# PICTS Contract
# Schedule 20
# Change Control Procedures

**Document Info**

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**Revision History**

| Version | Date | Details of Changes | Author |
|---|---|---|---|
| 0.1 | | First draft - conformed | AUTHORITY |
| 0.2 | 31/10/16 | Review and update of conformed baseline | Sopra Steria |
| 0.3 | 2/11/16 | Update following internal review with Change Manager | Sopra Steria |
| 0.4 | 10/11/16 | Update of the draft | Sharpe Pritchard |
| 0.5 | 11/11/16 | Further review and update | Sopra Steria |
| 0.6 | 23/11/16 | Further review and update | Sharpe Pritchard |
| 0.7 | 24/11/16 | Response and update | Sopra Steria |
| 0.8 | 25/11/16 | Joint review at workshop | Sopra Steria & Authority |
| 0.9 | 9/12/16 | Final update to remove ref to benchmarking | Sopra Steria |
| 1.0 | 14/12/16 | Final version for completion | Sharpe Pritchard |

## 1. Introduction

1.1 The needs of the AUTHORITY and the PROVIDER will most likely change during the course of the Agreement, requiring Changes in the scope of the Services to be performed. To avoid the need for a new Agreement to be negotiated to cover proposed Changes to the current terms of the Agreement, the Parties shall follow the Change Control Procedures set out in this Schedule for contractual Change. Operational Changes will be subject to the Change Management process as set out in Schedule 3.

1.2 In particular this Schedule details:

(A) the principles under which Change will be proposed and accepted;

(B) the Change Control Procedure, including the assessment of Change and the scale of Change;

(C) not used;

(D) the levels of authorisation required for different classifications of Change;

(E) the process for adopting Contract Change; and

(F) specific procedures and details for the PROVIDER to conduct paid scoping studies.

## 2. Principles

2.1 Where the AUTHORITY or the PROVIDER identifies the need for a contractual or Operational Change, the AUTHORITY may at any time request, and the PROVIDER may at any time recommend, such Change in accordance with the Change Control Procedure as set out at Paragraph 3 of this Schedule 20 (Change Control Procedures) and the Change Management process as set out in Schedule 3 as applicable.

2.2 Until such time as a Change is formally agreed in accordance with the Change Control Procedure the PROVIDER shall, unless otherwise agreed in writing, continue to supply the Services pursuant to this Agreement, as if the request or recommendation had not been made. Neither the AUTHORITY nor the PROVIDER shall unreasonably withhold or delay its agreement to any proposed Change.

2.3 Any discussions which may take place between the AUTHORITY and the PROVIDER in respect of a request or recommendation for a Change prior to the Change being approved in accordance with the Change Control Procedure shall be without prejudice to the rights of either Party.

2.4 Any work undertaken by the PROVIDER, its Sub-Contractors or agents which has not been authorised in accordance with the Change Control Procedure set out in this Schedule shall be undertaken entirely at the expense and liability of the PROVIDER, together with any costs incurred by the Parties in reversing the Change, unless otherwise agreed to in writing, in advance, by the AUTHORITY.

2.5 Any Change formally agreed between the PROVIDER and the AUTHORITY will not form part of the revised Agreement or Services until it meets any agreed Acceptance Criteria.

2.6 Not Used

2.7 Not Used

## 3. **Change Control Procedure**

3.1 This Change Control Procedure shall be used to implement contractual Changes. Operational Changes shall be implemented in accordance with the Change Management process set out in Schedule 3.

3.2 All Changes shall be categorised into one of three distinct categories, dependent on their estimated impact on the provision of the Services;

(A) Low Impact – Changes which result in no loss of any Service at any time;

(B) Medium Impact – Changes which result in loss of Service outside of Core Hours; and

(C) High Impact – Changes which result in loss of Service during Core Hours

3.3 Any Change that requires a Change to the underlying Infrastructure or Assets owned by the AUTHORITY will require prior authorisation from the AUTHORITY. Such Changes will be highlighted at the Service Management Board, the only exceptions being:

(A) routine operational Changes which shall be implemented in accordance with the Change Management process set out in Schedule 3, unless the Parties consider it necessary for the Service Management Board to review and approve the proposed Change; and

(B) Changes to items available through the Product and Services Catalogue.

