



**Clackmannanshire  
Council**

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**Version 2 - August 2014**

**Clackmannanshire Council  
ICT Services Agreement**

**Schedule Part 2**

**CHANGE CONTROL PROCEDURE**

## 1. DEFINITIONS

<b>"Council's Change Manager"</b>	the person appointed to that position by the Council from time to time and notified in writing to the Contractor or, if no person is notified, the Council Representative;
<b>"Change Authorisation Note"</b>	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 part 2 (Change Control Procedure);
<b>"Change Request"</b>	a written request for a Contract Change which shall be substantially in the form of Appendix 1 to schedule part 2 (Change Control Procedure);
<b>"Contract Change"</b>	any change to this Agreement other than an Operational Change;
<b>"Change Communication"</b>	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to schedule part 2 (Change Control Procedure);
<b>"Contractor's Change Manager"</b>	the person appointed to that position by the Contractor from time to time and notified in writing to the Council or, if no person is notified, the Contractor's Representative;
<b>"Fast-track Change"</b>	any Contract Change which the parties agree to expedite in accordance with paragraph 8.2 of schedule part 2 (Change Control Procedure);
<b>"Impact Assessment"</b>	an assessment of a Change Request substantially in the form of Appendix 2 of schedule part 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 Council; 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 Council'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.
- 2.2 Operational Changes shall be processed in accordance with paragraph 9 below. If either party is in doubt (both acting reasonably) 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 Council 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 Council 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 Until such time as a Change Authorisation Note has been signed and issued by the Council in accordance with paragraph 6.2, then:
- 2.4.1 unless the Council 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

2.4.2 any discussions, negotiations or other communications which may take place between the Council 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**

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.

3.2 All Contract Changes shall be calculated and charged in accordance with the Pricing Schedule. 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 Council 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 Council issued the Change Request, then the Contractor shall provide an Impact Assessment to the Council as soon as is reasonably practicable but in any event within 10 Working Days of the date of receiving the Change Request from the Council 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 Council and the time period shall be extended by the time taken by the Council to provide those clarifications. The Council shall respond to the request for clarifications as soon as is reasonably practicable and the Contractor shall provide the Council 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 be completed in good faith and 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 or the Additional 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 format of Council Data, as set out in the Information Assets Register;

5.1.2.3 Implementation Plan and any other timetable previously agreed by the parties;

5.1.2.4 other services provided by third party contractors to the Council, including any changes required by the proposed Contract Change to the Council's IT infrastructure;

- 5.1.2.5 details of the cost of implementing the proposed Contract Change;
  - 5.1.2.6 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;
  - 5.1.2.7 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
  - 5.1.2.8 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
  - 5.1.2.9 such other information as the Council may reasonably request in (or in response to) the Change Request.
- 5.2 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 Clauses 31.2.12.2 to 31.2.12.4.
- 5.3 Subject to the provisions of paragraph 5.4, the Council 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.
- 5.4 If the Council is the Receiving Party and the Council 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 Council within 10 Working Days of receiving such notification. At the Council's discretion, the parties may repeat the process described in this paragraph until the Council is satisfied that it has sufficient

information to properly evaluate the Change Request and Impact Assessment.

## **6. COUNCIL'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 5.4, the Council 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 Council 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 Council 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 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Contractor to modify the document accordingly, in which event the Contractor shall make such modifications within five Working Days of such request. Subject to paragraph 5.4 above, on receiving the modified Change Request and/or Impact Assessment, the Council shall approve or reject the proposed Contract Change within 10 Working Days.

6.2 If the Council 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 Council for its signature. Following receipt by the Council of the Change Authorisation Note, it shall sign both copies and return one copy to the Contractor. On the Council'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 Council within 10 Working Days of receiving the Contractor's signed copy. If the Council does not sign the Change Authorisation Note within this time period, then the Contractor shall have the right to notify the Council and if the Council 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 Council:

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 is inconsistent with Good Industry Practice;

7.1.3 would cause any consent to be revoked (or a new consent required to implement the relevant Change in service to be unobtainable);

7.1.4 would materially and adversely affect the Contractor's ability to deliver the Services;

7.1.5 would materially and adversely affect the health and safety of any person;

7.1.6 would require the Contractor to implement the Change in Service in an unreasonable period of time;

7.1.7 would (if implemented) materially and adversely change the nature of the Services (including the risk profile); and/or

7.1.8 would (to implement) require the Council to possess legal powers or capacity that it does not have.

then the Contractor shall be entitled to reject the proposed Contract Change and shall notify the Council 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 Council may from time to time agree in writing); and
  - 8.2.3 the value of the proposed Contract Change does not exceed £20,000 or 20% of the Charges and the proposed Contract Change is not significant (as determined by the Council 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 Council;
  - 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 Council in paying any additional Charges or other costs.

- 9.2 The Council 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 Council 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 Council 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 \_\_\_\_\_ in accordance with the Council'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 Council'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

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 COUNCIL:		SIGNED ON BEHALF OF THE CONTRACTOR:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____