

ICT SERVICES AGREEMENT SCHEDULES

SCHEDULE 8.2

CHANGE CONTROL PROCEDURE

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Section A

Product Description

1. PRODUCT TITLE

ICT Services Agreement - Schedule 8.2 (Change Control Procedure).

2. PURPOSE OF PRODUCT

- The purpose of the schedule is to set out the procedure that must be followed for proposing and agreeing amendments (i.e. variations, additions or deductions) to the Agreement. The Authority's requirement for the Services may change during the Term due to changes in its activities and changes in the underlying technology. It is, therefore, essential for the Agreement to contain a detailed change control procedure allowing the Services to be varied, extended or terminated during the lifetime of the Agreement.
- The Change Control Procedure should ensure that any decision affecting the Services and the Agreement is taken at the appropriate managerial level and by individuals with appropriate expertise. The Change Control Procedure should also provide a process for dealing with the cost impact of any specific change.
- The schedule deals with the following types of change:
 - Operational Change;
 - Contract Change; and
 - Fast-track Change.

3. COMPOSITION

- Clause 26 (Change Control) of the Agreement states that any requirement for a Change should be subject to the Change Control Procedure, which is set out in schedule 8.2.
- Schedule 8.2 sets out the following:
 - Definitions relevant to the Change Control Procedure (to be migrated to schedule 1 as the schedule is approaching finalisation);
 - General Principles;

- Costs;
- Change Request;
- Impact Assessment;
- Authority's and Contractor's Rights of Approval;
- Fast-track and Operational Changes;
- Change Authorisation;
- Communications; and
- Forms.

4. DERIVATION

- Guidance Note 1 (Key Commercial Principles), section 1 - 6 (Change Control).

5. RELATED CLAUSES & SCHEDULES

Clauses: 23.11 (Termination of Sub Contracts)

 26 (Change Control)

 44.4 (Contractor's Obligations)

 47.4 (Change in Law)

 48.3 (Security Requirements)

 55.4.4 (Partial Termination)

 61.2.2 and 61.4.3 (Assignment and Novation)

Definitions: "Change Control Procedure"

 "Change Request"

 "Dispute"

Schedules: 2.1 (Services Description)

2.2 (Service Levels)

7.1 (Charges and Invoicing)

6. ALLOCATION

Standard schedule for Authority to submit to bidders with the ITT or earlier as descriptive document in dialogue phase.

7. QUALITY / REVIEW

Authority Expertise: Project Management, Procurement and Commercial.

Section B

Guidance

1. INTRODUCTION

- 1.1 The Change Control Procedure should contain a comprehensive mechanism whereby the parties can propose and accept any changes to the Agreement and the costs involved in implementing such changes. As a basic requirement, any change to the Agreement must be in writing and must be agreed by both parties before such change is effective. No changes (whether proposed by the Authority or the Contractor) are acceptable unless the agreed Change Control Procedure has been followed and a Change Authorisation Note (as defined below in Section C) in respect of the proposed change is signed by both parties.
- 1.2 This schedule deals with the procedure to be followed by the parties for each of the four different types of changes, namely: Operational Changes, Contract Changes and Fast-track Changes.

2. OPERATIONAL CHANGES

- 2.1 There will be a number of technological and business changes during the Term of the Agreement which the Contractor must adjust to in order to continue providing the Services effectively and efficiently ("Operational Changes"). Many of these Operational Changes will not increase the costs incurred by either party (or will only do so to an immaterial extent, i.e. up to an amount that could be fixed by the parties) nor will they change the risk profile of either party. As such, the Authority has no need of the extra checks and balances that it may require for other types of change. The Authority has contracted with the Contractor to provide the Services because it is satisfied that the Contractor is capable of providing them. As a result, the Contractor should be relatively free to make the necessary Operational Changes without having to follow the potentially more lengthy Change Control Procedure.
- 2.2 Operational Changes could, for example, arise because of technical changes which do not impact on the Authority's business or which are identified as a result of the management of incidents and problems.
- 2.3 Either party may raise an Operational Change request. The Operational Change process is closely tied to other relevant management processes (depending on the

Service) such as Capacity Management, Configuration Management and Release Management as well as Incident and Problem Management (such management processes are defined in the OGC publication "IT Infrastructure Library" (ITIL)). The following is an example of the relationship between the Operational Change and the relevant management process:

2.3.1 the Capacity Management would identify the need for greater capacity on a server (i.e. the Operational Change);

2.3.2 the Configuration Management would identify the areas impacted by such lack of capacity;

2.3.3 such areas are then assessed by Change Management, which authorises the impact of the Operational Change; and

2.3.4 the Release Management releases the new hardware or software required to implement the Operational Change.

