DYNAMIC FRAMEWORK

1. SCHEDULE 8.2

**CHANGE CONTROL PROCEDURE**

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| **VERSION** | **DATE** | **COMMENT** |
| 1.0 | 10 June 2020 | Initial Release |
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1. SCHEDULE 8.2
2. CHANGE CONTROL PROCEDURE
3. DEFINITIONS
	1. In this Schedule 8.2 (Change Control Procedure), the definitions in Schedule 1 (Definitions) shall apply.
4. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE
	1. This Schedule sets out the procedure for dealing with Changes.
	2. Operational Changes shall be processed in accordance with Paragraph 9. If any Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
	3. The Parties shall deal with Contract Change as follows:-
		1. a Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
		2. unless this Framework Agreement, or any Call-Off Contract, otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
		3. the Authority, or a Customer, shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
		4. the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
		5. save as otherwise provided in this Framework Agreement, or any Call-Off Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority, or a Customer (as appropriate) in accordance with Paragraph 6.2; and
		6. if a proposed Contract Change is a Fast‑track Change, it shall be processed in accordance with Paragraph 8.
	4. Until a Change Authorisation Note has been signed and issued by the Authority, or a Customer, in accordance with Paragraph 6.2, then:-
		1. unless the Authority, or the Customer (as appropriate), expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Framework Agreement, and any Call-Off Contract, as if the proposed Contract Change did not apply; and
		2. any discussions, negotiations or other communications which may take place between the Authority or a Customer, and the Supplier 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 Framework Agreement or any Call-Off Contract.
	5. The Supplier shall:-
		1. within ten (10) Working Days of the Authority's, or a Customer's, signature and issue of a Change Authorisation Note, deliver to the Authority, or the Customer, a copy of this Framework Agreement or the relevant Call-Off Contract, updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed;
		2. thereafter provide to the Authority or the Customer (as appropriate), such further copies of the updated Framework Agreement or relevant Call-Off Contract, as the Authority, or a Customer, may from time to time request;
		3. co-operate with the Authority or the Customer (as appropriate) in good faith and use all reasonable endeavours to ensure that the Change is prioritised and introduced in such a manner as to minimise business disruption.
	6. The Authority or the Customer (as appropriate) may make improvements or changes to the Customer Approved System through a process of continuous digital improvement and such improvements or changes shall be implemented without following the Change Control Procedure. The Authority or the Customer (as appropriate) shall discuss significant improvements or changes with the Supplier in line with the principles set out in Schedule 11 (Collaboration).
5. costs
	1. Subject to Paragraph 3.3:-
		1. the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
		2. the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority or a Customer, shall not be required to pay any such costs if:-
			1. such costs are below:
				1. for a Call-Off Contract which is indicated as Tier One for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £5,000;
				2. for a Call-Off Contract which is indicated as Tier Two for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £2,500;
				3. for a Call-Off Contract which is indicated as Tier Three for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £1,000;
			2. the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
			3. such costs exceed those in the accepted Impact Assessment Estimate.
	2. The cost of any Contract Change shall be borne by the Party making the Change Request. The Supplier shall be entitled to increase the Charges only if it can demonstrate in the 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. 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.
6. CHANGE REQUEST
	1. Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Appendix 1 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast‑track Change.
	2. If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority or relevant Customer, as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.
	3. If the Authority or a Customer, issues the Change Request, then the Supplier 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 estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority or Customer, within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority or relevant Customer.
	4. If the Authority or a Customer, accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority or Customer, as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority or Customer, and provided that sufficient information is received by the Authority or the Customer, to fully understand:-
		1. the nature of the request for clarification; and
		2. the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority or Customer, to provide that clarification. The Authority or a Customer shall respond to the request for clarification as soon as is reasonably practicable.

* 1. Unique Reference Numbers

On receipt of a Change Request, the Authority or the Customer will allocate the proposed Change a unique reference number which will remain with the proposed Change throughout the procedure set out herein.

