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Department for Work and Pensions

SCHEDULE 24 CHANGE CONTROL

1. Change Control Principles

- 1.1 Where the AUTHORITY or the CONTRACTOR identifies a need to vary this Agreement or the scope, content or manner of provision of the Services, the AUTHORITY may at any time request, and the CONTRACTOR may at any time recommend, such Change only in accordance with the Change Control Procedure as set out herein.
- 1.2 The Change Control Procedure shall cover:
- (A) Operational Changes, which may require a variation to the way in which the Services are provided, but do not require a variation to this Agreement. This applies to any procedural Changes that follow the full Change Management sub-processes outlined in paragraphs 5 and 6 of this Schedule including submission, recording and authorisation of a Change Request and production of a Change Request Impact Assessment. These Changes are scheduled to be delivered to a date as agreed with the AUTHORITY. These Changes shall be given effect through the Operational Change Control Procedure as set out in paragraph 2 of this Schedule 24 (Change Control); and
 - (B) Contract Changes, which require a variation to this Agreement, shall be given effect by the Contract Change Control Procedure as set out in paragraph 3 of this Schedule 24 (Change Control).
- 1.3 The Change Control Procedure does not cover requests by the AUTHORITY or the AUTHORITY's Customers that will be delivered through the normal delivery of Services provided by the CONTRACTOR under this Agreement that do not involve changes to the Services or the delivery of those Services.
- 1.4 Neither the AUTHORITY nor the CONTRACTOR shall unreasonably withhold its agreement to any Change.
- 1.5 Except as provided in paragraph 2 of this Schedule 24 (Change Control), until such time as a Change is formally agreed in accordance with the Change Control Procedure the CONTRACTOR shall continue to supply the Services pursuant to this Agreement as if the request or recommendation had not been made unless otherwise agreed in writing.
- 1.6 Any discussions which may take place between the AUTHORITY and the CONTRACTOR in connection with a request or recommendation for a Change before the authorisation of a resultant Change hereto shall be without prejudice to the rights of either Party.
- 1.7 Any work undertaken by the CONTRACTOR, its Subcontractors or agents which has not been authorised in accordance with the Change Control Procedure as set out in this Schedule 24 (Change Control) shall be undertaken entirely at the expense and liability of the CONTRACTOR unless otherwise agreed in advance in writing by the AUTHORITY.

2. Operational Change Control Procedure

- 2.1 Where a Change does not involve an amendment to this Agreement the Change will be agreed when the representatives of the Parties as specified in Table 2 below have each given their consent to the Change by the signing of the Change Request Form and the completed Change Request Impact Assessment, or the electronic equivalents thereof.
- 2.2 Timescales for the processing of a Change and its associated Change Request Impact Assessment will vary according to the category of the Change, in accordance with Table 1 below. Where charges are involved, these shall be provided in accordance with Open Book procedures as set out in Schedule 15 (Charges).
- 2.3 Prior approval of the AUTHORITY to a Change under the Operational Change Procedure shall not be required where urgent action is required by the CONTRACTOR to correct a problem or failure which may pose immediate risk to the Services or the business of the AUTHORITY or the CONTRACTOR's ability to meet its obligations under Schedule 2 (Services) or Schedule 4 (KPIs, Service Levels and Service Credits). The CONTRACTOR must retrospectively perform full Operational Change Control for any such changes. This should commence the next Working Day after the change is performed.

3. Contract Change Control Procedure

- 3.1 Where a Change involves a proposed Change to this Agreement which is agreed between the Parties in accordance with paragraph 6 of this Schedule 24 (Change Control), a copy of the proposed Change accompanied by a completed pro forma (the form of which shall be as reproduced in Annex A to this Schedule 24 (Change Control)), shall constitute a proposed Contract Change Note. Each CCN shall be uniquely identified by a number which shall be provided by the AUTHORITY.
- 3.2 Two copies of each CCN shall be submitted by the requesting Party to the other Party. This shall take place not less than twenty (20) Working Days (or such other period as may be agreed between the Parties) prior to the requested date for the start of implementation of the relevant Contract Change.
- 3.3 Subject to the agreement reached in accordance with paragraph 3.1 above remaining valid, the receiving party shall sign both copies of the CCN within five (5) Working Days of receipt (or such other period as may be agreed between the Parties) and return both copies to the originating Party. Following signature by the originating Party (which must take place within five (5) Working Days of receipt of both copies signed by the receiving party) one copy of the fully executed CCN shall be returned to the receiving Party. Execution of the CCN shall be in accordance with the levels of authority set out in Table 2 below.
- 3.4 A CCN signed by both Parties shall constitute an amendment to this Agreement.

4. Requesting a Change

- 4.1 At any time during the Term of this Agreement approved representatives of the AUTHORITY, the AUTHORITY's Customers or the CONTRACTOR may request a Change by formally logging a Change Request via the CONTRACTOR Service Desk. Any such Change Request be submitted in the form substantially as set out in Annex B to this Schedule 24 (Change Control) and shall provide full details of the requested Change.
- 4.2 All Change Requests shall be registered with the CONTRACTOR's Service Desk.