2.4 This guidance note does not set out the Operational Change Management (this process is fully described in ITIL). The CAB will be responsible for the assessment, approval, implementation and acceptance of Operational Changes. The CAB is a "virtual" body in the sense that it will not necessarily meet in person except perhaps very occasionally (for instance, to review the Contractor's progress in implementing the Operational Changes).

3. CONTRACT CHANGES

3.1 Contract Changes are changes that affect the baseline agreed by the parties at the date of the Agreement. They will have an impact on the costs or the risk profile of either party. As such, the parties will need the right to approve, reject and request amendments to Contract Changes proposed by the other party, subject to the qualifications set out in paragraph 3.2 and 3.3 below.

3.2 In the Example/Pro-forma schedule (set out in Section C) a Contract Change proposed by the Authority can only be rejected by the Contractor, if the Contractor can show that either:

3.2.1 the proposed Contract Change would materially and adversely affect the health and safety of any person;

3.2.2 the proposed Contract Change would cause the Services to infringe the law; or

3.2.3 it is technically impossible to perform the Contract Change.

There is tension between the Authority's interests in maintaining flexibility and being able to force a change on its Contractor if it needs to amend the services and the Contractor's ability to reject a request for change. The approach outlined above and reflected in the Example/Proforma schedule gives certain carve-outs allowing the Contractor to reject the Change Request only in certain circumstances. The Authority will need to consider whether this approach is appropriate for your circumstances, and whether there are any other carve-outs which you may deem appropriate to grant.

3.3 In contrast, the Authority should always have the right to reject a Contract Change, unless the proposed change is as a result of a Change in Law.

3.4 Either party should have the right to request a Contract Change and initiate the Change Control Procedure. The party requesting a Contract Change must send the other party a note setting out the following information:

3.4.1 a full description of the proposed Contract Change with a brief analysis of the perceived advantages (and, if appropriate, disadvantages) of the Contract Change;

3.4.2 the likely costs of the Contract Change; and

3.4.3 the target date for implementing it,

(the "Change Request"). The Change Request will normally be communicated to the other party's representative responsible for Contract Changes.

3.5 At the time of issuing the Change Request (or within a specified period following such issue), the Contractor will research and produce an assessment of the potential impact of the proposed Contract Change ("Impact Assessment"). If the Change Request is issued by the Authority, the Contractor will have a specified amount of time within which to produce the Impact Assessment.

- 3.6 The Impact Assessment must set out full details of the proposed Contract Change including the following:
- 3.6.1 the technical specifications of the Contract Change;
 - 3.6.2 the reason for the Contract Change and the projected impact on the Authority, its business and IT systems;
 - 3.6.3 the impact that the Contract Change will have (if any) on the Contractor's level of performance and achievement of the Service Levels;
 - 3.6.4 the impact that the Contract Change will have on other systems or processes of the Authority, which are outside the Contractor's responsibility, but which interface with or are reliant on the infrastructure or processes governed by the Agreement;
 - 3.6.5 the increase (or reduction) to the Charges that the Contract Change will necessitate;
 - 3.6.6 the level of ongoing resources which will be required if the Contract Change is executed;
 - 3.6.7 the impact on the Authority and the Services if the Contract Change is not executed; and
 - 3.6.8 a plan which details how the Contractor will implement the Contract Change including, if appropriate, a timetable and/or milestones.
- 3.7 If a Change Request is issued by the Authority, following delivery (and not before) of the Impact Assessment, the Contractor should be able to exercise its right to object to such Contract Changes as described at paragraph 3.2 above.
- 3.8 Where the Change Request is issued by the Contractor, then following receipt by the Authority of the Contractor's Impact Assessment, the Authority should have the right to either accept the proposed Contract Change, request amendments, request further information regarding the proposed Contract Change to enable it to make a decision or reject the Contract Change.
- 3.9 The Change Control Procedure should only permit the Contractor to implement a Contract Change once it has the correct authorisation from the Authority.

- 3.10 Depending on the complexity and the Term of the Agreement, the Authority may wish the Change Control Procedure to provide for certain Contract Changes to be authorised by more senior signatories within the Authority (for instance, changes where the cost (or where the aggregate cost of changes in a given period) exceeds a specified amount).

