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**SCHEDULE 5 – CHANGE CONTROL PROCEDURE**

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### **1. INTRODUCTION**

- 1.1 This Schedule 5 (Change Control Procedure) sets out the procedure for dealing with Changes to the Contract excluding Operational Changes. This Schedule 5 (Change Control Procedure) does not apply to Operational Changes to the Services or fulfilment of Service Catalogue requests, which follows the separate processes agreed by the Parties and documented in the Service Operation Manual.
- 1.2 The Parties shall adhere to this Schedule 5 (Change Control Procedure) (including the Managing CCRs Policy as referenced in this Schedule 5 (Change Control Procedure)) in relation to Changes. The Supplier acknowledges and agrees that the Buyer is entitled to amend the Managing CCRs Policy from time to time following consultation, cooperation and discussions with the Supplier and Agency Manager prior to issuing any amendments to the Managing CCRs Policy. Such amended Managing CCRs Policy shall apply from the date it is issued to the Supplier and Agency Manager. For the avoidance of doubt, such changes to the Managing CCRs Policy by the Buyer are not required to be agreed via this Schedule 5 (Change Control Procedure).
- 1.3 In the event of any conflict between the Managing CCRs Policy and this Contract, this Contract shall prevail.

### **2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

- 2.1 Under this Change Control Procedure:
  - 2.1.1 either Party may request a Change which they shall initiate by issuing a Change Request;
  - 2.1.2 the Supplier shall assess and document the potential impact of a proposed Change in accordance with Paragraph 4 of this Schedule 5 (Change Control Procedure) below before the Change can be either Approved or implemented;
  - 2.1.3 the Buyer shall have the right to request amendments to a Change Request or Impact Assessment and Approve or reject it, in the manner set out in Paragraph 5 of this Schedule 5 (Change Control Procedure);
  - 2.1.4 the Supplier shall have a right to raise clarifications to a Change Request in the manner set out in Paragraph 3.5 of this Schedule 5 (Change Control Procedure); and

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- 2.1.5 no proposed Change shall be implemented by the Supplier until such time as a Change Authorisation Note is binding in accordance with Paragraph 5.2 of this Schedule 5 (Change Control Procedure).
- 2.2 Until such time as a Change Authorisation Note is binding in accordance with Paragraph 5.2 of this Schedule 5 (Change Control Procedure), then:
- 2.2.1 unless the Buyer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Change did not apply; and
- 2.2.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Change shall be without prejudice to each Party's other rights under this Contract.
- 2.3 Save as otherwise expressly set out in the Call Off Terms, nothing in this Schedule 5 (Change Control Procedure) limits the Buyer's rights to receive a reduction in the Charges as a result of a Change or the Suppliers rights to increase the Charges as a result of a Change.
- 3. CHANGE REQUEST**
- 3.1 Either Party may seek a Change at any time during the Contract Period. Unless otherwise stated in this Schedule 5 (Change Control Procedure) , the Change Request shall be substantially in the form of Part 1 to Annex 1 to this Schedule 5 (Change Control Procedure).
- 3.2 If the Supplier issues the Change Request, then on receipt of Change Request, the Buyer shall submit it to the Buyer Change Group for Approval to proceed to the next stage of the Change process. If such Approval to proceed is not granted, the Buyer shall notify the Supplier in writing of this decision (such notification may be by e-mail). If such Approval to proceed is granted, (i) the Buyer shall upload Change Request onto the Electronic Change System; and (ii) the Supplier shall receive electronic notification from the Electronic Change System to proceed to the next step of the Change process.
- 3.3 The Supplier acknowledges that such Supplier's Change Request may be issued to its other suppliers (by the Buyer or the Agency Manger) for review, comment and feedback.

