
**DEFENCE AS A PLATFORM
TSP FINAL SCHEDULE 9
CHANGE CONTROL**

SCHEDULE 9

CHANGE CONTROL

Capitalised terms used but not defined in this Schedule are defined in Clause 1.1 (*Definitions and Interpretation*).

1 RIGHT TO REQUEST CHANGES

- 1.1 Either Party may request a Change by written notice (a “**Change Request**”) to the other, such notice to specify whether the Change is:
 - 1.1.1 a Change that the Authority, acting reasonably, requires to start being implemented within five (5) Working Days or less of such notice (an “**Urgent Change**”); or
 - 1.1.2 a Change that is not an Urgent Change (a “**Standard Change**”).
- 1.2 The representatives authorised to request and execute a Change under this Schedule are:
 - 1.2.1 for the Authority: the Authority Commercial Officer or a duly authorised representative; and
 - 1.2.2 for the Contractor: a duly authorised representative notified to the Authority within five (5) days of the Contract Date.

2 RESPONSE TO A CHANGE REQUEST

- 2.1 After either Party makes a Change Request to the other Party, the Parties shall discuss whether they can proceed further with the proposed Change or abandon it. Such discussions shall take place:
 - 2.1.1 in the case of an Urgent Change, as soon as practicable and in any event within two (2) Working Days; and
 - 2.1.2 in the case of a Standard Change, within five (5) Working Days, following the date of the Change Request.
- 2.2 The Contractor shall not withhold its consent to any Change unless the Contractor demonstrates to the Authority that either:
 - 2.2.1 it does not have, and cannot procure, the technical expertise to implement the Change;
 - 2.2.2 the Change would result in a breach of the Laws; or
 - 2.2.3 the Change has an adverse material impact on the scope of the Services.

3 PROGRESSION OF CHANGES

- 3.1 If the Parties agree to proceed further with a Change following discussions under Paragraph 2 (*Response to a Change Request*), then the Contractor shall, at no additional cost to the Authority, prepare and submit to the Authority a CCN in accordance with the following timescales:
 - 3.1.1 in respect of an Urgent Change, as soon as practicable and in any event within two (2) Working Days; and
 - 3.1.2 in respect of a Standard Change, within five (5) Working Days, after the Parties agree to proceed further with that Change under Paragraph 2 (*Response to a Change Request*). The Parties may extend the time period in which the Contractor is required to provide a CCN in respect of any particular Change by agreement in writing.

4 CONTENT OF THE CCN

- 4.1 Each CCN must be in the form set out in Annex 1 of this Schedule and contain:
 - 4.1.1 a CCN reference number;
 - 4.1.2 the originator and date of the request for the relevant Change;

- 4.1.3 the reason for the relevant Change and a description of any benefits anticipated;
 - 4.1.4 full details of the relevant Change including detailed estimates as to cost and the Contractor's plan for resourcing the implementation of the Change;
 - 4.1.5 any new plans, such as test plans, Work Plans or roll out plans, produced or to be produced in order to execute the relevant Change identified by the CCN;
 - 4.1.6 any variations to the Charges to be made as a result of the relevant Change, such variations to be subject to Paragraph 7 (*Charges for Changes*) and calculated (and itemised in each CCN) in accordance with Schedule 4 (*Charges and Invoicing*);
 - 4.1.7 a timetable for implementing the relevant Change (taking into account relevant resource issues) together with an appropriate extension of time for the performance of any associated obligations and any proposals for acceptance of the relevant Change;
 - 4.1.8 the consequential amendments, if any, to the Schedules of this Agreement necessitated by the relevant Change;
 - 4.1.9 the consequential amendments, if any, to any Work Package or plans executed under this Agreement (including any consequential amendments to the Work Package Value);
 - 4.1.10 an impact assessment of the Change which shall cover (as a minimum) details of the impact of the proposed Change on (or enhanced risks to) the Services, the Contractor's ability to meet its other obligations under this Agreement, the provision of the Services in accordance with any relevant Deliverables and any timetables previously agreed by the Parties;
 - 4.1.11 in respect of a Regulatory Change, details of how the proposed Change will ensure compliance with the relevant change(s) to regulations;
 - 4.1.12 the date of expiry of validity of the CCN as agreed between the Parties, which unless agreed otherwise shall be thirty (30) days after the date of the CCN;
 - 4.1.13 other such information as the Authority may reasonably request in (or in response to) the Change Request; and
 - 4.1.14 provision for signature by the Authority and the Contractor for acceptance or rejection of the CCN.
- 4.2 Without limiting the content of the impact assessment described at Paragraph 4.1.10 or the matters set out in Paragraph 4.1 (*Content of the CCN*) generally, if the Contractor believes that the proposed Change will or may have the potential to increase operational risk to the Authority, it shall provide to the Authority written proposals for mitigating such risk and (in the case of a Change requested by the Authority) an alternative solution to address any concerns the Authority has put forward as a reason for requesting the Change.