4. FAST-TRACK CHANGES

- 4.1 Each step of the procedure for Contract Changes outlined above will have time periods attached to it that both sides will have to adhere to in processing proposed changes. The length and the aggregate length of these time periods mean that the Change Control Procedure can become more time consuming than the nature of the proposed changes and their importance to either party warrants.

- 4.2 The purpose of Change Control is to react positively to changing circumstances and maximise operational efficiency and effectiveness. To ensure such efficiency and effectiveness, the parties should agree in what circumstances it will be permissible to shorten the timescales for processing a change ("Fast-track Change").

- 4.3 The chosen parameters should take into account the materiality and the significance of the change to each party. They should include a maximum cost and an aggregate cost limit for all changes in a specified time period (such as a quarter or half yearly period). If such parameters are exceeded, it will mean that the full Change Control Procedure is used.

- 4.4 Any changes which affect either:

4.4.1 any Authority systems that are outside the scope of the Agreement; or

4.4.2 other services provided to the Authority by third party contractors (other than sub-contractors to the Contractor within the scope of the Agreement);

should not be processed as a Fast-track Change, as the Authority will need to assess the impact of such change on other systems and third party contractors.

5. COSTS

5.1 The Change Control Procedure should set out how the Contractor's costs of conducting the Impact Assessment will be dealt with. Such costs are distinct from:

5.1.1 the costs of implementing the change; and

5.1.2 the increase or decrease that the change will have on the Charges.

5.2 The issue of the Contractor's costs incurred in undertaking an Impact Assessment is a sensitive one and is often the subject of discussion between the Authority and bidders. The following approaches to costs may be adopted by the Authority:

5.2.1 each party bears its own costs for the preparation of the Impact Assessment;

5.2.2 the party making the Change Request shall bear the costs; or

5.2.3 the Contractor shall bear the costs of preparing Impact Assessments as a part of its contract management.

A compromise position might be agreed, whereby the Contractor allocates a pre-determined number of man days to the task of carrying out Impact Assessments per contract year at no charge. If an unusually high number of Impact Assessments are required in a contract year and the allocated man days are exceeded, the Contractor is permitted to levy fees (at a pre-determined rate) on a daily basis, for the additional work.

5.3 The parties may also wish to reflect the fact that some changes will create extra business for the Contractor and the Contractor would normally bear the costs of scoping any new business. Some changes are proposed to facilitate efficiencies that the Authority will enjoy because of the change, which might suggest that it is appropriate for the Authority to pay for the Impact Assessment. These issues should be kept in mind when drafting the Charges schedule and any continuous improvement provisions which oblige the Contractor to identify greater efficiencies (and possibly reward the Contractor for implementing them).

Section C

Pro-forma/Example schedule

1. DEFINITIONS

[Guidance: subject to the agreement of this schedule, the following definitions will need to be added to schedule 1]

[Guidance: Please note that "Change" and "Change Control Procedure" are defined in the ICT Services Agreement.]

"Authority's Change Manager"	the person appointed to that position by the Authority from time to time and notified in writing to the Contractor or, if no person is notified, the Authority Representative;
"Change Authorisation Note"	the form used by the parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 3 to schedule 8.2 (Change Control Procedure);
"Change Request"	a written request for a Contract Change which shall be substantially in the form of Appendix 1 to schedule 8.2 (Change Control Procedure);
"Contract Change"	any change to this Agreement other than an Operational Change;
"Change Communication"	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to schedule 8.2 (Change Control Procedure);
"Contractor's Change Manager"	the person appointed to that position by the Contractor from time to time and notified in writing to the Authority or, if no person is notified, the Contractor's Representative;
"Fast-track Change"	any Contract Change which the parties agree to expedite in accordance with paragraph 8.2 of schedule 8.2 (Change

Control Procedure);

"Impact Assessment"

an assessment of a Change Request substantially in the form of Appendix 2 of schedule 8.2 (Change Control Procedure);

"Operational Change"

any change in the Contractor's operational procedures which in all respects, when implemented:

- (a) will not affect the Charges or the Contractor's costs of performing the Services and will not result in any other costs to the Authority; [and/or]
- (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; [and/or]
- (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; [and/or]
- [(d) will not require a change to the Agreement];

"Receiving Party"

the party which receives a proposed Contract Change; and

"Requesting Party"

the party which requests a Contract Change.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This schedule sets out the procedure for dealing with Contract Changes.