5. Change Request Impact Assessments

- 5.1 The CONTRACTOR shall upon receipt of a Change Request investigate the likely impact of the requested Change on this Agreement (if any) and the scope, content or manner of provision of the Services.
- 5.2 The timescales set out in Table 1 below define the period within which the CONTRACTOR shall complete the Change Request Impact Assessment, taking account of the business priority of the Change Request and the type of service to which it relates.
- 5.3 Within the period defined in the Table 1 below, or other period that may be agreed by the AUTHORITY, but subject to paragraphs 5.1 and 5.2 above, the CONTRACTOR shall either:
 - (A) respond with a completed Change Request Impact Assessment; or
 - (B) where the CONTRACTOR does not reasonably believe that it shall be able to provide the Change Request Impact Assessment within the timescales for the relevant category of Change as shown in Table 1 below, it shall provide:
 - (1) the anticipated timescales, to be agreed with the AUTHORITY, indicating when the Change Request Impact Assessment shall be provided to the AUTHORITY; and
 - (2) if appropriate, an explanation as to why the CONTRACTOR believes the Change should be considered as a paid scoping study as defined in paragraph 8 below.

Category of proposed Change	Target time for delivery of Change Request Impact Assessment
Contract Changes	
Minor Change, where the change would affect any one (1) of the following Schedules - 6 (Continuous	Five (5) Working Days

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Improvement Programme), 8 (Asset Management), 12 (Exit Management and Service Transfer Arrangements), 18 (Approved Sub-Contractors), 21 (Key Personnel), 23 (Third Party Contracts), 24 (Change Control) and 25 (Confidentiality).	
Large Change, where the change would affect any one (1) of the following schedules - 1 (Definitions), 2 (Services), 3 (Transition), 4 (KPI's, Service Levels & Service Credits), 5 (Disaster Recovery), 7 (Transformation), 9 (Benchmarking), 10 (Acceptance), 11 (Security), 13 (Governance & Reporting), 14 (Parent Company Guarantee), 15 (Charges), 16 (Invoicing & Payment Procedures), 19 (Authority Responsibilities), 20 (CONTRACTOR's Commercially Sensitive Information) and 22 (Development Services).	Ten (10) Working Days
Major Change, affecting the terms and conditions of this Agreement or where multiple schedules would require amendment.	Twenty (20) Working Days
Service Builds	
Change, expected to take no more than one (1) days' effort	One (1) Working Days
Change, expected to exceed one (1) days' effort	Two (2) Working Days
Projects	
Change, expected to take no more than two (2) days' effort	One (1) Working Days
Change, expected to exceed two (2) days' effort	Five(5) Working Days
Other Operational Changes	
Change, expected to take no more than three (3) days' effort	Two (2) Working Days
Change, expected to take between three (3) days' and fifteen (15) days effort	Five (5) Working Days

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Change, expected to exceed fifteen (15) days' effort	To be reasonably agreed between the AUTHORITY and the CONTRACTOR
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Table 1 – Categorisation of Changes

- 5.4 Each Change Request Impact Assessment shall clearly identify the type of Change under consideration using the definitions set out at paragraph 1.2 above.
- 5.5 Any Changes which have a financial impact on Charges addressed in the Change Request Impact Assessment must be commensurate with Open Book as set out in Annex 5, Schedule 15 (Charges).
- 6. Change Approval**
- 6.1 The CONTRACTOR will establish a Change Approval Board (“CAB”) during Transition to consider all Changes to be carried out under the normal Services to be provided by the CONTRACTOR under this Agreement.
- 6.2 For all Changes covered under this Schedule 24 (Change Control) and defined under paragraph 1.2, the Operations Board should review the Change and recommend authorisation on behalf of both Parties.
- 6.3 Change approval and sign off will include authorisation on any costs associated with the implementation of the Change by the CONTRACTOR to be paid by the AUTHORITY on completion of the Change or in accordance with the payment schedule included within the CCN.
- 7. Levels of Authority**
- 7.1 Changes shall only be valid and enforceable if they are duly authorised by the representatives of the AUTHORITY and the CONTRACTOR as set out in Table 2 below or by their nominated deputies as notified in writing to the other Party in advance.

Type of Proposed Change	AUTHORITY representative	CONTRACTOR representative
Contract Changes	Head of Commercial and Finance. AUTHORITY to review whether legal sign-off required.	The appropriate delegated representative of the CONTRACTOR

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Operational Changes	Head of Service Delivery or nominated representative. AUTHORITY to review whether commercial sign-off is required.	The appropriate delegated representative of the CONTRACTOR
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Table 2 – Levels of Authority

8. Proposals for a scoping study

8.1 Where a scoping study is reasonably agreed by the Parties as being required to assess the impact of a request for a Change, the CONTRACTOR will produce a proposal for the delivery of the scoping study, including any costs to be met by the AUTHORITY in respect of the scoping study.