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- 3.4 If Approval to proceed has been provided in accordance with Paragraph 3.2 above, the Supplier shall provide an Impact Assessment to the Buyer via the Electronic Change System as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other reasonable period requested by the Supplier and such request not to be unreasonably rejected by the Buyer) of the date of the electronic notification provided to the Supplier from the Electronic Change System under Paragraph 3.2 above. The Supplier is entitled to identify in the Impact Assessment as to whether it requires the signatures of the Parties to the Change Authorisation Note in accordance with Paragraph 4.1.11 of this Schedule 5 (Change Control Procedure).
- 3.5 If the Buyer wishes to make a Change, the Buyer shall issue a Change Request to the Supplier via the Electronic Change System. On receipt of such Change Request, the Supplier shall provide an Impact Assessment to the Buyer via the Electronic Change System as soon as is reasonably practicable but in any event within ten (10) Working Days (or such other reasonable period requested by the Supplier and such request not to be unreasonably rejected by the Buyer) of the date of receiving the electronic Change Request, provided that if the Supplier requires any clarifications in relation to the electronic Change Request before it can deliver the Impact Assessment, then the Supplier shall promptly (from the date of receipt by the Supplier of such Change Request) notify the Buyer in writing and the ten (10) Working Day time period above in this Paragraph 3.5 (or such other period as agreed by the Parties in writing). The Buyer shall respond to the request for clarifications as soon as is reasonably practicable (including in accordance with the Managing CCRs Policy document, as applicable) and the Supplier shall provide the Buyer with sufficient information to enable it to understand fully the nature of the request for clarification.
- 3.6 The Parties acknowledge that the Impact Assessment shall be provided in accordance with Paragraph 4 of this Schedule 5 (Change Control Procedure) and substantially in accordance with Part 2 of Annex 1 to this Schedule 5 (Change Control Procedure). The Supplier shall be responsible for uploading the Impact Assessment onto the Electronic Change System, save that if the relevant Electronic Change System is not available to the Supplier, the Supplier send the Impact Assessment to the Agency Manager who will be responsible for taking such Impact Assessment and uploading it onto the Electronic Change System.

## **4. IMPACT ASSESSMENT**

- 4.1 Each Impact Assessment shall be completed in good faith and shall include:

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- 4.1.1 details of the proposed Change including the reason for the Change;
  - 4.1.2 details of the impact of the proposed Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
  - 4.1.3 any change to the terms of this Contract that will be required as a result of that impact;
  - 4.1.4 details of the Charges of implementing the proposed Change including any payment profile in accordance with the Open Book Data pricing provisions set out in Schedule 2 (Charges and Invoicing);
  - 4.1.5 details of the ongoing charges required by the proposed Change when implemented, including any increase or decrease in the Charges and changes to the full-time equivalent (FTE) resources in accordance with the Open Book Data pricing provisions set out in Schedule 2 (Charges and Invoicing), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - 4.1.6 a timetable for the implementation (including timeline for delivering a detailed testing plan for any part of the Change which is technical in nature) and any proposals for the acceptance of the Change;
  - 4.1.7 details of how the proposed Change will ensure compliance with any change in applicable Laws and regulations;
  - 4.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request;
  - 4.1.9 an analysis of the risks arising from the implementation of the Change and a proposal as to pro-active management of the risks identified by both the Buyer and the Supplier;
  - 4.1.10 the scope of any security impacts arising out of the proposed Change; and
  - 4.1.11 whether signatures of the Parties are required for the Change Authorisation Note.
- 4.2 Subject to the provisions of Paragraph 4.3 of this Schedule 5 (Change Control Procedure), the Buyer shall review the Impact Assessment and, within fifteen (15)

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Working Days (or such other period as the Buyer determines) of the alert to the Buyer from the Electronic Change System that the Impact Assessment has been received from the Supplier, it shall respond to the Supplier in accordance with Paragraph 5 of this Schedule 5 (Change Control Procedure).

