

SCHEDULE 9

Change Control Request Procedure

1. Introduction

1.1 This Schedule 9 sets out:

- (A) the processes to be followed where a Change is required or proposed;
- (B) the types and categories of Change;
- (C) the basis of funding Changes made as a result of a Change in law;
- (D) the basis for pricing the Service Provider's charges in respect of Changes;

2. Change Resource

2.1 The Service Provider shall nominate a representative to manage and act as the single point of contact for TfL in relation to Changes and the Change Control Request procedure (the "**Change Manager**").

2.2 The Change Manager shall be responsible for managing Change Control Requests and escalating such requests to the Contract Management Groups as appropriate. The Service Provider shall ensure that it makes available sufficient resources in order to respond promptly to TfL's Change Control Requests in accordance with this Agreement.

2.3 The Service Provider shall maintain adequate change resources in order to support any requested or required Change.

3. Types of Change

3.1 Changes to which this Schedule applies shall be categorised as one of the following:

- (A) a Parameter Change, which TfL shall be entitled to require in accordance with paragraph 3.2; and
- (B) a General Change, which TfL or the Service Provider shall be entitled to propose in accordance with paragraphs 7 (*General Change Proposed by TfL*) or 8 (*General Change Proposed by the Service Provider*), as applicable;
- (C) an Internal Change, which the Service Provider shall be responsible for monitoring and delivering in accordance with paragraph 9 (*Internal Change*);

3.2 Notwithstanding any other provision in this Schedule 9, to the extent that a Change is, or involves, a Parameter Change, the Service Provider shall make such Parameter Change:

- (A) (provided TfL has requested such Parameter Change in writing) without the Parties completing a Change Control Request, Impact Assessment or Change Authorisation in respect of such Parameter Change (and for the avoidance of doubt paragraph 4 (*Change Request Process – General Principles*) shall not apply to Parameter Changes);

- (B) within one (1) Business Day or within such other time period specified by TfL in writing; and
- (C) at no cost to TfL,

irrespective of whether there are associated Changes which need to be considered and implemented by the Parties in accordance with this Schedule 9.

- 3.3 TfL shall be entitled to require the Service Provider to provide Additional Services from time to time as a General Change.

4. **Change Request Process – General Principles**

- 4.1 The Service Provider and TfL shall conduct discussions relating to any proposed Changes in good faith, all such discussions to take place at the relevant Monthly Review Meeting or Commercial Review Meeting in accordance with Schedule 10 (*Contract Management and Reporting*) or at such other time as requested by TfL.
- 4.2 The Service Provider will use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to TfL (whether in terms of a reduction in charges and/or an improvement in the Services).
- 4.3 If the Service Provider wishes to submit a Change Control Request, it shall submit such request in the format set out in Annex 1 (*Change Control Request Form*).
- 4.4 If TfL wishes to submit a Change Control Request, at TfL's request the Service Provider shall complete the Change Control Request on TfL's behalf (based on summary details provided by TfL).
- 4.5 The Service Provider shall submit Impact Assessments in the format set out in Annex 3 (*Change Control Impact Assessment Form*).
- 4.6 Until such time as a resultant amendment to the Agreement is authorised in accordance with the Change Control Request procedure, the Service Provider and TfL shall, unless otherwise agreed in writing, continue to perform their respective obligations under the Agreement as if the Change giving rise to such amendment had not been requested.
- 4.7 Any discussions which take place between TfL and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Agreement shall be without limitation to the obligations, and without prejudice to the rights or remedies, of each Party under this Agreement (and, in the case of rights and remedies, under common law or in equity).
- 4.8 The Service Provider shall not commence any new work in connection with Changes (or any other piece of work) until a Change Authorisation has been issued pursuant to the provisions of this Schedule 9. The Service Provider agrees that it shall not be relieved of any of its obligations as a result of TfL considering or refusing, not issuing a Change Authorisation in connection with or withdrawing any Change Control Request nor shall TfL's rights or remedies (under this Agreement, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal.