8.2 In cases where a scoping study is agreed as appropriate for the Change, then the date for delivery of the scoping study will be reasonably agreed by the AUTHORITY and the CONTRACTOR.

8.3 A proposal for any such scoping study shall include:

- (A) the Contract Change proposal number;
- (B) the Contract Change proposal title;
- (C) author and date of the proposal for the scoping study;
- (D) the CONTRACTOR Personnel proposed to undertake the scoping study, and their roles;
- (E) the breakdown of any Charges associated with the scoping study which shall be provided on an Open Book basis as set out in Schedule 15 (Charges) and shall include, for example, time and materials by function and component parts by product classification;
- (F) any AUTHORITY assistance as may be reasonably required by the CONTRACTOR;
- (G) a study plan showing milestones and target dates; and
- (H) product descriptions, including quality criteria, of any products that will be delivered from the scoping study.

8.4 The AUTHORITY shall own the intellectual property rights in the scoping study.

9. Change Control in relation to reduction of scope of the Services

9.1 In the event that either Party submits a Change Request in accordance with this Schedule 24 (Change Control) which would, if implemented, result in a reduction in the scope of the Services, then the CONTRACTOR shall, in addition to the information within the Change Request Impact Assessment, provide:

(A) an assessment of the effects upon the CONTRACTOR to meet the Service Levels (including any scope for improvements) and compliance with this Agreement generally;

(B) the difference between:

(1) the amounts the CONTRACTOR would have charged if the scope of Services within Schedule 2 (Services) were at a level as if the reduction in the scope of the Services was implemented;

(2) the costs to the CONTRACTOR if the scope of the Services within Schedule 2 (Services) were at a level as if the reduction in the scope of the Services was implemented;

(3) the wasted and committed costs of the CONTRACTOR for resources or portions of resources which would not have been used or allocated if the scope of Services within Schedule 2 (Services) were at the level if such reduction in the scope of the Services was implemented; and

(4) any and all other information which in the reasonable opinion of the CONTRACTOR would be beneficial for the AUTHORITY to understand any and all issues which the CONTRACTOR may have with the proposed reduction in the scope of the Services.

9.2 The AUTHORITY shall give due and prompt consideration to all information provided by the CONTRACTOR, including proposals in relation to higher Charges being payable in the event that the reduction in the scope of the Services is implemented.

9.3 For the avoidance of doubt, a reduction in the scope of the Services can only be effected with the prior written agreement of the CONTRACTOR and AUTHORITY in accordance with the procedure set out in this paragraph 9 and under the terms and conditions agreed for termination and/or partial termination as set out in Schedule 15 (Charges).

ANNEX A
CONTRACT CHANGE CONTROL PRO-FORMA

Contract Change Note	
Sequential Number	
Title	
Number of pages attached	

WHEREAS the AUTHORITY entered into the Managed Services Agreement with reference [insert reference number of Agreement] (the "Agreement"), the AUTHORITY and the CONTRACTOR now wish to amend the Agreement as follows:

IT IS AGREED that:

With effect from [insert date], the Agreement shall be amended in accordance 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 CONTRACTOR
By
Name
Title
Date

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

**ANNEX B
CHANGE REQUEST PRO FORMA**

Change Request Form	
Title of Change:	
Type of proposed Change:	
<input type="checkbox"/> Operational	<input type="checkbox"/> Contract
If Contract Change, complete Annex B (Contract Change Note Proforma)	
Workstream/Area:	Are supporting documents attached <input type="checkbox"/>
Priority of request:	
<input type="checkbox"/> <i>Normal</i>	<input type="checkbox"/> <i>Timed (enter deadline):</i>
Description of Change:	
Reason for Change:	
Charges (if any):	
Date of expiry of Change (if any):	
Other issues:	

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Originator:	
Name:	Tel:
Date:	
Authorised to proceed:	
Extra Notes:	
Change agreed by CONTRACTOR:	Change agreed By AUTHORITY:
<p>This form must include where appropriate the following information:</p> <p>the title of the Change;</p> <p>the originator and date of the request or recommendation for the Change;</p> <p>the reason for the Change;</p> <p>full details of the Change including any available specifications or design documentation;</p> <p>the charges, if any, applicable to the Change;</p> <p>a timetable for development, testing, staging and implementation;</p> <p>proposals for any acceptance procedures and criteria designed to satisfy the AUTHORITY's requirements for the trial of the specific Change(s) and/or enhancement(s) in question;</p> <p>details of the likely impact, if any, of the Change on other aspects hereto including but not limited to:</p> <p>the Term of the Agreement;</p> <p>the personnel to be provided;</p>	

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the Changes;

the payment profile;

the documentation to be provided (including product descriptions, design documentation, test scripts);

resource requirements for the AUTHORITY;

resource requirements for the CONTRACTOR;

Service Levels;

working arrangements;

security;

impacts on other third parties (e.g. third party suppliers);

any other contractual issues; and

the date of expiry of validity of the written response or written recommendation.

Change Request Impact Assessment agreed

by CONTRACTOR:

Change Request Impact Assessment agreed

by AUTHORITY: