SCHEDULE 10

CHANGE CONTROL

# GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

## This schedule sets out the procedure for dealing with Changes.

## Operational Changes shall be processed in accordance with paragraph 8 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 Change unless otherwise required by the Authority in writing.

## Under this Change Control Procedure:

### either party may request a Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;

### a change register and numbering of Change Requests will be maintained by the Authority;

### the Supplier will assess and document the potential impact of a proposed Change in accordance with paragraph 4 before the Change can be either approved or implemented;

### 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 5;

### the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6;

### no proposed Change shall be implemented by the Supplier until such time as a Change Control Note has been signed and issued by the Authority in accordance with paragraph 5.2; and

### if the circumstances or nature of a proposed Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 7.

## Until such time as a Change Control Note has been signed and issued by the Authority in accordance with paragraph 5.2, then:

### unless the Authority expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the agreement as if the proposed Change did not apply; and

### any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Change, including the submission of any Change Communication, shall be without prejudice to each party’s other rights under this agreement.

# COSTS

## Subject to paragraph 2.2, each party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.

## All Charges in respect of all Changes shall be calculated and charged in accordance with the principles and day rates set out in schedule 8 (Charges and Payment). The Supplier will only be entitled to increase the Charges if it can demonstrate in the Impact Assessment that the proposed Change requires additional resources and in any event an increase in the Charges will be strictly proportionate to the increase in the level of resources required for the provision of the Services as amended by the Change. There shall be increase in the Charges to the extent that any such additional resources are already accounted for within the scope of Charges that are already payable by the Authority.

## Should a Change result in a reduction in resources required to provide the Services then as a minimum the Authority shall be entitled to a reduction in the Charges strictly proportionate to the decrease in the level of resources required for the provision of the Services as amended by the Change.

# CHANGE REQUEST

## Either party may issue a request for a Change (“**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 Change to be a Fast-track Change.

## Change Requests must be endorsed by the Change Manager of the issuing party, prior to issuing the Change Request to the other party.

## If the Supplier 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 20 Working Days of the date of issuing the Change Request.

## If the Authority issued the Change Request, then the Supplier shall provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 20 Working Days of the date of receiving the Change Request from the Authority, provided that if the Supplier reasonably 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 Supplier shall provide the Authority with sufficient information to enable it to understand fully the nature of the request for clarification.

# IMPACT ASSESSMENT

## Each Impact Assessment shall include (without limitation):

### details of the proposed Change including the reason for the Change;

### details of the impact of the proposed Change on the Services, and the Supplier'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 any required changes to:

#### the Specification, Supplier Solution and/or the Service Levels;

#### the Milestones, Implementation Plan and any other timetable previously agreed by the parties;

#### other services provided by third party suppliers to the Authority, including any changes required by the proposed Change to the Authority’s IT infrastructure; and/or

#### other proposed Changes which have yet to be agreed with the Authority pursuant to this Change Control Procedure;

### details of the cost of implementing the proposed Change (including a detailed breakdown of all costs associated with addressing any impact that the proposed Change has on any other aspects of the Services and/or the Supplier's obligations under this agreement);

### details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either party demonstrating cost visibility and any requirements of schedule 8 (Charges and Payment), taking into consideration any other proposed Changes and any alteration to the working practices of either party;

### any proposals for the testing of the Change and timetable for the implementation of the Change;

### where the Change is required due to an amendment to schedule 4 (Standards) or due to a Change in Law details of how the proposed Change will ensure compliance with the amended schedule 4 (Standards) or the applicable Change in Law (as the context requires); and

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

## Subject to the provisions of paragraph 4.3, the Authority shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 5.

## If the Authority is the party receiving the Change Request and the Impact Assessment, and the Authority reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within 15 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.

# THE AUTHORITY’S RIGHT OF APPROVAL

## Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to paragraph 4.3, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

### approve the proposed Change, in which case the parties shall follow the procedure set out in paragraph 5.2 below;

### in its absolute discretion reject the Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Change to the extent that the Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

### require the Supplier to modify the Change Request and/or Impact Assessment, in which event the Supplier shall make such modifications within 10 Working Days of such request. Subject to paragraph 4.3 above, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Change within 10 Working Days. Should the Authority approve the proposed Change, the parties shall follow the procedure set out in paragraph 5.2 below.

## If the Authority approves the proposed Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 6 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Control Note which it shall (subject to the content of the Change Control Note being agreed by the parties) sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Control Note, it shall sign both copies and return one copy to the Supplier. Upon being signed for and on behalf of the Authority, the Change Control Note shall constitute a binding variation to this agreement, provided that the Change Control Note is signed by:

### the appropriate authorised signatories of the Authority and the Supplier; and

### the Authority within 10 Working Days of receiving the Supplier's signed copy. If the Authority does not sign the Change Control Note within this time period, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Control Note within 5 Working Days of the date of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

# SUPPLIER’S RIGHT OF APPROVAL

## Following an Impact Assessment, if the Supplier reasonably believes that any proposed Change which is requested by the Authority:

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

### is outside of the Supplier's technical capability where:

#### the Supplier can demonstrate to the Authority’s reasonable satisfaction that the proposed Change is impossible to implement; or

#### the proposed Change is outside the technical scope of the Services as set out in the Specifications;

then the Supplier shall be entitled to reject the proposed Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 3.4.