- 4.9 Any issue or dispute in relation to a Change Control Request shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.10 The Service Provider shall not unreasonably withhold or delay its consent to any proposed Change Control Request.
- 4.11 All time periods set out in this Schedule may, in respect of a particular Change Control Request, be changed from time to time if the Service Provider and TfL expressly agree in writing.
- 4.12 The Service Provider shall accept a copy of the Change Authorisation, signed as appropriate by the TfL Commercial Manager (to a value of £250,000) and the Service Provider's Commercial Executive with a copy of the relevant Impact Assessment attached, as formal authorisation to proceed with a Change.

5. **Milestones, Testing and Payment**

- 5.1 TfL shall be entitled to specify in the Change Control Request Milestones and associated Milestone acceptance criteria for the proposed Change.
- 5.2 The Service Provider shall provide proposed revised or additional Milestone acceptance criteria, if appropriate, as part of any relevant Impact Assessment.
- 5.3 All Testing of Changes shall be conducted in accordance with and subject to the provisions of Schedule 4 (*Testing Regime*).
- 5.4 TfL shall be under no obligation to commence payment in respect of the relevant Change until such time as all Testing agreed under the Change and any testing and other completion criteria reasonably required by TfL to demonstrate implementation of the Change has been successfully completed in accordance with Schedule 4 (*Testing Regime*).

6. **Charging for Changes**

- 6.1 The pricing of any Changes shall be determined in accordance with Annex 2 (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule.
- 6.2 Upon issue by TfL of a relevant Change Authorisation and production of and (if required by TfL) entry into an appropriate serially numbered amendment to this Agreement in accordance with this Schedule, payment of an additional charge or the associated adjustment to the payment of the existing charges shall, if appropriate be made in accordance with the terms specified in that Change Authorisation, Schedule 7 (*Charging and Operational Pricing*) and Clause 5 (*Charges and Payments*).
- 6.3 Activity associated with the re-configuration of the System, resulting from, or forming the subject of, a Change, shall not attract any cost or changes to the charges unless otherwise expressly agreed by TfL and the Service Provider shall not request any amount or changes to the charges.

7. **General Change Proposed by TfL**

- 7.1 TfL shall be entitled to request a General Change in accordance with this paragraph 7. In relation to such requested General Change, unless and until a written Change Authorisation has been executed by the authorised representative of TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 7, the Service Provider shall, unless otherwise expressly agreed in writing, continue to supply the Services in accordance with the existing terms of this Agreement.
- 7.2 If TfL wishes to request a General Change, it shall serve on the Service Provider a Change Control Request using the form set out in Annex 1 (*Change Control Request Form*) setting out:
- (A) TfL's reasons for proposing the General Change;
 - (B) sufficient details of the General Change to enable the Service Provider to provide an Impact Assessment;
 - (C) the date by which TfL wishes the General Change to be implemented and the dates of proposed Milestones (if any); and
 - (D) any dates by which a decision or response is critical.
- 7.3 As soon as reasonably practicable and in any event within the periods set out below, or otherwise expressly agreed in writing between the Parties, the Service Provider shall either deliver to TfL:
- (A) an Impact Assessment in accordance with paragraph 7.7 within twenty (20) Business Days of receipt of the Change Control Request, or
 - (B) subject to paragraph 7.4, issue a notice within ten (10) Business Days setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an "**Objection Notice**").
- 7.4 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent it can demonstrate to TfL's reasonable satisfaction that the General Change would, if implemented, contravene any law.
- 7.5 The Service Provider's objections to a proposed General Change shall be dealt with as follows:
- (A) if TfL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TfL shall meet with a view to establishing whether the Service Provider's objections are valid;
 - (B) if, within ten (10) Business Days of receipt by TfL of any Objection Notice, the validity or otherwise of the Service Provider's objections remain to be agreed, the question of validity shall be referred to the Dispute Resolution Procedure; and
 - (C) if TfL agrees with the objections in the Objection Notice and this is notified to the Service Provider in writing, or it is determined by the Dispute Resolution Procedure that the objections in the Objection Notice are valid, the relevant Change Control Request shall be deemed to be withdrawn.

