

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

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Change Control Procedure  
Schedule 5

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1. **Definitions**

In this Schedule, unless the context otherwise requires, the following words shall have the following meanings:

"Change Authorisation Note" means a change authorisation note broadly in the format appended to this Schedule at Appendix 3;

"Change Communication" any Change Request, Impact Assessment, Change Authorisation Note or notice of acceptance or rejection of the same sent, or required to be sent, pursuant to this Schedule;

"Change Expiry Date" means the date set out in the Impact Assessment by the Partner when the Impact Assessment shall expire;

"Change Materials" in respect of any Change, the Change Request and/or Impact Assessment and all work in progress to which it relates and any ancillary or related documentation, information (including confidential information) and Know How prepared or generated by the Partner in developing a Change Request and/or Impact Assessment and/or in preparation for the implementation of the Change in the Partnership other than confidential information of the Partner, Know How belonging to the Partner and Partner Rights;

"Change Request" a written request for an Unscoped Change which shall be substantially in the form of Appendix 1 to this Schedule;

"Emergency Change" any Unscoped Change which;  
  
(a) in the case of the Council, is required as a result of a Council's Partnership Director or Partnership Board decision; or  
  
(b) the parties agree needs to be dealt with urgently;

"Fast-track Change" any Unscoped Change which the parties agree

to expedite in accordance with paragraph 10.2 of this Schedule;

"Operational Change"

means any change in the Partner's operational procedures which when implemented:

- (a) does not require a change to this Agreement;
- (b) will not affect the Contract Price; and
- (c) will not adjust the parties respective risk profile under this Agreement;

"Review"

has the meaning set out in paragraph 13 of this Schedule;

"Scoped Change"

has the meaning set out in **clause 1** (Definitions) of the Agreement;

"Unscoped Change"

has the meaning set out in **clause 1** (Definitions) of the Agreement;

The provisions of **clause 1** (Definitions) of the Agreement shall apply to all terms in this Schedule which are expressed in upper case and not defined in this **paragraph 1**.

## 2. **Overview**

2.1 This Schedule supports **clause 28** (Variation & Change Control) of the Agreement and seeks to further describe the processes for Scoped Changes and Unscoped Changes.

2.2 For the avoidance of doubt, the parties may agree in writing to vary any of the timescales set out in this Schedule, depending upon the circumstances of the Change, such agreement not to be unreasonably withheld or delayed.

## 3. **Scoped Change**

3.1 Clause 28.1 (Scoped Changes) of the Agreement sets out the circumstances and categories of variation which constitute a Scoped Change in the Services and/or of any part of this Agreement.

- 3.2 In accordance with clause 28.1 (Scoped Changes) of the Agreement but subject to clause 28.1.2 the Partner will implement all Scoped Changes without any increase of the Contract Price or any other charges.
- 3.3 The Council or the Partner may propose Scoped Changes. Neither party shall propose a Scoped Change that is not made in good faith or for good reason. In relation to any Scoped Change a Change Request shall be completed in accordance with paragraph 4 by the Partner.
- 3.4 In relation to any Scoped Change which is likely to impact on the Council (including an impact on service performance, financial performance or achievement of outputs or Outcomes) or is proposed by the Council, the Partner shall complete an Impact Assessment to the extent appropriate. This shall include such of the details as are listed in Paragraph 7.1 as are relevant.
- 3.5 Where an Impact Assessment is completed, the rights of approval at Paragraph 8 shall apply. For the avoidance of doubt, the Council shall not be entitled to withhold its consent to the extent that the Scoped Change is necessary for the Partner or the Services to comply with Law.
- 3.6 The rights of rejection at Paragraph 9 shall apply to Scoped Changes.
- 3.7 Variations required during a Year to deal with changes in volumes of the Services within the Tolerance Parameters shall be dealt with as further set out in clause 28.5 of the Contract (Volume Management).