- 4.3 If the Buyer reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact Assessment then, within fifteen (15) Working Days (or such other period as agreed by the Parties in writing) of receiving the Impact Assessment, it shall notify the Supplier in writing of this fact and detail the further information that it requires. Subject to Paragraph 3.6 of this Schedule 5 (Change Control Procedure), the Supplier shall then re-issue the relevant Impact Assessment via the Electronic Change System to the Buyer within ten (10) Working Days (or such other period as reasonably agreed by the Parties in writing taking into account the level of such further information requested) of receiving such notification. At the Buyer's discretion, acting reasonably, the Parties shall repeat the process described in this Paragraph 4.3 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

### **5. BUYER'S RIGHT OF APPROVAL AND REJECTION**

- 5.1 Within fifteen (15) Working Days (or such other period as agreed by the Parties in writing) of receiving the alert to the Buyer from the Electronic Change System that the Impact Assessment has been received from the 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 Paragraph 4.3 of this Schedule 5 (Change Control Procedure), the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 5.1.1 authorise the proposed Change to proceed to the next stage by entering such authorisation in the Electronic Change System, in which case the Parties shall follow the procedure set out in Paragraph 5.2 of this Schedule 5 (Change Control Procedure);
  - 5.1.2 in its absolute discretion, reject the Change, in which case it shall notify the Supplier in writing of the rejection. If the Buyer rejects a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

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5.1.3 in the event that the Buyer reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the Parties in writing taking into account the level of such modifications) of such request. Subject to Paragraph 4.3 of this Schedule 5 (Change Control Procedure), on receiving the modified Change Request and/or Impact Assessment, the Buyer shall either:

5.1.3.1 authorise the Change proceed to the next stage by entering such authorisation in the Electronic Change System; or

5.1.3.2 reject the proposed Change,

within ten (10) Working Days (or such other period as agreed by the Parties in writing) of such receipt; and/or

5.1.4 The Buyer is entitled to identify in the Change Request, Change Authorisation Note or the Electronic Change System, as applicable, as to whether it requires the signatures of the Parties to the Change Authorisation Note.

5.2 If the Buyer authorises the proposed Change in the Electronic Change System in accordance with Paragraphs 5.1.1 or 5.1.3.1 (as applicable) above, thereafter the Supplier or Agency Manager will provide via Electronic Change System the Buyer with a populated Change Authorisation Note for the Buyer to Approve. Thereafter, the following will apply:

5.2.1 **electronic process:** if signatures to the Change Authorisation Note have not been requested under Paragraph 4.1.11 of this Schedule 5 (Change Control Procedure) by the Supplier or Paragraph 5.1.4 above by the Buyer, the Buyer shall enter its Approval of such populated Change Authorisation Note in the Electronic Change System within ten (10) Working Days of receiving such populated Change Authorisation Note and, thereafter the Approval of such Change Authorisation Note shall be binding from the date the Supplier is informed by the Electronic Change System of such Approval; or

5.2.2 **“wet signature” process:** if signatures to the Change Authorisation Note have been requested under Paragraph 4.1.11 of this Schedule 5 (Change Control Procedure) by the Supplier or Paragraph 5.1.4 above by the Buyer, the

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Buyer shall enter its Approval of the populated Change Authorisation Note in the Electronic Change System within ten (10) Working Days of receiving such populated Change Authorisation Note. Thereafter, the Electronic Change System shall inform the Supplier of such Approval. However, notwithstanding that the Electronic Change System informs the Supplier of such Approval or issues a Change Authorisation Note to the Supplier, the Change Authorisation Note shall only be binding if the Change Authorisation Note is in the form set out in Part 3 of Annex 1 to this Schedule 5 (Change Control Procedure) (or such other form agreed by the Parties, as applicable) and is signed by both the Buyer and the Supplier in accordance with Paragraph 7.1 of this Schedule 5 (Change Control Procedure). Such signature by the Parties is to be finalised by the Parties within ten (10) Working Days of the Supplier presenting a populated Change Authorisation Note (in the form set out in Part 3 of Annex 1 to this Schedule 5 (Change Control Procedure) or such other form agreed by the Parties, as applicable) for signature.

- 5.3 If the Parties are in Dispute in relation to Paragraphs 5.1 or 5.2 above, as applicable, then either Party may refer the matter to the Dispute Resolution Procedure.