- 7.6 If, following receipt of an Objection Notice, it is agreed in writing by the Parties or determined by the Dispute Resolution Procedure that the objections in an Objection Notice are not valid the Service Provider shall deliver to TfL an Impact Assessment in accordance with paragraph 7.7 and in the form set out in Annex 3 (*Change Control Impact Assessment Form*) within twenty (20) Business Days, of the date of such agreement or determination.
- 7.7 The Service Provider shall ensure that the Impact Assessment includes the following:
- (A) sufficient details of the Change (including, subject to paragraph 6 (*Charging for Changes*), an estimate of the costs or savings of implementing the General Change and the effect of the General Change on the charges to enable TfL to evaluate such General Change;
 - (B) impact on the Services, the Systems and the Interfaces;
 - (C) the proposed inclusion of any Software which is not a COTS product in the System;
 - (D) information of Interfaces and Interface specifications in connection with the proposed General Change;
 - (E) a detailed cost/benefit and risk/reward analysis of the Change;
 - (F) any amendment to this Agreement as necessary to reflect the General Change;
 - (G) any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the General Change on:
 - (1) the provision of the Services or the Service Provider's ability to comply with its obligations under this Agreement;
 - (2) any Milestone date which will or is likely to be affected;
 - (3) the planned Operational Commencement Date (if appropriate);
 - (4) the Statement of Requirements;
 - (5) The Service Provider's solution; and/or
 - (6) the System and/or the systems of Other Service Providers and/or Third Parties, as applicable.
 - (H) the proposed timescale for implementation of the General Change (having regard to any information provided by TfL pursuant to paragraphs 7.2(C) and 7.2(D) and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the General Change, including:
 - (1) the details of any date or dates by which any decision by TfL is critical;
 - (2) an outline of the Service Provider's detailed obligations;

- (3) the programme for implementing the Change and any Milestones;
 - (4) the date that the General Change will take effect; and
 - (5) any proposed date for acceptance.
- (I) any Parameter Changes forming part of the General Change.

7.8 The Service Provider shall ensure that:

- (A) the Impact Assessment has been drawn up in accordance with the pricing principles set out in Annex 2 (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule;
- (B) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed adjustments to Charges or other payments are based, and which are set out or referenced in the Impact Assessment; and
- (C) in estimating the costs on which any proposed payments are based it has complied with best accountancy and financial accounting practice,

in each case unless this Agreement expressly prohibits any increase in Charges or additional costs or expenses for TfL;

7.9 Following receipt of the Impact Assessment by TfL:

- (A) as soon as practicable after TfL receives the Impact Assessment, the Service Provider and TfL, either at the Monthly Review Meeting or as part of normal business shall discuss, further develop and attempt to agree in writing and finalise the Impact Assessment which shall include the impact on Milestones (save that the Service Provider acknowledges and agrees that in relation to the impact on Milestones, the decision of TfL shall be final);
- (B) in the discussions referred to in paragraph 7.9(A), the Service Provider shall demonstrate that it has complied with the requirements of Annex 2 (*Principles to Apply to the Pricing of Changes to this Agreement*) and that (without limitation):
 - (1) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain Assets that have been affected by the General Change, has been taken into account in the Impact Assessment;
 - (2) provide evidence that the Service Provider has used all reasonable endeavours (including, where practicable, the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - (3) demonstrate how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, any foreseeable Change in law at that time has been taken into account by the Service Provider;