#### 4. **Reprioritisation and Change**

- 4.1 This paragraph 4 sets out the procedure for dealing with Reprioritisation, Unscoped Changes and in accordance with Paragraph 3, certain Scoped Changes.
- 4.2 Prior to dealing with any Unscoped Change pursuant to this **paragraph 4** the Partner shall use reasonable endeavours to deal with the Change as a Reprioritisation in accordance with clause 28.1.3 (Scoped Changes) of this Agreement and **paragraph 4.3** below.
- 4.3 Where the Council or the Partner considers a Change can be dealt with by way of Reprioritisation, the Council or the Partner shall submit a Change Request for the other party's consideration using the process set out in **paragraphs 4.4** and **6**. Where appropriate, the Partner may also complete an Impact Assessment in accordance with **paragraph 7**. The provisions of **paragraphs 8** and **9** (as appropriate) shall also apply with regards to the approval of a Reprioritisation.
- 4.4 Under the Change Control Procedure as outlined in this Schedule:

- 4.4.1 either party may request a Change which they shall initiate by issuing a Change Request in accordance with **paragraph 6** of this Schedule. Neither party shall make a request that is not made in good faith or for good reasons;
  - 4.4.2 within 20 (twenty) Business Days (or such other timescales as may be agreed in advance in writing by the parties) of receiving a Change Request, the Partner will in the case of an Unscoped Change and may where required under paragraph 3.4 for a Scoped Change, assess and document the potential impact of a Change in an Impact Assessment in accordance with **paragraph 7** of this Schedule before the Change can be either approved or implemented;
  - 4.4.3 the Council shall have the right to request clarifications and refinements to a Change Request, approve it or reject it in the manner set out in **paragraph 8** of this Schedule;
  - 4.4.4 the Partner shall have the right to reject a Change Request in the manner set out in **paragraph 9** of this Schedule; and
  - 4.4.5 if the circumstances or nature of a Change mean that it is an Emergency Change or a Fast-track Change then it shall be processed in accordance with either **paragraph 10** or **paragraph 11** of this Schedule as applicable.
- 4.5 Until such time as a Change has been agreed and authorised by the Council then:
- 4.5.1 unless the Council otherwise agrees in writing, the Partner shall continue to supply the Services in accordance with the existing terms of the Agreement as if the Change did not apply; and
  - 4.5.2 any discussions, negotiations or other communications which may take place between the Council and the Partner in connection with any proposed Change, including the submission of any Change Communications, shall be without prejudice to each party's other rights under this Agreement.
- 4.6 The Partner undertakes that it shall ensure a Change is reasonable in all the circumstances and the Partner shall provide the Council with such assistance as the Council may reasonably require in order to identify any likely adverse practical and operational implications of the Change to the Council outside of those identified in the Impact Assessment.

4.7 No Change shall assume or require any deterioration in the Service Levels, KPIs, or other diminution in service delivery during such implementation or thereafter other than those referred to in the Impact Assessment unless the Council agrees otherwise in writing with the Partner.

5. **Costs**

5.1 Subject to **paragraph 5.4** of this Schedule, each party shall bear its own costs in relation to the preparation and agreement of each Change Request.

5.2 The Partner shall not charge the Council for production of the Impact Assessment unless it can demonstrate to the Council that the work required in producing the Impact Assessment would materially and adversely impact on the Partner's delivery of the Services. The Council shall act reasonably in considering any justification from the Partner in relation to the production of the Impact Assessment and either request that the Partner deals with the Impact Assessment through Reprioritisation or, if the Council requests, provide the Council with its proposed charges for production of the Impact Assessment on a fixed price basis. The parties agree that the cost of carrying out Impact Assessments will be factored into the budget setting exercise in clause 24.3. Where the Council exercises its right to use a Third Party to implement a Change in accordance with **paragraph 8.4**, the Partner shall be able to recover the costs of preparing the Impact Assessment through the Council's next budget setting process or through a Reprioritisation.

