

CUMBRIA COUNTY COUNCIL

Lot 2.2

SCHEDULE 6.2

CHANGE CONTROL PROCEDURE

Redacted contract

SCHEDULE 6.2 – CHANGE CONTROL PROCEDURE

1. BACKGROUND

- 1.1 This schedule 6.2 sets out the procedure for dealing with Agreement Changes.
- 1.2 Any change to the Project Plan which does not necessitate a change to the Implementation Plan may be agreed by the parties in writing without recourse to the Change Control Procedure provided that each party shall be responsible for its own costs and expenses incurred in connection with the agreement.
- 1.3 For the avoidance of doubt changes to planned delivery of post codes will not require a Change Control but will be agreed in accordance with schedule 6.1 (Governance).

2. CHANGE REQUESTS

- 2.1 Subject to the remainder of this paragraph 2, either party may issue a Change Request to the other party at any time during the Term by completing Part 1 of the Change Form set out in the Appendix. Save where such a requirement would reasonably involve undue delay in progressing the Agreement Change concerned, proposed Agreement Changes should be subject to reasonable consideration through the governance arrangements provided under schedule 6.1 (Governance) prior to issue of a Change Request.
- 2.2 If the Contractor issues a Change Request, it shall also provide a Change Impact Assessment (by completing Part 2 of the Change Form set out in the Appendix) to the Authority as soon as reasonably practicable but in any event within five (5) Working Days of the date of issuing the Change Request. The Contractor shall provide such further information and revised versions of each Change Request and/or Change Impact Assessment and within such timescales as the Authority may reasonably require (having regard to the complexity of the requested information and any proposals as to timescales notified by the Contractor).
- 2.3 Subject to paragraph 2.4, if the Authority issues a Change Request the Contractor shall provide a Change Impact Assessment to the Authority as soon as reasonably practicable but in any event by the date specified by the Authority (as determined by the Authority acting reasonably having regard to the complexity of the Change Impact Assessment) in the Change Request (or if no date is specified within ten (10) Working Days of receipt of the Change Request).
- 2.4 If the Contractor considers (acting reasonably) that a Change Impact Assessment in respect of an Authority issued Change Request would require more than three (3) FTE Working Days of Contractor Personnel time to prepare, the Contractor shall instead (within five (5) Working Days of receipt of the Change Request) identify to the Authority in writing the cost and timescale for preparing and providing the corresponding Change Impact Assessment. If the Authority wishes to proceed with that Change Request:
 - 2.4.1 it shall inform the Contractor in writing of this; and
 - 2.4.2 the Contractor shall provide the Change Impact Assessment in the timescale and at the cost indicated which shall be paid by the Authority.
- 2.5 If the Contractor requires any reasonable clarification in relation to a Change Request before it can deliver a Change Impact Assessment, it shall as soon as reasonably

practicable notify the Authority and the Authority shall respond to the request for clarification as soon as is reasonably practicable (a corresponding extension of applicable timescales under this Schedule shall apply in those circumstances).

3. **CHANGE IMPACT ASSESSMENT**

3.1 Each Change Impact Assessment shall include:

3.1.1 proposed drafting changes to this Agreement, provided that any proposed change:

- (a) to any Milestone Payment shall be supported by equivalent financial information as that provided in respect of the existing Milestones;
- (b) shall take into account any proposed drafting changes set out in the Change Request where submitted by the Authority;

3.1.2 an assessment of the impact of the proposed Agreement Change on:

- (a) the delivery and receipt of the Services;
- (b) the Contractor Solution;
- (c) the Contractor's ability to meet its other obligations under this Agreement;
- (d) any other matter requested by the Authority at the time of the assessment, or considered by the Contractor to be relevant; and

3.1.3 details of how the proposed Agreement Change will ensure compliance with any applicable Change in Law.

3.2 If the proposed Agreement Change has no impact of the kind described in paragraph 3.1.2 the Contractor shall provide a statement of this fact in the Change Impact Assessment.

3.3 The Authority shall review each Change Impact Assessment and as soon as reasonably practicable shall respond to the Contractor in accordance with paragraph 4.

4. **AUTHORITY'S RIGHT OF APPROVAL**

4.1 The Authority shall review each Change Request and/or Change Impact Assessment and as soon as reasonably practicable shall do one of the following:

4.1.1 approve the proposed Agreement Change, in which case the parties shall follow the procedure set out in paragraph 4.2;

4.1.2 reject the Agreement Change (providing reasons for the rejection), in which case it shall notify the Contractor of the rejection. The Authority shall not reject any proposed Agreement Change to the extent the Agreement Change is necessary for the Contractor or the Services to comply with any Change in Law.

4.1.3 require the Contractor to modify the Change Request and/or Change Impact Assessment in which case the Contractor shall, as soon as practicable,

submit a modified proposal for consideration by the Authority which takes the Authority's comments into account. The Authority shall have the approval rights set out in this paragraph 4.1 in respect of each modified Change Request and Change Impact Assessment and any subsequent version required by the Authority.