- (C) as a result of the Impact Assessment or discussions, TfL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TfL of any revisions to the Impact Assessment; and
- (D) if the Service Provider and TfL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Business Days following the date of the first meeting to discuss the Impact Assessment or, if the Service Provider is required to notify TfL of any revisions to the Impact Assessment, a period of twenty (20) Business Days following the date of receipt by TfL of such notification, the matters in dispute shall be determined in accordance with the Dispute Resolution Procedure.
- 7.10 Within twenty (20) Business Days of an Impact Assessment being agreed or determined pursuant to paragraph 7.8, TfL shall:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed or determined; or
- (B) notify the Service Provider that TfL is withdrawing the relevant Change Control Request.
- 7.11 Upon receipt of the Change Authorisation, the Service Provider shall promptly (and in any event within ten (10) Business Days (or such other time period agreed in writing between the Parties)) produce a serially numbered amendment to this Agreement, such amendment reflecting the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 7.8 (including but not limited to all necessary amendments to the Agreement and related documentation required as a result of the implementation of the Change). The Parties shall discuss, agree and execute such amendment to this Agreement within ten (10) Business Days or such other period agreed in writing between the Parties.
- 7.12 The Service Provider shall as soon as practicable (and in any event within ten (10) Business Days), following execution by both Parties of an amendment to this Agreement prepared in accordance with paragraph 7.11, implement the relevant General Change in accordance with the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 7.8 and the amended Agreement.
- 7.13 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses), which the Service Provider may have incurred in the preparation of an Impact Assessment provided under this paragraph 7.
- 8. General Change Proposed by the Service Provider**
- 8.1 The Service Provider shall be entitled to request General Changes in accordance with this paragraph 8.
- 8.2 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TfL a Change Control Request together with an Impact Assessment relating to such requested General Change. Such Impact Assessment shall contain the detail set out in paragraph 7.7 and 7.8 (*General Change Proposed by TfL*) and

unless agreed otherwise by TfL at TfL's absolute discretion, the cost of preparation of such Impact Assessment shall be borne by the Service Provider.

- 8.3 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider in accordance with paragraph 8.2 above, the provisions of paragraph 7.9(A), (B) and (D) (*General Change Proposed by TfL*) shall apply to the discussion and agreement (or determination) of such Impact Assessment.
- 8.4 Within twenty (20) Business Days of an Impact Assessment being agreed or determined pursuant to paragraph 8.3, TfL shall:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the Impact Assessment, as so agreed or determined; or
 - (B) notify the Service Provider that it is rejecting the Change Control Request.
- 8.5 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses) which the Service Provider may have incurred in the preparation of the Change Control Request or the Impact Assessment provided under this paragraph 8, unless otherwise agreed by TfL at its absolute discretion.
- 8.6 Upon notice of a Change Authorisation being issued by TfL in respect of the Change Control Request and Impact Assessment of the Service Provider the provisions of paragraphs 7.10 and 7.11 shall apply in respect of the General Change.

9. **Internal Changes**

- 9.1 The Service Provider shall provide to TfL upon request a complete list of any Internal Changes planned by the Service Provider to be implemented over next 6-12 months.
- 9.2 TfL, acting reasonably, shall be entitled to require the Service Provider not to implement any or all proposed Internal Changes.
- 9.3 The Service Provider shall comply with all reasonable requests of TfL relating to the prioritisation and/or scheduling of Internal Changes.
- 9.4 The Service Provider shall conduct such Tests and shall create all appropriate Test reports and other documentation appropriate to confirm the successful implementation and completion of Internal Changes and shall conduct all relevant testing to confirm that Internal Changes are successful in accordance with Schedule 4 (*Testing Regime*). The Service Provider shall promptly produce copies of all documentation referred to in this paragraph to TfL upon request.
- 9.5 All costs associated with the proposal, Testing and implementation of Internal Changes shall be borne by the Service Provider.

10. **Costs of Changes in Law**

- 10.1 Each Party shall be responsible for its own costs in complying with their obligations under this Agreement incurred as a result of, or in relation to, a Change in law except to the extent set out in paragraph 10.2.