5.3 The financial implications of any Unscoped Change must be reasonable and proportionate in all the circumstances and take account of Value for Money and the Council and Partner's approach to Value for Money as described in **clause 6.3** of the Contract (Value for Money). Where these financial implications involve an increase or decrease in the Contract Price, without prejudice to the provisions of this Schedule such increases or decreases must:

5.3.1 be based on Open Book Accounting; and

5.3.2 be based on the pricing assumptions set out in the Pricing Schedule and Financial Model and **clause 41** (Financial Model) of this Agreement or to the extent that they are not appropriate, other reasonable and transparent assumptions.

5.4 Notwithstanding any other provisions of this Schedule, the Council shall not be required to make any payment to the Partner (whether by way of capital payment or increase to the Contract Price or otherwise) in respect of any Change solely to the extent that it is made necessary by any breach by the Partner of any of the provisions of this Agreement.

**6. Change Request**

- 6.1 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 Change to be an Emergency Change or a Fast-track Change. The Change Request shall include whether the Change is likely to have an impact on the Council (such impact to include an impact on service performance, financial performance or achievement of outputs or Outcomes).
- 6.2 If the Partner issued the Change Request, then subject to Paragraph 3.4, it shall also provide an Impact Assessment to the Council as soon as is reasonably practicable but in any event within 20 (twenty) Business Days of the date of issuing the Change Request (or such other timescales as may be agreed in advance in writing by the parties) save in respect of Scoped Changes where paragraph 3 applies.
- 6.3 If the Council issued the Change Request, then the Partner shall (subject to Paragraph 3.4) provide an Impact Assessment to the Council as soon as is reasonably practicable but in any event within 20 (twenty) Business Days of the date of receiving the Change Request from the parties (or such other timescales as may be agreed in advance in writing by the parties) provided that if the Partner requires any clarification 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 automatically 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 Partner shall provide the Council with sufficient information to enable it (acting reasonably) to understand fully the nature of the request for clarification.

**7. Impact Assessment**

- 7.1 Each Impact Assessment shall include (but need not be limited to):
- 7.1.1 details of the proposed Change including the reason for the Change;
  - 7.1.2 details of the impact of the proposed Change on the Services and the Partner's ability to meet its other obligations under this Agreement including compliance with the Service Levels, Outcomes and Best Industry Practice, the impact on any insurances or existing agreements (including licences) and the Partner's proposals to mitigate any adverse impact; and



- 7.1.3 details of any variation to the terms of this Agreement that will be required as a result of that impact and including without limitation changes to:
  - 7.1.3.1 the Service Development Plan, the Service Levels, the objectives, the Outcomes and the Best Industry Practice requirement;
  - 7.1.3.2 any Milestones, the 90 day plan and any other relevant Implementation Plan and any other timetable previously agreed by the parties; and
  - 7.1.3.3 the Council Supplied Services and/or any Managed Contracts;
- 7.1.4 the financial consequences of implementing the Change to which the Impact Assessment refers (including any proposed capital payment and/ or where relevant a variation to the Contract Price), evidence that the proposed change represents Value for Money, and a detailed risk assessment setting out any material risks to the Services of implementing the Change and the proposed actions to be taken in mitigation of such risks;
- 7.1.5 a detailed breakdown and justification (on an Open Book basis) of the matters referred to in the Impact Assessment on the assumptions set out in the Financial Model of the Pricing Schedule (or to the extent that they are not appropriate, other reasonable and transparent assumptions) and the other requirements of **paragraph 5.3** of this Schedule;
- 7.1.6 details of the ongoing costs required by the Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;
- 7.1.7 a timetable for the implementation, together with any proposals for the acceptance of the Change and the Partner's proposed date for Review of the implementation pursuant to paragraph 13 of this Schedule; and
- 7.1.8 details of how the Change will ensure compliance with any applicable Change in Law;