3.4 All Changes shall require prior authorisation from the AUTHORITY.

3.5 At any time during this Agreement, the AUTHORITY may request, or the PROVIDER may recommend, a Change by submitting a Request for Service ("**RFS**") (the detailed form of which is to be agreed but shall be substantially as set out in Annex A to this Schedule 20 (Change Control Procedures) below). Any such request or recommendation shall be notified to the PROVIDER or AUTHORITY, in writing or by email with full details of the requested or recommended Change as specified under the Change Control Procedure.

3.6 Not used.

3.7 The PROVIDER shall upon receipt of a written or e-mailed Request for Service from the AUTHORITY, investigate the likely impact of the requested Change on the Agreement or upon the scope, content or manner of performance of the Services, and shall, within five (5) Working Days or such other period that may be agreed by the AUTHORITY, either:

(A) respond with a completed impact assessment in the form of a proposal document (a "Proposal Document"); or

(B) confirm that it shall provide the Proposal Document within the timescales for the relevant category of Change as shown in Table 3.5 below; or

(C) where the PROVIDER does not reasonably believe that it shall be able to provide the Proposal Document within the timescales for the relevant category of Change as shown in Table 3.5 below provide:

(1) a written explanation and any other relevant information and documentation required to demonstrate why the timescales cannot be met; and

(2) the anticipated date by which the Proposal Document shall be provided to the AUTHORITY.

(D) Not Used

| Category of proposed Change | Target time for delivery of Proposal Document |
|---|---|
| **RT3 – Small** | **15 Working Days** |
| **RT3 – Medium** | **25 Working Days** |
| **RT3 – Large** | **35 Working Days** |
| **RT3 – Major Project** | **Timescale to be agreed on a case by case basis** |

Table 3.5 – Categorisation of Changes

3.8 The agreed definitions of the Categories identified in table 3.5 are contained in Annex C to this Schedule 20.

3.9 The amount of detail provided within a Proposal Document should be commensurate with the risk the Change poses and the scale of the Change required. The higher the risk the greater the detail required to ensure safe running of the current Service. The Request for Service should provide an appropriate level of detail from which the Service Management Board can make an informed decision in order to approve the requested Change. The PROVIDER shall keep a schedule of all approved and rejected Requests for Service and supporting documentation.

3.10 If appropriate, Proposal Documents shall contain details of how to back out or reverse the Change.

3.11 If a Change is dependent upon one or more events, or a Change is a pre-requisite for other Changes, then the relevant details shall be recorded within the Proposal Document.

3.12 Proposal Documents shall be sent to the AUTHORITY (or the AUTHORITY's nominated representative) who will then accept or reject the Change in line with the governance procedures outlined within Schedule 9 (Governance). The AUTHORITY will not unreasonably withhold or delay acceptance or rejection as appropriate. Once accepted, the PROVIDER shall then be authorised to proceed with the proposed Change. The AUTHORITY shall raise a Purchase Order for each accepted change within ten (10) Working Days.

3.13 Following delivery and acceptance, the Change will be considered to form a core part of the ongoing Core Services, provided that the Change has met any specifically identified Acceptance Criteria for the Change agreed between the PROVIDER and the AUTHORITY.

3.14 Payment for any Change that is implemented following these procedures will be invoiced centrally according to the invoicing procedures outlined within Schedule 11 (Invoicing Procedures), with future Charges for the new service forming part of the Charges.

3.15 Subject to Schedule 7 (Security), upon notice in writing or e-mail from the AUTHORITY to the PROVIDER, the AUTHORITY or its agents shall be entitled to inspect such financial and other records of the PROVIDER as is reasonably necessary to ensure that Value for Money can be demonstrated from implementing the Change. These inspections shall be conducted in accordance with the principles outlined for Open Book Accounting within Schedule 5 (Charges).