10.2 The Service Provider shall be entitled to payment by TfL in accordance with the other provisions of this Schedule 9 in respect of the costs of complying with any Change in law which constitutes:

- (A) the introduction of or amendment to any TfL policy, instruction or guidance on any matters relevant to the operation and/or administration of the System and/or the Services; or
- (B) the introduction of any Applicable Law, the terms of which apply expressly to either: (i) the System; and/or (ii) the providers of Services,

and which also constitutes a change to the Services (or the scope thereof), but in any event excluding the costs of complying with any such Change in applicable law:

- (1) to the extent that such costs are already taken account of in the relevant charges and/or other sums payable to the Service Provider under this Agreement;
- (2) where such Change in applicable law was otherwise foreseeable as at the date of this Agreement (except to the extent that any resulting costs relate to the implementation and/or operation of the Services); and/or
- (3) in respect of which payment is otherwise expressly prohibited under this Agreement.

11. **Open Source Software**

11.1 In the event that any Change involves any Software licensed under an Open Source Licence, the Service Provider shall ensure that the Impact Assessment includes a technical description of that Software (and its proposed interfaces (if any) with TfL's and/or the Other Service Provider's systems) and the terms and conditions of the Open Source Licence in addition to any other requirements (and the Service Provider shall ensure that a copy of that Impact Assessment (as applicable) is provided to TfL including without limitation for review of the Open Source Licence).

ANNEX 1

Change Control Request Form (CCR)

Applicable to All Change Control Requests

| CHANGE CONTROL REQUEST | | | | |
|---|--|---|-------------------------------|--|
| TfL Budget Code (allocated by TfL Change Manager) | | CCR No. (allocated by TfL Change Manager) | | CCR Version No. (allocated by TfL Change Manager) |
| Change Title | <i>Provide a descriptive title for this Change Control Request.</i> | | | |
| Originating Team | Work Area(s) Impacted | | Pathway Project ID No. | No. of Attachments |
| <i>Provide the name of the team that this Change Control Request originates from.</i> | <i>Provide the name(s) of the team(s) that this Change Control Request will have an impact on.</i> | | | <i>Provide the number of attachments that accompany this Change Control Request.</i> |
| Contract Amended by this Change Request | Reference by this Control | <i>Provide a list of the contractual requirements that are impacted by this Change Control Request. This can either be the individual requirement references or the contractual schedule.</i> | | |
| Description of Proposed Change Control Request (assumption, requirement, procedure, programme) | | | | |
| <p>This Change is a General Change [*], Internal Change[*] or Additional Service[*] in accordance with the definition in Schedule 9 of the Agreement. [*] delete as applicable</p> <p>Overview <i>Provide a summary description of the proposed Change Control Request.</i></p> <p><i>This may include:</i></p> <ul style="list-style-type: none"> • A background description of the Change Control Request; • The impact that this Change Control Request has on the Agreement; • Any assumptions made with the Change Control Request; • Any service levels that may apply to this Change Control Request. <p>Specific Requirements (Actions) <i>Completing the table, provide a full and comprehensive description of what the TfL requirements are for this Change Control Request.</i></p> <p>Req1 Req2 Req3 Req4 Req5</p> | | | | |

| |
|---|
| Date that Implementation of Change is Required |
| <i>Provide the date, release or relevant Milestone dates for this Change Control Request.</i> |
| Acceptance Criteria (factors to be tested at acceptance stage) |
| <i>Provide a summary of what will be used to identify the successful implementation of the Change Control Request.</i> |
| <p><i>This may include:</i></p> <ul style="list-style-type: none"> • <i>The date of implementation for the Change Control Request;</i> • <i>Any relevant Milestone dates ;</i> • <i>Any Milestone acceptance criteria;</i> • <i>An agreed contractual update;</i> • <i>Contract of any Testing criteria.</i> |
| Parties Consulted (internal and external individuals / groups) |
| <i>Provides the name(s) of the person(s) or team(s) that have been consulted both internally and externally during this Change Control Request.</i> |
| Reason for Change Control Request (drivers, objectives) |
| <i>Provide the drivers and objectives for this Change Control Request.</i> |
| Potential Benefits of Change Control Request (include cost savings, benefits to other work areas, improved customer satisfaction) |
| <i>Provide the tangible benefits that should be realised as part of this Change Control Request.</i> |
| <p><i>This may include:</i></p> <ul style="list-style-type: none"> • <i>Cost savings</i> • <i>Benefits to other work areas</i> • <i>Improved customer satisfaction</i> |
| Potential Impact on Third Parties (e.g. Change to interface with, joint testing with, test data needed) |
| <i>Provide details on how this Change will impact on Third Parties. For example has the impact been considered on:</i> |
| <ul style="list-style-type: none"> • <i>Service Provider's Sub-Contractors;</i> • <i>Other Service Providers within DTES and PES;</i> • <i>Other projects within DTES and PES;</i> • <i>Other departments within DTES and PES;</i> • <i>Other directorates within TfL;</i> • <i>Local Boroughs.</i> |
| Alternatives considered (including 'do nothing' scenario) |
| |
| Impact Assessment Requirements (in addition to cost, programme, technical, operational impacts) |
| |

Provide the details that you require the Service Provider to provide as part of their Impact Assessment.

This may include:

- *A range of alternative options*
- *Specific cost breakdowns*
- *Milestone dates*
- *Resource requirements*
- *Impact on any Interfaces*
- *Details of impacts on any Sub-Contractors*
- *Impacts on any technical documentation*
- *Any assumptions*
- *Any dependencies.*

Other Work Areas Consulted (originator to complete – give details of impact or state “no impact”) Originator to liaise with other business areas as necessary to complete this section of the CCR form. Assessing organisation to consider all work areas in their Impact Assessment, even if no impact identified here

| | | | | |
|--|-------------------------------|---|-------------|-------------|
| 1. Connected Third Parties (include date & ID number of CCR raised) | | | | |
| 2. Information Governance | | | | |
| 3. IM | | | | |
| 4. Finance | | | | |
| 5. Business Operations | | | | |
| 6. MIS | | | | |
| 7. Enforcement Operations | | | | |
| 8. Commercial | | | | |
| 9. Other – Please Specify | | | | |
| CCR Sign Off | Originator | <i>Name (Organisation)</i> | | Date |
| | | <i>Job Title</i> | | |
| | TfL Team Leader | <i>Service Provider approvers may be added as required for Changes initiated by the Service Provider.</i> | | Date |
| | TfL Commercial Manager | | | Date |
| TfL Change Man | | | Date | |

Attachments:

[Attachments to be included as necessary]

ANNEX 2

Principles to Apply to the Pricing of Changes to this Contract

This Annex sets out the principles to apply to quotations for Impact Assessments and the determination of any payment to the Service Provider or any adjustment of the charges relating to a Change.

1. **Introduction**

- 1.1 No Change shall be chargeable unless otherwise explicitly agreed with the TfL in accordance with this Annex.
- 1.2 The Service Provider may only propose changes to the charges or impose an additional charge in connection with a Change to the extent permitted under, and then only in accordance with, this Annex.
- 1.3 The Service Provider shall, as soon as reasonably practicable after a written Change Control Request has been received by either Party, and in any event in the relevant Impact Assessment, notify TfL in writing whether the proposed Change:
 - (A) can be provided by the Service Provider using existing resources (and so without any increase in the relevant charges);
 - (B) will lead to a reduction of the relevant charges; or
 - (C) may result in an increase to the charges or the imposition of an additional charge, in which case the Service Provider will confirm to TfL the basis on which it believes it is entitled to increase the charges or to impose an additional charge in accordance with the rules set out in this Schedule 9.

