applicable) when the Supplier has met all of the requirements of a Change set out in the Change Implementation Plan in accordance with the Variation Form and the Change Control Procedure;
Change Test Success Criteria	in relation to any Test associated to a Change, the test success criteria for that Test;
Forecast Expenditure	the forecast money to be spent that a Supplier proposes to incur to implement a Change;

1. Variations and Change Management

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- 1.1 Any Variations that do not fall to be a Change shall (including any change to a Debt Type or introduction of a New Debt Type) be undertaken in accordance with Clause 24 (Changing the Contract) of the Core Terms.
- 1.2 Where a Change is sought, the Parties shall comply with the Change Control Procedure set out in Part B of this Schedule as well as complying with Clause 24 of the Core Terms.
- 1.3 Where a Change is an Operational Change, the Parties shall comply with Paragraph 6 of this Schedule.
- 1.4 Any Variation or Change agreed under Paragraphs 1.1 and 1.2 above shall be recorded using the Variation Form in Part A of this Schedule.

Change Control Procedure

2. Approach to Change

- 2.1 This Schedule sets out a 2-tier Change Control Procedure which shall be used to ensure operational efficiency:
 - **Tier 1: Fast Track Change** – to be used where the Buyer requires an immediate solution. The Buyer may request no more than 4 Fast Track Changes in any rolling 12-Month period.
 - **Tier 2: Standard Change** – to be used where CCS or the Buyer seeks a Change that is not a Fast Track Change.
- 2.2 All CCS or Buyer requests for a Change must be delivered to the timelines set out in the executed Variation Form, unless otherwise agreed in writing between the relevant Parties. CCS or the Buyer, acting reasonably, will establish the timelines by which any Change shall be delivered by the Supplier. CCS or the Buyer, at their sole discretion may accept an alteration to the timescales in writing.
- 2.3 **Tier 1: Fast Track Change:** Upon receipt of the Buyer's request for a Change, the Supplier shall provide an Impact Assessment for the proposed Change within 5 Working Days of the date of the Buyer's request. The request shall be in the form of a draft Variation Form. The Buyer shall indicate in the draft Variation Form whether it is seeking to use the Tier 1: Fast Track Change or Tier 2: Standard Change procedure.
- 2.4 The Buyer and the Supplier may agree in writing to vary Tier 1: Fast Track Change parameters from time to time.
- 2.5 The Buyer shall be able to make a Tier 1: Fast Track Change request at any time after the satisfactory completion and acceptance of all Change Milestones and Tests regarding the Change Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). Any Change requests that fall within the Change Implementation Plan period will not amount to a Tier 1: Fast Track Change or Tier 2: Standard Change.
- 2.6 **Tier 2: Standard Change:** Upon receipt of a Buyer's Change request, the Supplier shall provide an Impact Assessment for the proposed Change within 20 Working Days of the date of issue on the draft Variation Form from CCS or the Buyer (as appropriate), unless otherwise specified in writing by the Buyer in the draft Variation Form.
- 2.7 If the Supplier has any questions regarding the content of the draft Variation Form submitted by CCS or the Buyer, the Supplier must clarify these with CCS or the Buyer before the Supplier provides the Impact Assessment to CCS or the Buyer within the 5 Working Days for Tier 1: Fast

Track Changes, or 20 Working Days for a Tier 2: Standard Change, unless otherwise agreed in writing between the Supplier and CCS or the Buyer (as applicable).