# FAST-TRACK CHANGES

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

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

### the Change does not involve any alteration to, or deviation from the contractual principles set out in this agreement;

### the total number of Changes in relation to which this fast track procedure has been applied does not exceed 12 in any 12 month period (or such higher number as the parties may from time to time agree in writing); and

### the value of the proposed Change does not exceed £50,000 and the proposed 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 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of 20 Working Days is reduced to 10 Workings Days, 10 Working Days is reduced to 5 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

## The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the parties in writing.

# OPERATIONAL CHANGE PROCEDURE

## Subject to paragraph 8.4 below, any Operational Changes may be implemented by the Supplier without following the Change Control Procedure.

## The Supplier shall notify the Authority’s Change Manager promptly of each Operational Change that is implemented.

## The Authority may request an Operational Change by submitting a written request for Operational Change to the Supplier's Change Manager in accordance with the Supplier's reasonable operational change request process notified by the Supplier to the Authority from time to time.

## Notwithstanding anything to the contrary in this agreement, all Operational Changes shall be approved by the DSM Project Board.

# CHANGE AUTHORISATION

Any proposed Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Change until the Change Control Note is signed and executed by the Authority’s Authorised Representative in accordance with the Authority's Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

# COMMUNICATIONS

## For any Change Communication to be valid under this schedule, it must be sent to either the Authority's Change Manager or Authorised Representative or the Supplier's Change Manager, as applicable and as the context shall require. All Change Communications may be hand delivered or sent by first-class post or email. Change Communications shall be deemed to have been received at the following times:

### if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

### 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

### if sent by email, then at the expiration of 4 hours after the time of transmission, if transmitted 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 transmission.

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 email was properly addressed and transmitted and no error message has been received by the sender, as the case may be.

**APPENDIX 1**

**Change Request Form**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CR NO.: | TITLE: | | | TYPE OF CHANGE: |
| PROJECT: | | | CHANGE REQUIRED BY DATE: | |
| ACTION: | | NAME: | | DATE: |
| RAISED BY: | | | | |
| AREA(S) IMPACTED: | | | | |
| 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 CHANGE: | | | | |
|  | | | | |
| SIGNATURE OF APPROVING CHANGE MANAGER: | | | | |
| DATE OF REQUEST: | | | | |

**APPENDIX 2**

1. **Impact Assessment Form**

|  |  |  |  |
| --- | --- | --- | --- |
| CR NO.& AUTHOR: | TITLE: | | DATE RAISED: |
| PROJECT: | | REQUIRED BY DATE: | |
| DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CHANGES: | | | |
|  | | | |
| PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE: | | | |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR TIME AND MATERIALS BASIS): | | | |
| DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS: | | | |
| DETAILS OF ANY OTHER PROPOSED CHANGES: | | | |
| IMPACT ON ANY CHANGES IN PROGRESS: | | | |
| DETAILS OF ANY SERVICE LEVELS AFFECTED: | | | |
| IMPACT ON STOCK / SPARES HOLDING: | | | |
| DETAILS OF ANY OPERATIONAL SERVICE IMPACT: | | | |
| DOCUMENTATION / TRAINING IMPACT: | | | |
| DETAILS OF ANY INTERFACES AFFECTED: | | | |
| DETAILED RISK ASSESSMENT: | | | |
| RECOMMENDATIONS: | | | |

**APPENDIX** **3**

1. **Change Control Note**

|  |  |  |  |
| --- | --- | --- | --- |
| CR NO.& AUTHOR: | TITLE: | | DATE RAISED: |
| PROJECT: | TYPE OF CHANGE: | | REQUIRED BY DATE: |
| [KEY MILESTONE DATE: [*if any*]] | | | |
| DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CHANGES: | | | |
| REASON FOR CHANGE: | | | |
| OUTLINE OF PROPOSED SOLUTION: | | | |
| ACCEPTANCE CRITERIA: | | | |
| EXPECTED TIMESCALE: | | | |
| AUTHORITY RESPONSIBILITIES (other than those listed in [schedule [●]]): | | | |
| PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CHANGE: | | | |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR TIME AND MATERIALS BASIS): | | | |
| SIGNED ON BEHALF OF TRANSPORT FOR GREATER MANCHESTER: | | SIGNED ON BEHALF OF THE SUPPLIER: | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Position: | | Position: | |
| Date: | | Date: | |