- 7.1.9 any assets which the Partner would propose to acquire in order to implement the Change (including details of any proposed deployment of such assets other than on an exclusive basis for this Agreement);
- 7.1.10 any agreements which the Partner would require access to, the assignment or novation of or the management of in order to implement the Change;
- 7.1.11 details of the terms of any licence of software which the Partner proposes to procure or otherwise arrange on behalf of the Council, provided always that the Partner shall ensure that all such licences comply with the provisions of clause 58 (Intellectual Property Rights) of the Agreement.
- 7.1.12 a training plan (where applicable), outlining learning outcomes which the Partner proposes to provide to the Council to support the Change;
- 7.1.13 a view upon whether any employees of the Council or any Third Party would transfer to the Partner or a Third Party if the Partner were to implement the Change and the proposed date of such transfer and the provisions of Clause 22 (TUPE and Staffing) shall apply;
- 7.1.14 details of any employees of the Partner the employment of which the Partner considers would transfer to the Council or a Third Party if the Partner were to implement the Change and the proposed date of such transfer and the provisions of Clause 22 (TUPE and Staffing) shall apply;
- 7.1.15 any assets of the Council including Service Assets and any contracts or licences which the Council may have with Third Parties which the Partner would wish to have made available to it by the Council in order for the Partner to implement the Change and **clauses 56** (Termination and Expiry Consequences) and **21** (Due Diligence, Transition and Implementation) shall apply to the proposed transfer;
- 7.1.16 any assets of the Partner and any contracts or licences which the Partner may have with Third Parties which the Partner considers would transfer back to the Council as part of the implementation of the Change and such **clauses 56** (Termination and Expiry Consequences and **21** Due Diligence, Transition and Implementation) shall apply to the proposed transfer;
- 7.1.17 the Partner's proposal as to the ownership of Intellectual Property Rights and Know-how likely to be generated by the development and implementation of the Change, if different from the arrangement

envisaged by this Agreement at **clause 58**, including a reasoned justification for the proposed departure from such arrangements;

7.1.18 the Change Expiry Date; and

7.1.19 such other information as the Council may reasonably request in (or in response to) the Change Request.

7.2 If the Council reasonably considers that it requires further information regarding the Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Partner of this fact and detail the further information that it requires. Within 10 (ten) Business Days of receiving such notification, (or such other timescales as may be agreed in advance in writing by the parties) the Partner shall re-issue the relevant Impact Assessment to the Council. At the Council's discretion, the parties may repeat the process described in this paragraph until the Council is satisfied (acting reasonably) that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

## 8. **Council's Rights of Approval**

8.1 The Council shall evaluate the Change Request and the Impact Assessment in good faith prior to the Change Expiry Date and upon getting the appropriate authorisation (in accordance with the Council's constitution and in accordance with the terms of this Agreement) shall do one or more of the following:

8.1.1 approve the Change Request and (where submitted) the Impact Assessment in accordance with their terms, in which case the parties shall follow the procedure set out in **paragraph 8.2** of this Schedule;

8.1.2 save as set out below, in its absolute discretion reject the Change Request and (where submitted) the Impact Assessment, in which case it shall notify the Partner of the rejection. The Council shall not reject any Change to the extent that the Change is necessary for the Partner or the Services to comply with any Changes of Law. If the Council does reject a Change, then it shall explain its reasons in writing to the Partner as soon as is reasonably practicable following such rejection;

8.1.3 require, acting reasonably, the Partner to clarify or make refinements to the Change Request and/or Impact Assessment (where submitted) if it contains any errors or omissions in which event the Partner shall make such modifications within 5 (five) Business Days of such request provided always that it shall not be obliged to change any pricing or financial information contained therein;