1. impact assessment
	1. Each Impact Assessment shall be completed in good faith and shall include:-
		1. details of the proposed Contract Change including the reason for the Contract Change; and
		2. details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Framework Agreement or any Call-Off Contract;
		3. details of the impact of the proposed Contract Change from an operational and public policy perspective;
		4. details of the impact of the proposed Contract Change on Intellectual Property Rights;
		5. details of the impact should the proposed Contract Change not be implemented;
		6. any variation to the terms of this Framework Agreement or any Call-Off Contract, that will be required as a result of that impact, including (as applicable) changes to:-
			1. the Services Description, the Call-Off Contract Performance Indicators, the Framework Performance Indicators and/or the Target Performance Levels for such as applicable;
			2. any Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and
			3. other services provided by third party contractors to the Authority or Customer, including any changes required by the proposed Contract Change to the Authority's or any Customer's IT infrastructure;
		7. details of the cost of implementing the proposed Contract Change;
		8. details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
		9. a timetable for the implementation, together with any proposals for the testing of the Contract Change;
		10. details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
		11. such other information as the Authority or Customer, may reasonably request in (or in response to) the Change Request.
	2. 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 26.
	3. Subject to the provisions of Paragraph 5.4, the Authority or a Customer, shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
	4. If the Authority or Customer, is the Receiving Party and the Authority or Customer, 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, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re‑issue the relevant Impact Assessment to the Authority or Customer (as applicable), within ten (10) Working Days of receiving such notification. At the Authority's or Customer's, discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority or Customer, is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
	5. The calculation of costs for the purposes of Paragraphs g) and h) shall:-
		1. be based on the principles set out in Schedule 7.1 (Charges and Invoicing);
		2. facilitate the Financial Transparency Objectives;
		3. include estimated volumes of each type of resource to be employed in accordance with the calculations set out in the Financial Model;
		4. include full disclosure of any assumptions underlying such Impact Assessment;
		5. include evidence of the cost of any assets required for the Change; and
		6. include details of any new Sub‑contracts necessary to accomplish the Change.
	6. The Supplier shall use all reasonable endeavours to undertake each Impact Assessment using resources already deployed in the provision of the Services.
2. AUTHORITY'S or CUSTOMER's RIGHT OF APPROVAL
	1. Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority or Customer (as appropriate), shall evaluate the Change Request and the Impact Assessment and shall do one of the following:-
		1. approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
		2. in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority or a Customer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority or Customer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
		3. in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority or Customer, shall approve or reject the proposed Contract Change within ten (10) Working Days.
	2. If the Authority or Customer, approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority or Customer (as appropriate), for its signature. Following receipt by the Authority or Customer, of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's or Customer's signature the Change Authorisation Note shall constitute (or, where the Authority or Customer, has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Framework Agreement or relevant Call-Off Contract.
	3. If the Authority or Customer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority or Customer (as appropriate), and if the Authority or Customer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.
3. SUPPLIER'S RIGHT OF APPROVAL

Following an Impact Assessment, if:-

* 1. the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority or a Customer, would:-
		1. materially and adversely affect the risks to the health and safety of any person; and/or
		2. require the Services to be performed in a way that infringes any Law; and/or
	2. the Supplier demonstrates to the Authority's or Customer's, reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority or Customer (as appropriate), 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 4.3.

1. FAST‑TRACK CHANGES
	1. The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
	2. If:-
		1. the total number of Contract Changes in relation to which this Fast‑track Change procedure has been applied does not exceed four (4) in any twelve (12) month period; and
		2. both Parties agree the estimated value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed:
			1. for a Call-Off Contract which is indicated as Tier One for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £5,000;
			2. for a Call-Off Contract which is indicated as Tier Two for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £2,500; and
			3. for a Call-Off Contract which is indicated as Tier Three for Schedule 8.2 (Change Control Procedure) within the Tiering Matrix, £1,000,

and the proposed Contract Change is not significant (as determined by the Authority or relevant Customer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

* 1. The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast‑track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) month period.
1. OPERATIONAL CHANGE PROCEDURE
	1. Any Operational Changes identified by the Supplier to improve operational efficiency of the Services shall be notified to the Customer Representative. The Customer shall confirm to the Supplier whether the proposed Operational Changes meet the following criteria:-
		1. do not have an impact on the business of the Authority or a Customer;
		2. do not require a change to this Framework Agreement or any Call-Off Contract;
		3. do not have a direct impact on a Service User's use of the Services (as set out in Schedule 2.1 (Services Description) or Schedule 2.1 (Call-Off Services Description)) or otherwise have a direct impact on the Customer's use and benefit of the Services; or
		4. do not involve the Authority or Customer paying any additional Charges or other costs.

If the Customer confirms the criteria above are met, the Operational Changes may be implemented by the Supplier without following the Change Control Procedure for the proposed Contract Changes.

* 1. The Authority or a Customer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") in substantially the form of Appendix 3 to the Supplier Representative.
	2. The RFOC shall include the following details:-
		1. the proposed Operational Change; and
		2. the time‑scale for completion of the Operational Change.
	3. The Supplier shall inform the Authority or relevant Customer, of any impact on the Services that may arise from the proposed Operational Change.
	4. The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority, or Customer, when the Operational Change is completed.
1. COMMUNICATIONS

For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 49 shall apply to a Change Communication as if it were a notice.

* 1.
1. CHANGE REQUEST FORM

| **CHANGE REQUEST FORM** |
| --- |
| **Supporting Documentation should accompany this form where possible** |
| 1. **CONTRACT TITLE:**
 |  |
| 1. **LEVEL CHANGE APPLIES TO**
 | Framework Agreement - 🞏Call-Off Contract - 🞏 |
| 1. **CONTRACT REFERENCE NO:**
 | Framework Agreement - Call-Off Contract -  |
| 1. **TYPE OF CHANGE:**
 |  |
| 1. **RAISED BY:**
 |  |
| 1. **SUPPLIER NAME:**
 | 1. **SUPPLIER REFERENCE NUMBER:**
 |
|  |  |
| 1. **PROPOSED DATE OF CHANGE COMPLETION:**
 | 1. **FAST TRACK CHANGE or NECESSARY CHANGE NEEDED:**
 |
|  |  |
| 1. **CRITICAL DATES:**
 |  |
| 1. **FULL DESCRIPTION OF REQUESTED CHANGE:(including proposed changes to the wording of the contract)**
 |  |
| 1. **REASONS FOR REQUESTED CHANGE:**
 |  |
| 1. **CHANGE NOTICE REFERENCE NUMBER:**
 |  |
| 1. **ESTIMATED COST AND IMPACT ON CHARGES:**

(To be completed by Supplier) |  |
| 1. **CHANGE IMPACT ASSESSMENT:**

(To be completed by Supplier) |  |
| 1. **CHANGE IMPACT ASSESSMENT ASSIGNED TO:**
 |  |
| 1. Area(S) Impacted On Authority / Commissioning Body / Third Party
 |  |
| 1. **AREA(S) IMPACTED ON SERVICES PROVIDED BY THE SUPPLIER:**
 |  |
| 1. **DETAILS OF ADDITIONAL / COMMERCIAL RISK:**
 |  |
| **PRINTED NAME of person from the Authority with responsibility for Change Notice:** |  |
| **PRINTED NAME of person from the Supplier with responsibility for Change Notice:** |  |
| **DATE OF REQUEST: DD/MM/YYYY** |  |
| **DO NOT REMOVE FROM FORM: For the avoidance of doubt this Change Notice does not constitute an amendment to the Agreement. A Change shall only take effect following execution of a Change Authorisation Note and from the date set out in that Change Confirmation.** |

1. CHANGE AUTHORISATION NOTE

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| **CHANGE AUTHORISATION NOTE** |
| **CONTRACT TITLE:** |  |
| **CONTRACT REFERENCE NUMBER:** |  |
| **CHANGE REFERENCE NUMBER:**  |  |
| **CHANGE AUTHORISATION EFFECTIVE DATE:** |  |
| **DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:** |  |
| **PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:** |  |
| **DETAILS OF PROPOSED ONE‑OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):** |  |
| **BETWEEN:‑****THE SECRETARY OF STATE FOR JUSTICE** acting as part of the Crown of 102 Petty France, London, SW1H 9AJ;AndTHE [**NAME OF SUPPLIER**] (registered in England under number [                    ]), whose registered office is at [**Address**]. |
| Signed:‑For the Authority:‑Signature :‑Name :‑Title :‑Date : | For the Supplier:‑Signature :‑Name :‑Title :‑Date :‑ |

* 1.
1. request for operational change

| **REQUEST FOR OPERATIONAL CHANGE FORM** |
| --- |
| 1. **CONTRACT TITLE:**
 |  |
| 1. **CONTRACT REFERENCE NO:**
 | Call-Off Contract -  |
| 1. **SUPPLIER NAME:**
 | 1. **SUPPLIER REFERENCE NUMBER:**
 |
|  |  |
| 1. **DESCRIPTION OF OPERATIONAL CHANGE:**
 |  |
| 1. **TIME SCALE FOR COMPLETION OF THE OPERATIONAL CHANGE:**
 |  |
| **PRINTED NAME of person from the Authority or the Customer with responsibility for the RFOC:** |  |
| **DATE OF REQUEST: DD/MM/YYYY** |  |