## **6. Not Used**

## **7. CHANGE AUTHORISATION**

- 7.1 Any proposed Change processed in accordance with this Schedule 5 (Change Control Procedure) that requires signature of the Change Authorisation Note under Paragraphs 4.1.11 or 5.1.4 of this Schedule 5 (Change Control Procedure), shall not be binding unless the signature is provided by the Buyer's senior responsible officer or any other individual authorised and identified from time to time by the Buyer, as notified to the Supplier in writing from time to time.
- 7.2 Any proposed Change processed in this Schedule 5 (Change Control Procedure) that does not require the signature of a Change Authorisation Note, shall not be



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binding until an electronic authorisation is received by the Supplier in accordance with Paragraph 5.2.1 of this Schedule 5 (Change Control Procedure).

### **8. NOT USED**

### **9. COMMUNICATIONS**

9.1 Whether in writing or from the Electronic Change System, Change Communications that are to be provided pursuant to the Change Control Procedure must be sent to either the Buyer's authorised person(s) as specified in Paragraph 7 above or the Supplier's authorised person(s), as applicable.

9.2 For the avoidance of doubt, a Change Authorisation Note that requires signature under Paragraphs 4.1.11 or 5.1.4 of this Schedule 5 (Change Control Procedure) may be hand delivered or sent by first class post or email only and must, unless another method is agreed by the Parties, be signed (wet signatures) by all Parties to be valid.

9.3 Change Communications shall be deemed to have been received at the following times:

9.3.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours, on the next Working Day;

9.3.2 in the case of pre-paid first class post, three (3) Working Days from the date of posting; or

9.3.3 in the case of email or via the Electronic Change System upon delivery of the relevant Change Communication to the account of the other Party.

9.4 In proving service, it shall be sufficient to prove that the envelope containing the Change Communication was addressed to the relevant Party at its address previously notified for the receipt of notices (or as otherwise notified by that Party in writing) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post or that the notice was emailed (or as otherwise notified by that Party in writing).

### **10. NOT USED**

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**ANNEX 1 (CHANGE DOCUMENTATION)**

This Annex consists of the following three parts:

- CHANGE REQUEST (Part 1)
- IMPACT ASSESSMENT (Part 2)
- CHANGE AUTHORISATION NOTE (Part 3)

**PART 1 – CHANGE REQUEST**

<b>CHANGE NO.:</b>	<b>TITLE OF CHANGE:</b>	<b>TYPE OF CHANGE:</b>
<b>PROJECT:</b>		<b>REQUIRED BY DATE:</b>
<b>CHANGE ACTIVITY</b>	<b>NAME:</b>	<b>DATE:</b>
<b>RAISED BY:</b>		
<b>ASSIGNED FOR IMPACT ASSESSMENT BY:</b>		
<b>ASSIGNED FOR IMPACT ASSESSMENT TO:</b>		
<b>SUPPLIER REFERENCE NO.:</b>		
<b>FULL DESCRIPTION OF REQUESTED CHANGE:</b>		
<b>DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:</b> N/A		
<b>REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CHANGE:</b>		
<b>Details of the Security Impacts (see Paragraph 4.1.10 of Call Off Schedule 14)</b>		
<b>SIGNATURE OF REQUESTING CHANGE OWNER:</b>		
<b>DATE OF REQUEST:</b>		

**PART 2 - IMPACT ASSESSMENT**

<b>CHANGE NO</b>	<b>TITLE:</b>	<b>DATE RAISED:</b>
<b>PROJECT</b>		<b>REQUIRED BY DATE:</b>
<b>DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED AGREEMENT CHANGE.</b>		
<b>PROPOSED ADJUSTMENT TO THE CONTRACT CHARGES RESULTING FROM THE CONTRACT CHANGE, INCLUDING ANY CHANGES TO THE FULL-TIME EQUIVALENT (FTE) RESOURCES IN ACCORDANCE WITH THE OPEN BOOK PRICING PROVISIONS SET OUT IN SCHEDULE 2 (CHARGES AND INVOICING):</b>		
<b>DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS) IN ACCORDANCE WITH THE OPEN BOOK PRICING PROVISIONS SET OUT IN SCHEDULE 2 (CHARGES AND INVOICING)</b>		
<b>DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:</b>		
<b>DETAILS OF ANY SERVICE LEVEL TARGETS AFFECTED:</b>		
<b>DETAILS OF ANY OPERATIONAL SERVICE IMPACT:</b>		
<b>DETAILS OF ANY INTERFACES AFFECTED:</b>		
<b>DETAILED RISK ASSESSMENT:</b>		
<b>RECOMMENDATIONS:</b>		