- 8.1.4 carry out a benchmarking process to verify the financial, service, service standard or other information contained in the Change Request and/or Impact Assessment (where submitted) as set out in clause 25.2 (Value for Money assessments);
- 8.1.5 if the Council is not satisfied (acting reasonably) with the Change Request and/or Impact Assessment, the Partner shall negotiate in good faith with the Council to reach an agreed position with the Council and will comply with all reasonable requests of the Council for clarifications and refinements to be made to the Change Request and/or Impact Assessment provided always that it will not be obliged to change any pricing or financial information contained therein. Without prejudice to the foregoing, if the Council requires clarification of any aspect of the Change Request and/or Impact Assessment or if the Council requires that the Partner rectifies any failure of the Partner to produce a Change Request and/or Impact Assessment in accordance with this the Partner shall provide such clarification or carry out such rectification within 5 (five) Business Days of issue by the Council of a request in writing by the Council for the same.
- 8.2 Where the Council approves the Change Request and /or Impact Assessment pursuant to **paragraph 8.1** of this Schedule and it has not been rejected by the Partner under **paragraph 9**, the Council shall notify the Partner of the approval and the Partner shall, as soon as reasonably practicable, provide the Council with a copy of the Impact Assessment, as amended if applicable pursuant to **paragraphs 8.1.3** or **8.1.5** and a Change Authorisation Note signed by the Partner. The Council shall then sign and return the Change Authorisation Note to the Partner as soon as reasonably practicable and this shall constitute a binding variation to the Agreement on execution of a Change Authorisation Note.
- 8.3 Without prejudice to the Council's rights pursuant to **paragraph 8.4** the Council anticipates that all Operational Changes shall be undertaken by the Partner without recourse to this Schedule. Where the Council uses a competitive procurement process in relation to any addition to the Services, the Partner shall be entitled to tender for such service subject to **paragraph 8.4.3** and provided that it is lawful to do so and the Partner has the appropriate skills and continues to pre-qualify.
- 8.4 The Council reserves the right at all times to procure or implement an addition to the Services, otherwise than by, or via, the Partner and:-
- 8.4.1 where the Council opts to use a Third Party following the production of a Change Request or Impact Assessment by the Partner, if the Council shall so request, the Partner shall provide the Change Materials and

such information, documentation (but excluding the Partner's detailed methodologies and pricing information) and assistance to the Council, or to such Third Party as the Council may wish to use for the further development and implementation of the such change. Such assistance shall be as is reasonable in the circumstances in order to enable the Council or Third Party to continue and achieve the development and implementation of the change within the timescales in question (including such information, documentation and assistance as is necessary in order to enable the Council to advertise, and/or invite tenders for the work involved and/or award a contract for the work to a Third Party);

8.4.2 nothing shall prevent the Council from requesting an Unscoped Change where it is itself only developing and/or only implementing or only procuring from a Third Party an addition to the Services, if the Council considers:-

8.4.2.1 at its sole discretion, that it should go out to tender in respect of the development and/or implementation of the addition (whether as a result of the Laws and good practice in relation to public procurement or in relation to Best Value or as a result of the Council's financial regulations and standing orders or otherwise); and/or

8.4.2.2 acting reasonably, that the Partner does not have the necessary resources (whether financial or staffing), skills, capacity and experience to develop and/or implement such addition by way of a Change,

provided that the Council first notifies the Partner of its intentions and gives the Partner an opportunity (of no less than 10 (ten) Business Days) to provide its views to the Council.

8.4.3 The Partner shall not be entitled to any preferential treatment by the Council if it chooses to participate in any tender process operated by or on behalf of the Council in relation to such addition and the Partner recognises that, any tendering process operated by the Council shall be subject to compliance with Laws, Best Value and the Partner will have to qualify on its own merits according to the Council's then current tendering procedures and requirements.

8.5 The Council shall be entitled to issue a Change Request to reduce the size or scope of part of a Service Area should it so require other than for the purpose of providing that element of the Services to a Third Party service provider.

8.6 Notwithstanding **clause 8.5** above, the Council shall be entitled to issue a Change Request to reduce the scope of the Service Area for the purpose of providing that element of the Service Area to a Third Party in any of the following circumstances:-

8.6.1 where the matter relates to an activity which is of sensitivity to the Council;

8.6.2 where there would be a potential or actual conflict of interest should the Partner continue to deliver that element of the Service Area; or

8.6.3 where it is necessary to allow the Council to implement a Project,

and such a Change Request shall be treated as being one for an Unscoped Change.

8.7 Where the Council elects to engage a Third Party to deliver a part of the Service Area, the Partner shall be entitled to present to the Council a detailed, comprehensive and reasoned Impact Assessment as soon as reasonably practicable, and in any event, within ten (10) Business Days of notification by the Council of it having used or having the intention to engage a Third Party for such matters. Such Impact Assessment shall identify any future efficiencies as shown in the Financial Model which would be reduced due to the Council's decision to proceed with a Third Party. Any impact (both negative and positive) upon the cost to the Partner of delivering the Services, any impact upon the Outcomes and upon the PPM and the impact upon resourcing and redeployment of Personnel.