3.16 If such agent of the AUTHORITY referred to in Paragraph 3.15 above is a direct competitor of the PROVIDER, that agent shall only have the rights of inspection granted by Paragraph 3.15 with the prior written consent of the PROVIDER, such consent not to be unreasonably withheld or delayed.

3.17 Where a Change does not involve an amendment to the terms of this Agreement, the Change will be made when the representatives of the Parties as specified in Paragraph 5 below have each given their consent to such Change by signing the Proposal Document.

4. **NOT USED**

5. **Levels of Authority**

5.1 Changes shall only be valid and enforceable if they are accepted by the relevant authorised representatives of the AUTHORITY and the PROVIDER as set out in the table below.

| AUTHORITY authorised representatives | Delegated authority limits – authorised to accept Changes up to the following financial thresholds |
|---|---|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| | |
| PROVIDER authorised representatives | Delegated authority limits – authorised to accept Changes up to the following financial thresholds |

| | |
|---|---|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

## 6. **Contract Change**

6.1 The AUTHORITY's Contract Manager is the AUTHORITY point of contact for any Contract Change.

6.2 Where a Change involves a proposed revision to this Agreement and is agreed between the Parties in accordance with the above paragraphs of this Schedule 20 (Change Control Procedures), a copy of the prepared revisions accompanied by a completed pro forma (the form of which shall be as reproduced in Annex B below), shall constitute a Contract Change Note ("CCN"). Each CCN shall be uniquely identified by a number, which shall be provided by the PROVIDER.

6.3 Two copies of each CCN shall be submitted by the PROVIDER, to the AUTHORITY. This shall take place not less than ten (10) Working Days (or such other period as may be agreed between the Parties) prior to the date for the start of implementation of the relevant Contract Change.

6.4 Subject to the agreement of the Parties reached in accordance with Paragraph 6.3, the PROVIDER shall sign both copies of the CCN and submit it to the AUTHORITY. Within five (5) Working Days (or such other period as may be agreed between the parties) of receipt of the copies by the AUTHORITY it shall sign both copies and return one to the PROVIDER. Any signature required in this Paragraph shall be in accordance with the levels of authority set out in Paragraph 5.

6.5 A CCN signed by both Parties shall constitute a Contract Change.

## 7. **Proposals for a Paid Scoping Study**

7.1 The AUTHORITY may, at its sole discretion, give prior written authorisation agreeing to a proposal for a proposed Operational or Contract Change being prepared under the terms of a paid scoping study. Following the scoping study the AUTHORITY shall be under no obligation to undertake the proposed Change and may if it so decides conduct a wider tendering exercise for the work.

7.2 A proposal for any such paid scoping study shall include:

(A) the Operational or Contract Change proposal number;

(B) the Operational or Contract Change proposal title;

(C) author and date of this proposal for paid scoping study;

(D) the Personnel proposed to undertake the study, and their roles;

(E) the breakdown of any Charges associated with the study;

(F) any AUTHORITY responsibilities associated with the study (e.g. provision of AUTHORITY resources);

(G) the aim and scope covered by the study;

(H) a study plan showing milestones and target dates; and

(I) product descriptions, including quality criteria, of any products that will be delivered from the study.

The deliverable and structure of the study will be agreed before it commences but it should include a statement of how any proposed Change would be incorporated into the Agreement.

8. **Joining Up NOMS**

9. As and when required the PROVIDER shall take part in the change control procedures of other Third Party Suppliers to the AUTHORITY, and involve them as appropriate in the PROVIDER's Change Control Procedures.

10. **Working within the wider Criminal Justice Community**

As and when required the PROVIDER shall take part in the change control procedures of other Third Party Suppliers to the Criminal Justice Services, and involve them as appropriate in the PROVIDER's Change Control Procedures.