5 CONSIDERATION OF CCN

- 5.1 For each CCN submitted, the Authority shall evaluate the CCN taking into consideration the factors identified by the Contractor in the CCN in accordance with Paragraph 4 (*Content of the CCN*) above and, as appropriate:
- 5.1.1 approve the CCN;
 - 5.1.2 notify the Contractor of rejection of the CCN; or
 - 5.1.3 endeavour to reach agreement with the Contractor on any changes needed to the CCN to make it acceptable to the Authority, and in the course of those endeavours the Contractor shall provide to the Authority any additional information requested within such timeframe reasonably requested by the Authority.
- 5.2 The Authority shall endeavour to carry out the evaluation described in Paragraph 5.1 in accordance with the following timescales:
- 5.2.1 in respect of an Urgent Change, as soon as practicable and in any event within two (2) Working Days; and
 - 5.2.2 in respect of a Standard Change, within five (5) Working Days,

following receipt of the CCN from the Contractor.

6 ACCEPTANCE OF CCN

- 6.1 If the Authority accepts the CCN (either as submitted by Contractor or as amended by agreement between the Parties under Paragraph 5 (*Consideration of CCM*)), then the Authority and the Contractor shall procure that their respective authorised representatives execute, as soon as possible thereafter, two (2) copies of the CCN, with each Party retaining one copy of the executed CCN.

7 CHARGES FOR CHANGES

- 7.1 The Contractor shall not be entitled to charge or invoice the Authority for any costs incurred or time, effort, materials or resources expended in respect of:
- 7.1.1 the preparation of any estimates or quotes for the Authority in connection with a Change or CCN;
 - 7.1.2 the preparation of a Change Request; or
 - 7.1.3 the preparation of a CCN.
- 7.2 All variations to the Charges to be made as a result of a Change shall be subject to and made in accordance with the following requirements and principles:
- 7.2.1 any increase in the Charges must be no greater than the direct, reasonable and verifiable costs properly incurred by the Contractor in respect of implementing that Change;
 - 7.2.2 if the Change results in a decrease in the cost of providing the Services or other financial benefit to the Contractor, the Charges shall be reduced by an amount of equal value;
 - 7.2.3 if the Change is carried out for other customers of the Contractor, the Authority shall only bear an equitable proportion of the Contractor's cost;
 - 7.2.4 any variation must be reasonable and fair to the Authority; and
 - 7.2.5 the Contractor shall use all reasonable endeavours to minimise the cost impact on the Authority associated with the implementation of a Change (including, to the extent possible, using the Contractor's then-current resources covered by the existing Charges to implement the Change).
- 7.3 The Contractor shall only be entitled to charge the Authority for valid costs related to the implementation of a Change after the Authority has confirmed in writing that such Change has been successfully implemented.

8 GENERAL

- 8.1 Each Party shall comply with its obligations under this Schedule at its own cost.
- 8.2 Until such time as a Change is made in accordance with this Schedule, the Contractor shall, unless otherwise agreed by the Parties in writing, continue to provide the Services as if the Change had not been requested or recommended.
- 8.3 Any discussion which may take place between the Parties in connection with a Change and before the authorisation of a resultant Change in accordance with this Schedule shall be without prejudice to the rights of either Party.

AGREEMENT CHANGE CONTROL NOTE	
PART 1	
Change Control Note (" CCN ") to the ISS Test Service Partner (TSP) Master Services Agreement dated 02/03/2019 (the " Agreement ")	
Capitalised terms used but not defined in this CCN are defined in Clause 1.1 (<i>Definitions and Interpretation</i>) of the Agreement.	
Sequential CCN Reference Number:	
Title of Change:	
Type of Change (Standard or Urgent):	
Originator:	
Date raised:	
Date of expiry of validity of the CCN:	
Reason for Change (<i>originator to complete</i>):	
Description of Change (<i>originator to complete</i>) (<i>giving full details, including any specifications, impact on the Services, Deliverables as appropriate, and other operational and management changes</i>):	
The costs relating to the Change (<i>Contractor to complete</i>) (<i>including any consequent change to existing Charges or Values</i>) including any impact from the cost of equipment:	
Timetable for implementation, together with any proposals for acceptance (<i>originator to complete</i>):	
Likely increase in operational risk to the delivery of the Services and proposals for mitigating such risk and/or (in the case of a Change requested by the Authority) an alternative solution to address any concerns the Authority has put forward as a reason for requesting the Change:	
Likely impact, if any, on other provisions of the Agreement and on the provisions of any	

proposed new order, including:

i) *Scope of authority – does the Change require additional consent to comply with the Authority’s internal governance:*

ii) *Definitions:*

iii) *Term of the Agreement:*

iv) *The dependencies, responsibilities and or obligations of the Parties:*

v) *Working practices, including the resource requirements of the Parties, the Work Plan, the Quality Plan, Management Information, security arrangements, audit requirements and/or Exit Assistance:*

vi) *Details of any Schedule changes, including but not limited to Schedule 4 (Charges and Invoicing) and Schedule 1 (Work Packages) amendments required:*

vii) *Other Charges:*

viii) *Regulatory compliance:*

ix) *Premises and equipment:*

x) *Any other material matter:*

Any other information requested by the Authority (*Contractor to complete*):

PART 2 – DECISION

[Delete as applicable]

1) CCN Rejected [Insert reason]

2) CCN Accepted.

a) With effect from [date] the Agreement shall be amended as set out below:

[Details of the amendments to the Agreement to be inserted here – to include the explicit changes required to the text in order to effect the Change, i.e. Clause/Schedule/paragraph number, required deletions and insertions etc.]

b) Save as herein amended, all other terms and conditions of the Agreement inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the Authority

By.....

Name.....

Title.....

Date.....

Signed for and on behalf of the Contractor

By.....

Name.....

Title.....

Date.....