8.8 The Partner shall not charge the Council for the production of the Impact Assessment.

8.9 For the avoidance of doubt, the Partner shall be obliged to continue to deliver Value For Money notwithstanding the reduction to the Services.

8.10 For the avoidance of doubt, there shall be no restriction upon the Council's right to retain a Third Party to carry out any part of the Services which is not a Core Service.

## 9. **The Partner's Rights of Rejection**

9.1 If the Impact Assessment demonstrates to the Council (acting reasonably), that:

9.1.1 the Change would materially and adversely affect the risks to the health and safety of any person; or

9.1.2 the Change would require the Services to be performed in a way that infringes any Law or would put the Partner in breach of any Law; or

- 9.1.3 it is technically impossible to implement the proposed Change (provided that the Partner's technical solution does not state to the contrary in that the Partner does have the technical capacity and flexibility to implement the proposed Change);
- 9.1.4 the Change would materially and adversely change the nature of the Services (including the risk profile) (and the Council has not accepted this to be the case in the Impact Assessment) and adversely effects the Partner's reputation; or
- 9.1.5 the Change would materially and adversely affect the Partner's ability to deliver the Services and adversely affects the Partner's reputation, then the Partner may recommend (giving reasons for such recommendation), as part of the Impact Assessment, that the Change is not carried out and the Partner shall be entitled to reject such Change.

10. **Fast Track Changes**

- 10.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.
- 10.2 If both parties agree in relation to a proposed Change that it should be fast tracked and:
  - 10.2.1 the Change does not involve any alteration to, or deviation from the contractual principles set out in this Agreement;
  - 10.2.2 the value of the proposed Change is such that the parties agree a fast track change is appropriate; and
  - 10.2.3 the Partner can provide the Impact Assessment within the revised timescales,

then the parties shall confirm to each other in writing that they shall use the process set out in **paragraphs 5 to 9** above but with reduced timescales, such that any period of 10 (ten) Business Days is reduced to 2 (two) Business Days and any period of 5 (five) Business Days is reduced to 1 (one) Business Day (unless the Council agrees in advance in writing to such alternative timescales)

- 10.3 The parameters set out in this **paragraph 10** may be revised from time to time by agreement between the parties in writing.

11. **Emergency Changes**

11.1 Where the Council requests an Emergency Change, the Partner shall produce an Impact Assessment in relation to the Emergency Change within 2 (two) Business Days of the notification or agreement which shall be considered by the Council. The provisions of **paragraphs 5, 7 and 8** shall apply to any such Emergency Change.

12. **Communication**

12.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Council's Partnership Director or the Partner's Partnership Director (as applicable). All Change Communications may be hand delivered or sent by first-class post or by e-mail. Change Communications shall be deemed to have been duly served at the following times:

12.1.1 if delivered by hand, when left at the proper address for service; and

12.1.2 if given or made by pre-paid first class post, 48 hours after being posted

provided in each case that if the time of such deemed service is either after 4pm on a Business Day or on a day other than a Business Day service shall be deemed to occur instead at 10am on the next following Business Day.

12.1.3 if sent by e-mail within two hours after sending if sent on a Business Day between the hours of 9am and 4pm provided that any notice (other than a routine notice) given by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this paragraph 12.1.3.

13. **Implementation**

13.1 Subject to the approval by the Council of the Change in accordance with paragraph 8.2, the Partner undertakes that it shall implement the Change in accordance with the Impact Assessment.

13.2 The Partner shall, following the implementation of a Change by the Partner, provide the Council with an evaluation of the impact of the implementation and provide feedback on whether the Change has achieved its objectives identified in the Change Request (as modified if applicable in the agreed form of Impact Assessment) (the "Review"). The parties shall agree the timing of such Review as part of the Impact Assessment.