2. **Non-Chargeable Changes**

- 2.1 The Service Provider may not:
 - (A) increase the charges on account of a proposed Change where the proposed Change can be implemented using the Service Provider's then current resources covered by the existing charges or where the proposed Change relates to the introduction of a new Service which can be provided within the existing charges;
 - (B) increase the charges for a proposed Change unless the Service Provider can demonstrate to TfL that the Change will result in a material increase in the Service Provider's costs; or
 - (C) increase the charges where this Agreement provides that the Service Provider shall bear the costs of the proposed Change (or that such Change shall be implemented with no cost to TfL).
- 2.2 Those Changes that the Service Provider is required to carry out at its own cost include:

- (A) Changes in respect of which the Service Provider incurs additional costs, where such additional costs are caused by default, negligence, inaction or any omission on the part of the Service Provider;
- (B) any Changes to the Services expressed as not giving rise to any increase in the charges;
- (C) Changes that are required to remedy a default or breach of this Agreement by the Service Provider, including any Changes or other actions taken by the Service Provider as a result of TfL exercising its rights under Clause 43 (*Enhanced Co-operation and Remedy Plans*);
- (D) Changes that arise from the Service Provider complying with applicable laws to the extent that such applicable laws specifically relate to the business or operations of the Service Provider and also subject to the provisions of paragraph 10 (*Costs of Changes in Law*) in relation to any Change in law;
- (E) any Changes that are required for the Service Provider to carry out and meet its obligations under this Agreement unless this Agreement expressly provides otherwise.

2.3 To the extent that any Change includes a Parameter Change, there shall be no amount payable by TfL for that Parameter Change.

3. **Chargeable Changes**

3.1 Subject to paragraphs 2 (*Non-Chargeable Changes*) and 4 (*Charges Review Procedure*) of this Annex 2, a Change may result in:

- (A) a change to the charges; and/or
- (B) an additional charge.

3.2 Any additional charges for implementing a Change which is chargeable shall, unless otherwise agreed by the Parties, be calculated on a either a 'fixed price' or 'time and materials' basis as may be agreed between the Service Provider and TfL in each case using the Day Rates and/or other applicable prices (including, where relevant, equipment prices) set forth in Schedule 7 (*Charging and Operational Pricing*).

4. **Charges Review Procedure**

4.1 In respect of all Changes for which the Service Provider proposes a change to the charges (or requires payment of an additional charge), the Service Provider shall, if requested, provide to TfL:

- (A) an analysis of the reasons that the Service Provider believes its costs will be increased as a result of the proposed Change and any supporting financial data, management information and other information reasonably requested by TfL setting out why the Service Provider has not been able to mitigate the costs of such Change through the redeployment of resources or other mechanisms;
- (B) evidence that the Service Provider has, where possible and relevant, shared the cost of the proposed change with other customers of the Service Provider;

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- (C) evidence that the Service Provider is currently utilising the resources available to it in accordance with then current good industry practice as regards costs and organisational efficiencies;
 - (D) evidence that it reviewed alternatives to accommodate the Change without adjusting or increasing the charges;
 - (E) evidence that it has minimised the costs of such Change to TfL;
 - (F) details of proposed additional charges and/or Changes to the on-going charges based upon the above, verifying that the proposed charges are fair, reasonable and competitive in the market; and
 - (G) any other relevant information reasonably requested by TfL.
- 4.2 No Change to the charges or charging of an additional charge shall be permitted in respect of a Change unless the Service Provider has complied with paragraph 4.1 of this Annex 2 and TfL, having considered the information provided by the Service Provider pursuant to that paragraph, Approves in writing such Change to the charges or the charging of an additional charge.
- 4.3 The Service Provider shall maintain, and make available to TfL on request, such complete and accurate records (in the form of authorised timesheets or other records of work undertaken and resources employed that has been appropriately authorised) as may reasonably be required by TfL to verify the accuracy and integrity of all amounts invoiced by the Service Provider in respect of such Change (including any amounts in respect of any specialist resources properly provided by the Service Provider in relation to a given proposed Change over a short period of time and used to undertake some new development or other short-term activity).