[Guidance: Where the Agreement contemplates the addition of Future Services the parties need to address how these will be incorporated into the Agreement. Often the parties will subject them to this type of procedure.]

2.2 Operational Changes shall be processed in accordance with paragraph 9 below. If either party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Contract Change.

- 2.3 Under this Change Control Procedure:
- 2.3.1 either party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 4;
 - 2.3.2 the Contractor will 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;
 - 2.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 6;
 - 2.3.4 the Contractor shall have the right to reject a Change Request solely in the manner set out in paragraph 7;
 - 2.3.5 no proposed Contract Change shall be implemented by the Contractor until such time as a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 6.2; and
 - 2.3.6 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the parties will follow the procedures set out in schedule 6.2 Testing Procedure, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify a Key Milestone and Key Milestone Date in respect of such Contract Changes for the purposes of such procedures.
- 2.5 Until such time as a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 6.2, then:
- 2.5.1 unless the Authority expressly agrees otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of the Agreement as if the proposed Contract Change did not apply; and
 - 2.5.2 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 Agreement.

3. COSTS

[Guidance: this Agreement does not deal with "Common Changes" - i.e.: those Contract Changes which if implemented would affect one or more third party service providers who provide the Authority with services which are integrated with the Contractor's Services. If there are such integrated services or service providers, then consider specifying that Common Changes must also be approved by a "Common Change Board" which would be comprised of representatives from the integrated service providers]

- 3.1 Subject to paragraph 3.3, [each party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.][the costs of preparing each Change Request and undertaking an Impact Assessment incurred by both parties, shall be borne by the party making the request.]

[Guidance: Select the appropriate alternative or consider preparing more detailed provisions if required. This is discussed further in section B of the guidance to this schedule]

- 3.2 All Contract Changes shall be calculated and charged in accordance with the principles [and day rates] set out in schedule 7.1 (Charges and Invoicing) *[Guidance: the Charges schedule may refer to an agreed rate of return in the Contractor's financial/cost model that will apply to the Charges]*. The Contractor will only be entitled to increase the Charges 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.
- 3.3 Both parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Contractor shall be paid for by the Contractor.

4. CHANGE REQUEST

- 4.1 Either party may issue a Change Request to the other party at any time during the Term. The Change Request shall be substantially in the form of Appendix 1 to this schedule and must state whether the party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 4.2 If the Contractor issued the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within [10] Working Days of the date of issuing the Change Request.
- 4.3 If the Authority issued the Change Request, then the Contractor shall provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within [10] Working Days of the date of receiving the Change Request from the Authority provided that if the Contractor requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Authority and the time period shall be extended by the time taken by the Authority to provide those clarifications. The Authority shall respond to the request for clarifications as soon as is reasonably practicable and the Contractor shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

5. IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall include (without limitation):
 - 5.1.1 details of the proposed Contract Change including the reason for the Contract Change; and
 - 5.1.2 details of the impact of the proposed Contract Change on the Services[, the Additional Services or the Future Services] and the Contractor's ability to meet its other obligations under the Agreement and any variation to the terms of the Agreement that will be required as a result of that impact and including without limitation changes to:
 - 5.1.2.1 the Services Description and the Service Levels;
 - 5.1.2.2 the Milestones, Implementation Plan and any other timetable previously agreed by the parties;

- 5.1.2.3 other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;
 - 5.1.2.4 details of the cost of implementing the proposed Contract Change;
 - 5.1.2.5 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;
 - 5.1.2.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 5.1.2.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
 - 5.1.2.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 5.2 Subject to the provisions of paragraph 5.3, the Authority shall review the Impact Assessment and, within [15] Working Days of receiving the Impact Assessment, it shall respond to the Contractor in accordance with paragraph 6.
- 5.3 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, then within [five] Working Days of receiving the Impact Assessment, it shall notify the Contractor of this fact and detail the further information that it requires. The Contractor shall then re-issue the relevant Impact Assessment to the Authority within [10] Working Days of receiving such notification. At the Authority's discretion, the parties may repeat the process described in this paragraph until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

6. AUTHORITY'S RIGHT OF APPROVAL

- 6.1 Within [15] Working Days of receiving the Impact Assessment from the Contractor or within [10] Working Days of receiving the further information that it may request pursuant to 5.3, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the parties shall follow the procedure set out in paragraph 6.2 below;
 - 6.1.2 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. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Contractor as soon as is reasonably practicable following such rejection;
 - 6.1.3 require the Contractor to modify the Change Request and/or Impact Assessment in which event the Contractor shall make such modifications within [five] Working Days of such request. Subject to paragraph 5.3 above, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within [10] Working Days.

[Guidance: this period may need to be extended to meet the requirements/frequency of any control review board meeting that needs to approve the Change.]

- 6.2 If the Authority approves the proposed Contract Change pursuant to paragraph 6.1 and it has not been rejected by the Contractor in accordance with paragraph 7 below, then it shall inform the Contractor and the Contractor shall prepare two copies of a Change Authorisation Note which it shall sign and deliver 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 variation to the Agreement provided that the Change Authorisation Note is signed by:

6.2.1 the appropriate person(s) specified in paragraph 10.1 of this schedule;
and

6.2.2 the Authority within [10] Working Days of receiving the Contractor's signed copy. If the Authority does not sign the Change Authorisation Note within this time period, then the Contractor shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within [five] Working Days of the date of such notification, then the Contractor may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

7. CONTRACTOR'S RIGHT OF APPROVAL

7.1 Following an Impact Assessment, if the Contractor reasonably believes that any proposed Contract Change which is requested by the Authority:

7.1.1 would materially and adversely affect the risks to the health and safety of any person;

7.1.2 would require the Services to be performed in a way that infringes any Law; or

7.1.3 is technically impossible to implement provided that:

7.1.3.1 the Contractor can demonstrate to the Authority's reasonable satisfaction that the proposed Contract Change is impossible to implement; and

7.1.3.2 neither the Contractor Solution nor the Services Description state that the Contractor does have the technical capacity and flexibility required to implement the proposed Change.

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] Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 4.3.

8. FAST-TRACK CHANGES

8.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If both parties agree in relation to a proposed Contract Change that:

8.2.1 the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Agreement; and

8.2.2 the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed [four in any 12 month] period (or such higher number as the Authority may from time to time agree in writing); and *[Guidance: insert de minimis amount]*

8.2.3 the value of the proposed Contract Change does not exceed £[] *[Guidance: insert de minimis amount]* and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 3, 4, 5, 6 and 7 above but with reduced timescales, such that any period of [15] Working Days is reduced to [five] Working Days, any period of [10] Working Days is reduced to [two] Working Days and any period of [five] Working Days is reduced to [one] Working Day.

8.3 The parameters set out in paragraph 8.2 may be revised from time to time by agreement between the parties in writing.

9. OPERATIONAL CHANGE PROCEDURE

9.1 Any changes identified by the Contractor to improve operational efficiency of the Services may be implemented by the Contractor without following the Change Control Procedure for proposed Contract Changes provided they do not:

9.1.1 have an impact on the Authority;

9.1.2 require a change to the Agreement;

9.1.3 have a direct impact on use of the Services; or

- 9.1.4 involve the Authority in paying any additional Charges or other costs.
- 9.2 The Authority may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Contractor Representative.
- 9.3 The RFOC shall include the following details:
 - 9.3.1 the proposed Operational Change; and
 - 9.3.2 time-scale for completion of the Operational Change.
- 9.4 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Contractor shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

10. CHANGE AUTHORISATION

- 10.1 Any proposed Contract Change processed in accordance with this schedule will not be authorised and the Contractor shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by the *[Guidance: insert the job titles of those people in the Authority who can authorise a Contract Change - it may be practical to set parameters for different levels of seniority to sign different classifications of changes (for instance parameters based on value)]* in accordance with the Authority's Contract Change authorisation and sign off procedure(s), as notified to the Contractor [in writing] from time to time.

11. COMMUNICATIONS

- 11.1 For any Change Communication to be valid under this schedule, it must be sent to either the Authority's Change Manager or the Contractor's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first-class post or facsimile. Change Communications shall be deemed to have been received at the following times:
 - 11.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

- 11.1.2 if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or
 - 11.1.3 if sent by facsimile, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.
- 11.2 In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile was properly addressed and despatched, as the case may be.

Appendix 1

Change Request Form

[Guidance: Please amend these forms as appropriate.]

CR NO.:	TITLE:	TYPE OF CHANGE:
PROJECT:	REQUIRED BY DATE:	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

Appendix 2

Impact Assessment Form

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	REQUIRED BY DATE:	
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
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 OR COST-PLUS BASIS):		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVELS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

Appendix 3

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
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 OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE CONTRACTOR:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

[Guidance: This Change Authorisation Note should be signed by both parties in duplicate.]