13.3 Where, as a result of a Review, the Council or the Partner identifies improvements or changes which are required in order to achieve the objectives of the original Change then the Partner shall within ten(10) Business Days of receiving the Council's request, produce a rectification plan in respect of the Change in accordance with the following process:

13.3.1 the Partner shall provide a plan to the Council upon how it proposes to meet the objectives of the Change. The Council shall be entitled to require such evidence as it considers reasonably necessary to demonstrate that the Partner is able to meet its obligations in respect of such proposals; and

13.3.2 the Council shall evaluate the rectification plan and within five (5) Business Days after receiving such plan shall do any of the following:

13.3.2.1 approve the terms of the rectification plan in which case the Partner shall implement the rectification plan in order to achieve the objectives of the Change with any associated changes being recorded, for the avoidance of doubt, as Scoped Changes;

13.3.2.2 in its absolute discretion reject the terms of the rectification plan, in which case it shall notify the Partner of the rejection and explain its reasons in writing to the Partner as soon as is reasonably practicable following such rejection; and

13.3.2.3 require the Partner to make reasonable modifications to the rectification plan in which event the Partner shall make such modifications within five (5) Business Days after such request,

if following completion of the above process, the Council is not satisfied (acting reasonably) with the rectification plan, the Partner shall negotiate in good faith with the Council to reach an agreed position with the Council and will comply with all reasonable requests of the Council for refinements or clarifications to be made to the rectification plan. Without prejudice to the foregoing, if the Council requires clarification of any aspect of the rectification plan or if the Council requires that the Partner rectifies any failure of the Partner to produce a rectification plan in accordance with this the Partner shall provide such clarification or carry out such refinement within five (5) Business Days after issue by the Council of a request in writing by the Council for the same.

# APPENDIX 1

## Change Request Form

<b>CR NO.</b>	<b>TITLE</b>	<b>TYPE OF CHANGE:</b>	
<b>PROJECT</b>		<b>REQUIRED BY DATE:</b>	
<b>ACTION</b>	<b>NAME</b>	<b>DATE</b>	
<b>RAISED BY:</b>			
<b>AREA(S) IMPACTED (OPTIONAL FIELD):</b>			
<b>ASSIGNED FOR IMPACT ASSESSMENT BY:</b>			
<b>ASSIGNED FOR IMPACT ASSESSMENT TO:</b>			
<b>SUPPLIER REFERENCE NO.:</b>			
<b>FULL DESCRIPTION OF REQUESTED CHANGE</b>			
<b>DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS</b>			
<b>OBJECTIVES OF REQUESTED CHANGE (INCLUDING MEASURABLE CRITERIA FOR MEETING OBJECTIVES)</b>			
<b>ANY CONSIDERATIONS/DISADVANTAGES</b>			
<b>SIGNATURE OF REQUESTING CHANGE OWNER</b>			
<b>DATE OF REQUEST</b>			

## APPENDIX 2

### Impact Assessment Form

<b>CR NO.</b>	<b>TITLE</b>	<b>REQUIRED BY DATE:</b>
<b>PROJECT</b>	<b>TYPE OF CHANGE</b>	
<b>DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CHANGES</b>		
<b>PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE</b>		
<b>DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (EG FIXED PRICE OR COST-PLUS BASIS)</b>		
<b>DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS AND SERVICE LEVELS AFFECTED</b>		
<b>DETAILS OF ANY OPERATIONAL SERVICE IMPACT AND ANY INTERFACES AFFECTED</b>		
<b>DETAILED RISK ASSESSMENT, RECOMMENDATIONS AND ESTIMATED TIMESCALE</b>		
<b>SIGNED BY [            ]</b>		
<b>IMPACT ASSESSMENT COMPLETED BY:</b>		
<b>ADDITIONAL DETAILS SURROUNDING DECISION (OPTIONAL FIELD)</b>		
<b>SIGNATURE</b>		
<b>DATE</b>		
On behalf of the Partner		
<b>SIGNATURE</b>		
<b>DATE</b>		
On behalf of the Council		

### 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 PARTNER:
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date: