

## **Schedule 13 - Change Control Procedure**

### **1 General Principles of Change Control Procedure**

- 1.1 This Schedule sets out the procedure for dealing with Contract Changes and Operational Changes and Substantial Changes.
- 1.2 If either Party is in doubt about whether a change falls within the definition of an Operational Change or a Substantial Change, it must be processed as a Contract Change.
- 1.3 For any Change Communication to be valid under this Schedule, it must be sent in accordance with the provisions of clause A5 (Notices) as if it were a notice.

### **2 Costs**

- 2.1 The Contractor shall be entitled to increase the Fees only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources.
- 2.2 The Contractor shall decrease the Fees if the Impact Assessment demonstrates that the proposed Contract Change would result in fewer resources being required to deliver the Services after that Contract Change is implemented than before that Contract Change is implemented.
- 2.3 Any change to the Fees resulting from a Contract Change, whether the change will cause an increase or a decrease in the Fees, will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services affected by the change.
- 2.4 Both Parties costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Contractor shall be paid for by the Contractor.

### **3 Substantial Change Procedure**

- 3.1 Subject to the Parties following the dispute resolution procedure set out at Schedule 16 (Dispute Resolution Procedure), any Substantial Change which is identified within a settlement and/or compromise agreement that is entered into by the Parties under or in connection with this Contract shall constitute a binding change to this Contract and may be implemented by the Parties without following the Change Control Procedure provided that:

- (a) the Substantial Change relates to:
  - (i) the scope of the Services (including any change which limits, amends or extends the Services to be provided by the Contractor); and/or
  - (ii) an agreement between the Parties to waive the application of remedies for breach of this Contract; and/or
  - (iii) the standards by which the Services must be performed by the Contractor (including any change that limits, amends or extends the Customer Service Standards and/or the Tender Minimum Performance Levels (tMPLs) and/or the RNOs); and/or
  - (iv) an agreement by the Parties to change the amounts payable by the Authority to the Contractor under or in connection with this Contract (including any change to the manner in which the Fees are calculated),

provided always that such Substantial Change would not alter the overall nature of the Contract.

## **4 Operational Change Procedure**

- 4.1 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 Terms and Conditions; or
  - (d) have a direct impact on use of the Services.
- 4.2 Either Party may request an Operational Change by submitting an Operational Change Request to other Party at any time during the Contract Period.
- 4.3 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.
- 4.4 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 4.5 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 Contract Change Procedure**

- 5.1 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 Appendix 1.
- 5.2 If the Authority issues a Change Request, then the Contractor 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 Impact Assessment to the Authority.
- 5.3 If the Contractor issues the Change Request, then it shall provide an Impact Assessment to the Authority at the same time as the Change Request.
- 5.4 If the Contractor requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall make a request for clarification to the Authority within three (3) Working Days of the date of receiving the Change Request.
- 5.5 Provided that sufficient information is received by the Authority to fully understand the nature of the request for clarification and the reasonable justification for the request, the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

## **6 Impact Assessment**

- 6.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the impact the proposed Contract Change will have on the Services and the Contractor's ability to meet its other obligations under this Contract;
  - (b) any additional changes to the terms of this Contract that will be required as a result of that impact which may include changes to:

- (i) the Services and/or the Customer Service Standards and/or the Tender Minimum Performance Levels (tMPLs) and/or the RNOs;
  - (ii) the format of Authority Data, as set out in the Services;
  - (iii) the Implementation Plan and any other timetable previously agreed by the Parties; and
  - (iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority ICT System;
- (c) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
  - (d) details of how the proposed Contract Change will ensure compliance with any applicable change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;
  - (e) any amendments to the Contract wording proposed in the Change Request Form;
  - (f) such other information as the Authority may reasonably request in (or in response to) the Change Request;
  - (g) details of the cost of implementing the proposed Contract Change; and
  - (h) details of any ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Fees, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party.

6.2 The calculation of costs for the purposes of paragraphs 6.1(g) and (h) shall:

- (a) include estimated volumes of each type of resource to be employed and the applicable rate card, where appropriate;
- (b) include full disclosure of any assumptions underlying such Impact Assessment;
- (c) include evidence of the cost of any assets required for the Change; and
- (d) include details of any new Sub-contracts necessary to accomplish the Change.

6.3 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 E2 (Protection of Personal Data and Special Categories of Personal Data).

6.4 Subject to the provisions of paragraph 6.5, the Authority shall review the Impact Assessment and respond to the Contractor in accordance with paragraph 7 within fifteen (15) Working Days of receiving the Impact Assessment.

