### ESMCP TERMS AND CONDITIONS – USER SERVICES

### SCHEDULE 22

### CHANGE CONTROL PROCEDURE

#### **CHANGE HISTORY**

Version	Date	Description	Document Number
1.0	2022.08.01	Base Version – MSC 2.0 unamended	72960724.1
1.2	2023.07.27	Issued for release to bidders with ITPD	
1.3	2023.10.24	Issued for release to bidders prior to detailed dialogue	
2.0	2024.03.13	Issued for release to bidders at ISFT publication	
3.0	2024.10.08	Issued for release to the Preferred Bidder prior to contract conformance	
4.0	2024.12.12	Issued for release to the Preferred Bidder for contract execution	

#### Contents

SCHEI	DULE 22 (CHANGE CONTROL PROCEDURE)	3
1	NOT USED	3
2	GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE	3
3	COSTS	5
4	CHANGE RESOURCE	5
5	CHANGE REQUEST	6
6	INITIAL IMPACT ASSESSMENT	7
7	TECHNICAL IMPACT ASSESSMENT	11
8	AUTHORITY'S RIGHT OF APPROVAL	13
9	SUPPLIER'S RIGHT OF APPROVAL	14
10	CROSS ESN SERVICES AFFECTING CHANGE REQUESTS	15
11		
		19
12	COMMUNICATIONS	19
13	URGENT CONTRACT CHANGE	19

### Schedule 22 (Change Control Procedure)

1 NOT USED



2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 14 (*Testing and Assurance Procedures*), and, where appropriate, the Change Authorisation Note relating to such Contract Change shall specify Milestones and/or a Key Milestone(s) and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

User Services

OFFICIAL

- 2.5 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 8.2, then:
  - (a) unless the Authority expressly agrees (or requires) otherwise in writing pursuant to Paragraph 2.8, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply;
  - (b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change,
  - (c)
- 2.6 Unless the Authority directs otherwise, the Supplier shall:
  - (a)
  - (b) thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time-to-time request.





#### 3 COSTS

- 3.1 Subject to Paragraph 3.3:
  - (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request;
  - (b) by the Supplier in undertaking any Initial Impact Assessment including shall be borne by the Supplier; and
  - (c) **Example 1** the Authority in undertaking any Initial Impact Assessment shall be borne by the Authority.
- 3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 15 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Initial Impact Assessment and/or Technical Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.
- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

#### 4 CHANGE RESOURCE



User Services

OFFICIAL



#### 5 CHANGE REQUEST

- 5.1 The Parties shall deal with Change Requests according to the following process.
- 5.2 Either Party may request a Contract Change which they shall initiate by issuing to the other a Change Request in accordance with Paragraphs 5.3 or 5.4 as applicable.
- 5.3 Where the Authority wishes to request a Contract
- 5.4 Where the Supplier wishes to issue a Change Request to the Authority the Supplier

**User Services** 

OFFICIAL

١.



6 **INITIAL IMPACT ASSESSMENT** 



Authority Issued Change Request



This document is based on the Crown Commercial Services Model Services Agreement v2.0 and has been adapted for use by the Emergency Services Mobile Communications Programme.

© Crown copyright 2022



**User Services** 

OFFICIAL





#### **Supplier Issued Change Request**



#### **Change Board**



User Services

OFFICIAL

Page | 10







#### 8 AUTHORITY'S RIGHT OF APPROVAL

#### 8.1 Within fifteen (15) Working Days of receiving the Technical Impact Assessment from the Supplier or within ten (10) Working Days of receiving

User Services

OFFICIAL

Page | 13



OFFICIAL

Page | 14





#### **Authority Issued Change Requests**

10.1.3





#### **Supplier Issued Change Requests**





OFFICIAL

Page | 17





**User Services** 

OFFICIAL

Page | 19



**User Services** 

OFFICIAL

User Services

OFFICIAL

OFFICIAL



Page | 24

User Services

OFFICIAL

Page | 25



OFFICIAL

Page | 27

OFFICIAL



OFFICIAL	Page   29

This document is based on the Crown Commercial Services Model Services Agreement v2.0 and has been adapted for use by the Emergency Services Mobile Communications Programme. © Crown copyright 2022

User Services