ANNEX 3

Change Control Impact Assessment Form (IAF)

Applicable to All Change Control Requests

| CHANGE CONTROL IMPACT ASSESSMENT FORM | | | |
|--|--|---|---|
| CCR No. (allocated by TfL Change Manager) | | CCR Version No. (allocated by TfL Change Manager) | IAF Version No. (allocated by TfL Change Manager) |
| Change Title | <i>Enter the title of the respective Change Control Request.</i> | | |
| Assessing Team | <i>Provide the name(s) of the team(s) that this Change Control Request is being assessed by.</i> | No. of Attachments | |
| <p>This document is an Impact Assessment (IA) as defined in Schedule 9 of the <i>[name agreement]</i> (the "Agreement") between Transport for London ("TfL") and <i>[name Service Provider]</i> (the "Service Provider") relating to provision of services for <i>[name project]</i>, dated <i>[date that contract was signed]</i>. All terms and conditions of the Agreement not otherwise specifically amended or supplemented herein shall remain unchanged and in full force and effect.</p> | | | |
| IMPACTS (All impacts to cover design, Implementation and operational phases) | | | |
| Programme Impact (specific deliverables, Milestones, Milestone dates and Milestone achievement criteria) | | | |
| <p><i>Impacts must include any decrease in scope, in addition to increases.</i></p> <p><i>This section should include target implementation dates for the Change, with a dependency on the date by which this IAF must be authorised by TfL in order to achieve it.</i></p> <p>Acceptance Criteria <i>Include acceptance criteria for the Change in this Section. Where this Change adds, alters or removes requirements from Deliverables already in the Agreement then it is expected that this section should link into the existing acceptance criteria for Deliverables/Milestones affected. Where this Change is stand-alone, it is expected that specific, objective, measurable criteria are created in this section for the Change. Any resource only services to assist change should have no criteria and this section should state "None".</i></p> | | | |
| Cost Impact (detailing costs or savings / impact of Change on Milestone Payments and/or Service Charges / cost / benefit analysis) | | | |
| <p><i>Include the basis of the charges, i.e. fixed price, milestone payments. and link the invoicing timing to the acceptance criteria in previous section. For example, fixed price may be on completion/acceptance, partial payment on certain Milestones, etc.</i></p> <p><i>[The above charges are in pounds Sterling, exclusive of VAT, valid for 30 days from the date of receipt of this IAF, and shall be payable by TfL in accordance with Clause 5 of the Agreement. This IAF has been drawn up in accordance with the pricing principles set out in Annex 2 to Schedule 9 of the Agreement. It is further confirmed that there has been no material omission or inaccuracy in the facts and pricing assumptions provided by this IAF on which the above charges are based, and which are set out or referenced in this IAF.] – to be used when charges to TfL are included.</i></p> | | | |
| Technical Impact (including change type: application, operational, infrastructure, contract) | | | |

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|--|---|--|-------------|
| Operational Impact (including any factors relating to testing/acceptance regime) | | | |
| | | | |
| Impact on the System and Interfaces (including proposed designation of any Software) | | | |
| | | | |
| Impact on Third Parties (change to Interfaces / joint testing with / test data needed) | | | |
| | | | |
| Any Other Impacts And / Or Risks (including mitigations for any risks identified) | | | |
| <i>Include risks and issues in this section</i> | | | |
| Dependencies And Assumptions | | | |
| | | | |
| Documents (Identify all changes to Agreement and / or design documents) | | | |
| <i>Include marked-up extracts from the Schedules / design documents – these can be attachments embedded in the section below and cross-referenced from here, if required.</i> | | | |
| Date/Release for which this Change is to be implemented | | | |
| <i>State whether this Change is to be implemented in a particular Release or whether it is Release independent and as such include all relevant Milestones and Implementation dates.</i> | | | |
| Effective Date of this Change | | | |
| <i>Date that this Change is effective from.</i> | | | |
| Recommendation (to be completed by Service Provider) Accept / Reject / Defer | | | |
| Assessor | <i>Name (Organisation)</i> | | Date |
| | <i>Job Title</i> | | |
| Service Provider Sign Off (optional) | <i>Service Provider approvers may be added as required.</i> | | Date |
| TfL Commercial Manager | | | Date |
| Logged By (TfL Change Manager) | | | Date |