**ANNEX A – Request For Service Proforma**

**No.**

# REQUEST FOR SERVICE (RT3)

**Part 1 - Request Detail**

Fields marked * are mandatory. Incomplete forms will not be processed and will be returned to the requester.

| | |
|---|---|
| **Business Owner name, phone number and address, email address** (Key stakeholder or SRO) * | |
| **SPOC name, phone number and address, email address *** | |
| **Title of Request *** | |
| **Site ID/s where work is to be carried out *** | |
| **Full Site address ***<br><br>**Associated PSC orders/RFS/Budgetary Estimates** | |
| **Services / Applications Affected** | |
| **CRC\NPS Region *** | |
| **Requested Implementation Date *** | |
| **Date RT5 Submitted *** | |

*

| | |
|---|---|
| **Detailed Description of Service Required ***<br><br>(If attaching documents detailing the full description of the change required, a summary must still be entered in this section) | |
| **Business Justification *** | |
| **Target Implementation date(s)/Milestones *** | |
| **Business impact if target date not achieved ***<br><br>**Attachments**<br><br>e.g. requirement matrix | |

## Part 2 - Budget Approval

Where a PD/CCN results in a one-off charge, you will be responsible for payment. Where a PD/CCN results in ongoing support charges, you may be responsible for payment by way of a budget transfer to MoJ ICT.
Costs are not automatically met centrally by MoJ ICT and you must ensure that budget is transferred to MoJ ICT for current **and** future years.
DISC Suppliers must obtain approval from the ICT SPOC prior to any cost being incurred in the production of a PD/CCN. The Authority retains the right to withdraw an RFS at no cost, at any time prior to giving consent to incur costs or approval of the PD/CCN.

### One Off Costs

I give approval that:

- I have sufficient funding provision should funds be required in the current financial year. Where costs fall to future years, I as the budget holder will ensure appropriate cover for the contractually committed costs.
- I have informed my finance section of this funding and this has been included in all forecasting and financial planning.
- I will continue to appraise and monitor the implementation of the goods or services, and ensure that any changes in financial risks, implications, and timings are notified to my finance section immediately.
- I will work collaboratively with my MoJ ICT Contact or Project Manager and Finance dept to mitigate any financial risks.

| | Name | Telephone No. | Email Address |
|---|---|---|---|
| **Budget Holder *** | | | |
| **Business Unit Code (or CRC\NPS 3 digit code) *** | | | |

### Ongoing Costs

I give approval that:

- I have sufficient funding provision should funds be required in the current plus future financial years.
- I know how the ongoing costs will be paid year on year.
- I have informed my finance section of this funding and this has been included in all forecasting and financial planning.
- I will continue to appraise and monitor the implementation of the goods or services, and ensure that any changes in financial risks, implications, and timings are notified to my finance section immediately.
- I will work collaboratively with my MoJ ICT Contact or Project Manager and Finance dept to mitigate any financial risks.

**Same as one off costs** ☐

| | Name | Telephone No. | Email Address |
|---|---|---|---|
| **Budget Holder *** | | | |
| **Business Unit Code (or CRC\NPS 3 digit code) *** | | | |

## ANNEX B – CONTRACT CHANGE NOTE PRO-FORMA

| **Contract Change Note** | |
|---|---|
| Sequential Number | |
| Title | |
| Number of pages attached | |

The AUTHORITY entered into an Agreement with reference [insert reference number of original Agreement] and subject to the Agreement, the AUTHORITY and the PROVIDER now wish to amend the Agreement as follows:

IT IS AGREED as follows that:

With effect from [INSERT DATE] the Agreement shall be amended as set out in the documentation associated with this Contract Change Note.

Save as herein amended all other terms and conditions of the Agreement shall remain in full force and effect.

| **Signed for and on behalf of the PROVIDER** |
|---|
| By |
| Name |
| Title |
| Date |

| **Signed for and on behalf of the AUTHORITY** |
|---|
| By |
| Name |
| Title |
| Date |

## ANNEX C – DEFINITIONS OF CHANGE CATEGORIES

**RT3 Small Requests**

Resource only

Small scale technical scope

No project management

**RT3 Medium Requests**

Small to medium scale project

Element of project co-ordination required

Typically includes a third party or purchasing element

**RT3 Large Requests**

Medium to large scale project

PROVIDER Project Management required

Typically maps to an AUTHORITY project with PPD resources assigned

Potential for National scope

**RT3 Major Project/Programme (CCN/Bids)**

Major project, programme or bid

Generally has National scope