6.5 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 and the Impact Assessment or that a Change Request or Impact Assessment contains errors it shall notify the Contractor of this fact and detail any further information that it requires. The Contractor shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification.

- 6.6 At the Authority's discretion, the Parties may repeat the process described in paragraph 6.5 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment to enable it to take one of the steps prescribed by paragraph 7.

## **7 Authority's Right of Approval**

- 7.1 Subject to paragraph 7.5, within fifteen (15) Working Days of receiving the Impact Assessment from the Contractor, the Authority shall do one of the following:
- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 7.5; or
  - (b) in its absolute discretion reject the Contract Change, in which case it shall notify the Contractor of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Contractor or the Services to comply with any changes in Law.
- 7.2 No proposed Contract Change shall be implemented by the Contractor until a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 7.5.
- 7.3 Unless the Authority expressly agrees (or requires) otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply.
- 7.4 Any discussions, negotiations or other communications which may take place between the Authority and the Contractor 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.
- 7.5 If the Authority approves the proposed Contract Change pursuant to paragraph 7.1 and it has not been rejected by the Contractor in accordance with paragraph 8, then the Authority shall prepare two (2) copies of a Change Authorisation Note, substantially in the form of Appendix 2, and send them to the Contractor, the Contractor shall sign both copies and deliver both signed copies to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Contractor. On the Authority's signature the Change Authorisation Note shall constitute a binding change to this Contract.

## **8 Contractor's Right of Rejection**

- 8.1 Following an Impact Assessment, if the Contractor reasonably believes that any proposed Contract Change which is requested by the Authority 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,
- then the Contractor shall be entitled to reject the proposed Contract Change and shall notify the Authority 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 5.2.
- 8.2 The Contractor shall have the right to reject a Change Request solely in the manner set out in paragraph 8.1.

## **9 Contract Management**

- 9.1 The Parties shall update their contracts to reflect all Contract Changes or Operational Changes agreed in the relevant Change Authorisation Note or Operational Change Letter and annotate with a reference to the Change Authorisation Note or Operational Change Letter pursuant to which the relevant Contract Changes or Operational Changes were agreed.



## Appendix 1

### Change Request Form

(For Completion by Party Requesting Change)

|                                                                                                        |                                   |                                      |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------|
| CR No:                                                                                                 | Contract Title & Contract Number: | Contractor Name:                     |
| Contract Change Title:                                                                                 |                                   | Contract Change Implementation Date: |
| Full Description of Requested Contract Change (including proposed changes to wording of the contract): |                                   |                                      |
| Reasons for and Benefits of Requested Contract Change:                                                 |                                   |                                      |
| Name of Requesting Change Owner:                                                                       |                                   |                                      |
| Signature of Requesting Change Owner:                                                                  |                                   |                                      |
| Date of Request:                                                                                       |                                   |                                      |
| <b>(For Completion by Contractor)</b>                                                                  |                                   |                                      |
| Disadvantages of Requested Contract Change, if any:                                                    |                                   |                                      |
| Details of any proposed alternative scenarios, if any;                                                 |                                   |                                      |
| Assigned for Impact Assessment by (Name?):                                                             |                                   |                                      |
| Assigned for Impact Assessment to (Name?):                                                             |                                   |                                      |
| Assigned for Impact Assessment (Date?):                                                                |                                   |                                      |

## Appendix 2

### Change Authorisation Note

(For Completion by the Authority)

|                                                                                                                                                                                                                                |                               |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------|
| CR No:                                                                                                                                                                                                                         | Contract Title & Contract No: | Contractor Name:                     |
| Contract Change Title:                                                                                                                                                                                                         |                               | Contract Change Implementation Date: |
| Detailed Description of Agreed Contract Change for which the Impact Assessment has been prepared. Provide details;                                                                                                             |                               |                                      |
| Details of Agreed adjusted Fees resulting from the Contract Change for which the Impact Assessment has been prepared. Provide details;                                                                                         |                               |                                      |
| Amended/New Contract Wording – must include details of Cross Referencing to Original Contract Documents;                                                                                                                       |                               |                                      |
| 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 CONTACTING BODY:                                                                                                                                                                                       |                               | SIGNED ON BEHALF OF THE CONTRACTOR:  |
| Signature:                                                                                                                                                                                                                     |                               | Signature:                           |
| Name:                                                                                                                                                                                                                          |                               | Name:                                |
| Position:                                                                                                                                                                                                                      |                               | Position:                            |
| Date:                                                                                                                                                                                                                          |                               | Date:                                |