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**PART 3 - CHANGE AUTHORISATION NOTE**

**IN RELATION TO  
CONTRACT REF  
RM1058**

**Contract ref [PR/xx/201X]**

**Change Authorisation Number:**

**DATED:**

**BETWEEN:**

**The Crown Prosecution Service ("the Buyer")**

and

***[insert Supplier name] ("the Supplier")***

1. The Parties entered into the Contract relating to the provision of Applications, Databases and Infrastructure Management Services (ADIMS) , dated [DD MM 2017] under a framework with reference []and with the Change Authorisation Number stated above (the "Call Off Contract").
2. The Parties wish to amend and/or supplement the Contract as stated in this Change Authorisation Note.
3. This Change Authorisation Note shall take effect on the date of the last signature by the Parties as indicated below.
4. With effect from the effective date of this Change Authorisation Note, the Call Off Terms are amended and supplemented as indicated in the attached document.
5. Words and expressions in this Change Authorisation Note shall have the meanings given to them in the Contract.
6. The Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change Authorisation Note.
7. This Change Authorisation Note is without prejudice to either Party's accrued rights or remedies under the Contract.
8. This Change Authorisation Note may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together with the Contract constitute a single instrument
9. This Change Authorisation Note constitutes part of the Contract and is therefore subject to Clause 54 (Dispute) and Clause 55 (Governing Law and Jurisdiction) of the Contract.

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<b>CHANGE NO.</b>	<b>TITLE:</b>	<b>DATE RAISED:</b>																	
<b>PROJECT:</b>	<b>TYPE OF CHANGE:</b>	<b>REQUIRED BY DATE:</b>																	
<b>MILESTONE DATE(S):</b>																			
<p>In accordance with Clause 7.7, the default position for this Change is that Milestones and/or Delay Payments shall apply unless the Parties expressly state otherwise by ticking the relevant boxes below the Milestone Payments and Delay Payments table below.#</p> <table border="1"> <thead> <tr> <th></th> <th><b>Milestone Description</b></th> <th><b>Milestone Payment amount (£GBP)</b></th> <th><b>Milestone Date</b></th> <th><b>Delay Payments (where Milestone) (£GBP per day)</b></th> </tr> </thead> <tbody> <tr> <td>M[x]</td> <td>[insert description]</td> <td>[insert amount]</td> <td>[insert date]</td> <td>[insert amount]</td> </tr> <tr> <td>M[x]</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						<b>Milestone Description</b>	<b>Milestone Payment amount (£GBP)</b>	<b>Milestone Date</b>	<b>Delay Payments (where Milestone) (£GBP per day)</b>	M[x]	[insert description]	[insert amount]	[insert date]	[insert amount]	M[x]				
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M[x]	[insert description]	[insert amount]	[insert date]	[insert amount]															
M[x]																			
<p>If the Parties agree that Milestones shall not apply to this Change, please tick this box:</p> <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> <p>If the Parties agree that Delay Payments shall not apply to this Change, please tick this box:</p> <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>																			
<b>DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CHANGES:</b>																			

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**PROPOSED ADJUSTMENT TO THE CONTRACT CHARGES RESULTING FROM THE CHANGE, INCLUDING ANY CHANGES TO THE FULL-TIME EQUIVALENT (FTE) RESOURCES IN ACCORDANCE WITH THE OPEN BOOK PRICING PROVISIONS SET OUT IN SCHEDULE 2 (CHARGES AND INVOICING):**

**DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS) IN ACCORDANCE WITH THE OPEN BOOK PRICING PROVISIONS SET OUT IN SCHEDULE 2 (CHARGES AND INVOICING):**

**SIGNED ON BEHALF OF THE BUYER:**

**SIGNED ON BEHALF OF THE SUPPLIER:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_