- 2.8 The Supplier must use their expertise and innovation to provide a solution for delivering the Changes required by CCS or the Buyer within the applicable timeframes and ensuring that CCS or the Buyer's requirements are met.
- 2.9 Where CCS or the Buyer requires further clarification or amendment to be made to the Impact Assessment to ensure CCS or the Buyer (as applicable) accept the Impact Assessment, the Supplier must return their response to the further clarification or amendment regarding the Change request within 2 Working Days of receipt for a Tier 1: Fast Track Change or within 5 Working Days of receipt for a Tier 2: Standard Change.
- 2.10 The Supplier shall monitor and manage all aspects of Change delivery and maintain dialogue with CCS or the Buyer (as appropriate), as to the status of the Change. If the Supplier expects any delays to its delivery the Supplier shall inform CCS or the Buyer (as applicable) of the reason for the delay, why it has or may occur and how long it will take to resolve.
- 2.11 The Supplier shall work with Subcontractors to ensure that appropriate Change deliverables and timelines are agreed, fully understood and implemented in accordance with the agreed Change as set out in the agreed Variation Form.
- 2.12 In the case of either a Tier 1: Fast Track Change or a Tier 2: Standard Change, the Supplier shall provide the Buyer with any additional information requested on an Open Book Data basis, including breakdowns of all costs associated with the proposed Change.
- 2.13 Any Charges Approved by the Buyer associated with delivering the Change shall be calculated using **table 4 at Annex 1 of Framework Schedule 3 (Framework Prices)**.

3. Implementing a Change

- 3.1 Where a Change requires an Implementation Plan, the Variation Form shall include a draft Change Implementation Plan produced by the Supplier detailing at least, as a minimum, one Milestone marking the delivery of the applicable Change.
- 3.2 The Buyer will issue a Change Milestone Certificate when the Buyer has confirmed that they are satisfied that the relevant Change Milestone has been Achieved.
- 3.3 The Buyer will only accept the Change as being delivered once it has Approved the final Change Milestone of the Change Implementation Plan.
- 3.4 The Supplier must monitor its performance against the Change Implementation Plan and the agreed Change Milestones and report its progress to the Buyer.
- 3.5 The Supplier shall work with all Subcontractors to ensure that appropriate Change Deliverables and timelines are agreed, fully understood and implemented as set out in the agreed Variation Form.
- 3.6 Where there is a cost Approved for the delivery of a Change, the invoice for that Change can only be submitted for payment by the Supplier, either:

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- once CCS or the Buyer has Approved the Change as having been completed satisfactorily and after the final Change Milestone Certificate has been issued; or
- in accordance with the Change Milestones agreed by CCS or the Buyer within the Impact Assessment.

4. Change Testing

4.1 Where CCS or the Buyer requires Testing as part of Change implementation, the Buyer and Supplier shall comply with Call-Off Schedule 13 (Implementation and Testing) Part B (Testing) when developing the Change Implementation Plan. The Buyer shall agree with the Supplier what and how the Call-Off Schedule 13 Part B (Testing) shall apply relative to the scope and impact of the Change and include this as part of any Change Milestone Criteria.

5. Change Delivery Reporting

5.1 The Supplier shall report upon the progress of all Variations and Changes made Monthly and this must include as a minimum:

- Performance against Service Levels;
- Any risks, issues and mitigations impacting the Change Implementation Plan and Change Milestones; and
- Forecast Expenditure on the Change versus Actual Expenditure on the Change and updated forecast total costs of the Change

Progress shall be reported to:

- CCS as part of the Supplier's MI and reporting obligations set out in Framework Schedule 5 (Management Charges and Information); and
- The Buyer as part of the Supplier's obligations to comply with Call-Off Schedule 1 (Transparency Reporting).

6. Changes permissible outside of the Change Control Procedure

6.1 Where the Buyer requires an Operational Change to an existing operational process or procedure performed by either the Supplier or its Subcontractor, for example, where Buyer internal policy &/or guidance is updated, resulting in the need to reflect that update in the Supplier guidance, this will not be a Change that requires the Parties to comply with the Change Control Procedure nor to follow the Variation Procedure unless the Operational Change incurs additional cost or materially impact on the Supplier's resources, in which case the Buyer shall comply with the Change Control Procedure.

6.2 Where the Buyer requires an Operational Change to be made, it shall submit a written request disclosing details of the proposed request for Operational Change and the proposed timescales for its completion.

6.3 The Supplier shall prepare a solution for consideration by and Approval of the Buyer, prior to implementation of it by a date agreed.

6.4 The Supplier shall not implement any Operational Change without the Approval of the Buyer.

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