4.2 If the Authority approves an Agreement Change pursuant to paragraph 4.1.1 and it has not been rejected by the Contractor in accordance with paragraph 5, it shall notify the Contractor and the parties shall execute a Change Authorisation (by completing Part 3 of the Change Form set out in the Appendix) within three (3) Working Days. Upon the execution by both parties, a Change Authorisation shall constitute a binding variation to this Agreement.

4.3 Until such time as a Change Authorisation has been signed by both parties in accordance with paragraph 4.2, unless the parties (acting reasonably) agree otherwise in writing the Contractor shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Agreement Change did not apply.

5. CONTRACTOR'S RIGHT OF REJECTION

5.1 The Contractor shall be entitled to reject a proposed Agreement Change only if, following a Change Impact Assessment, the Contractor reasonably believes that the proposed Agreement Change would:

5.1.1 require the Services to be performed in a way that infringes any Law; and/or

5.1.2 subject to paragraph 5.2, materially and adversely impact:

(a) the Contractor's ability to fully deliver the Services; and/or

(b) the commercial risk profile underpinning the Services,

provided the Contractor can demonstrate to the reasonable satisfaction of the Authority that such impact cannot be addressed by the Parties as part of the relevant Agreement Change,

in which case the Contractor shall provide written notice to the Authority which sets out the Contractor's rationale and supporting information for its proposed rejection.

5.2 Paragraph 5.1.2 shall not permit the Contractor to reject any proposed Agreement Change to the extent the Agreement Change is necessary for the Authority to comply with any Change in Law (recognising that in respect of Specific Changes in Law, reasonable commercial terms shall be agreed by the Parties in order to account for such changes).

6. **FAST-TRACK CHANGES**

The parties acknowledge that in order to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out in this schedule 6.2. If the parties agree in writing that such circumstances apply in relation to a proposed Agreement Change then the parties shall agree an accelerated timetable for the steps described in this schedule 6.2 in order to effect the Agreement Change.

7. **COSTS**

7.1 Subject to:

7.1.1 those costs for preparation of a Change Impact Assessment payable by the Authority pursuant to paragraph 2.4 above; and

7.1.2 paragraph 7.2,

each party shall be responsible for its own costs and expenses incurred in compliance with this schedule 6.2 including the preparation and assessment of all Change Forms.

7.2 Without prejudice to any right a party may have to recover costs incurred in respect of an Indemnified Claim, a party's reasonable costs incurred in respect of any use of this Change Control Procedure as a result of any Default the other Party shall be paid for by the party in default.



APPENDIX – CHANGE FORM

To request a Change to your project please complete this form. It is advisable to contact your PDT prior to completion and formal submission to the PDT.

There is no automatic right for a Change to be approved. A Change to a project must be approved by the PDT. Note that a Change requested latter stages of the project delivery period are less likely to be approved.

PART 1: CHANGE REQUEST

CHANGE REQUEST	
CONTRACT NO:	<i>[Please state]</i>
CHANGE NO:	<i>[Please state]</i>
BOARD AT WHICH IT IS TO BE AGREED/REVIEWED:	<i>[Please state]</i>
DESCRIPTION OF THE PROPOSED CHANGE: <i>[Please state]</i>	
FAST-TRACK PROPOSED IN RELATION TO CHANGE?	<i>[Yes/No]</i>
PROPOSED DATE FOR CHANGE:	<i>[Please state]</i>
SUBMITTED TO:	<i>[Please state]</i>
REQUESTING PARTY:	<i>[Please state]</i>

SIGNED:	<i>[Please state]</i>
NAME:	<i>[Please state]</i>
DATE:	

Redacted contract

PART 2: CHANGE IMPACT ASSESSMENT

CHANGE IMPACT ASSESSMENT	
CONTRACT NO:	<i>[Please state]</i>
CHANGE NO:	<i>[Please state]</i>
SUPPLIER'S CHANGE IMPACT ASSESSMENT: <i>[Please refer to paragraphs 2 and 3 of Schedule 6.2 (Change Control Procedure)]</i>	
SUBMITTED TO:	<i>[Please state]</i>
SUPPLIER:	<i>[Please state]</i>
SIGNED:	
NAME:	<i>[Please state]</i>
DATE:	<i>[Please state]</i>

PART 3: CHANGE AUTHORISATION

CHANGE AUTHORISATION	
CONTRACT NO:	<i>[Please state]</i>
CHANGE NO:	<i>[Please state]</i>
ON BEHALF OF THE SUPPLIER	
SIGNED:	
NAME:	<i>[Please state]</i>
DATE:	<i>[Please state]</i>
ON BEHALF OF THE AUTHORITY	
SIGNED:	
NAME:	<i>[Please state]</i>
DATE:	<i>[Please state]</i>