SCHEDULE 8.2

CHANGE CONTROL PROCEDURE

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

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SCHEDULE 8.2 – CHANGE CONTROL PROCEDURE

1. PURPOSE

1.1 This Schedule sets out the procedure for dealing with Contract Changes.

1.2 The procedure for dealing with:

1.2.1 Operational Changes is set out in paragraph 5 of Schedule 2.2B (Service Management);

1.2.2 the initiation of Roadmap Projects and Innovation Projects (including the agreement of relevant Project Proposals), which may also give rise to Contract Changes in accordance with that procedure, is set out in Schedule 6.4 (Product Roadmap); and

1.2.3 the Approval of Supplier Documentation by TTL is set out in paragraph 4 of Schedule 8.8 (Document Management).

1.3 Where this Agreement requires any Supplier Documentation to be Approved by TTL (or to be provided to TTL for Approval), the Supplier Documentation shall be subject to the Document Approval Procedure set out in paragraph 4 of Schedule 8.8 (Document Management) and not the Change Control Procedure. If a change to any Supplier Documentation under the Document Approval Procedure gives rise to a Contract Change, such Contract Change shall be processed by the Parties in accordance with the Change Control Procedure.

2. GENERAL PRINCIPLES

2.1 The Parties shall deal with Contract Changes as follows:

2.1.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 4;

2.1.2 unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 5;

2.1.3 TTL shall have the right to require the provision of an updated Change Request and/or Impact Assessment in accordance with paragraph 5;

2.1.4 TTL shall have the right to approve a proposed Contract Change or reject it in the manner set out in paragraph 6;

2.1.5 the Supplier shall have the right to reject a proposed Contract Change solely in the manner set out in paragraph 7;

2.1.6 save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by TTL in accordance with paragraph 6.2;

2.1.7 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with paragraph 8; and

2.1.8 if a proposed Contract Change is a Required Change, it shall be processed in accordance with paragraph 9.

2.2 To the extent that any Contract Change involves Milestones and/or Testing, then the Parties shall follow the procedures set out in Schedules 6.1 (Transition) and 6.2 (Testing) and,

where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify (or reference in the agreed Impact Assessment) the relevant Milestones and Milestone Dates in respect of such Contract Change for the purposes of such procedures.

Signature of Change Authorisation Note

2.3 Until a Change Authorisation Note has been signed and issued by TTL in accordance with paragraph 6.2, then:

2.3.1 unless the Contract Change is a Required Change or TTL expressly agrees (or requires) otherwise in writing, this Agreement shall be performed in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

2.3.2 any discussions, negotiations or other communications which may take place between TTL and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

Updated versions of this Agreement

2.4 The Supplier shall:

2.4.1 within ten (10) Working Days of TTL's signature of any Change Authorisation Note which TTL considers gives effect to significant Contract Changes, deliver to TTL a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note; and

2.4.2 in any event, provide to TTL an updated version of this Agreement every six (6) months during the Term which incorporates all Contract Changes agreed during that period.

Co-ordination with Other SITS Suppliers

2.5 The Supplier acknowledges and agrees that Contract Changes may:

2.5.1 arise as a consequence of the operation of the SITS Programme including the operation of the TTL boards and groups for the SITS Programme described at paragraph 3.2 of Schedule 8.1 (Governance); and/or

2.5.2 impact Other SITS Suppliers and their contracts,

in which case the Supplier shall co-operate and co-ordinate with TTL and the Other SITS Suppliers (where applicable) in accordance with Clauses 5.9 to 5.11 of this Agreement to agree and give effect to such Contract Changes.

3. COSTS

3.1 Subject to paragraph 3.2:

3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and

3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that TTL shall not be required to pay any such costs if:

(a) such costs are below five thousand pounds sterling (£5,000);

(b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the performance of this Agreement; or

(c) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3.3 The calculation of any proposed variation to the Charges shall be determined in accordance with paragraph 5.3.

4. CHANGE REQUEST

4.1 Either Party may issue a Change Request (which shall be substantially in the form set out in Appendix 1) to the other Party at any time during the Term. The Change Request shall state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change or (where the Party issuing the Change Request is TTL) a Required Change.

4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment (which shall be substantially in the form set out in Appendix 2) to TTL as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.

4.3 If TTL issues the Change Request, then the Supplier shall provide as soon as is reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an Impact Assessment Estimate of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by TTL within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by TTL.

4.4 If TTL accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to TTL as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to TTL and provided that sufficient information is received by TTL to fully understand:

4.4.1 the nature of the request for clarification; and

4.4.2 the reasonable justification for the request,

the time period to complete the Impact Assessment shall be extended by the time taken by TTL to provide that clarification. TTL shall respond to the request for clarification as soon as is reasonably practicable.

5. IMPACT ASSESSMENT

5.1 The Supplier shall complete each Impact Assessment in good faith and substantially in the form set out in Appendix 2.

5.2 If the Contract Change involves a proposed Data Transfer, the preparation of the Impact Assessment shall be subject to Clause 22 of this Agreement in respect of the protection of Personal Data.

5.3 The calculation of any proposed variation to the Charges shall:

5.3.1 be consistent with the relevant Financial Reports;

5.3.2 facilitate the Financial Transparency Objectives;

5.3.3 be calculated using one of the pricing mechanisms as set out in Part B of Schedule 7.1 (Charges and Invoicing) and the applicable rates set out in the Rate Card;

5.3.4 include estimated volumes of each type of resource to be employed;

5.3.5 include full disclosure of any financial assumptions underlying the Impact Assessment;

5.3.6 include evidence of the cost of any assets required for the Contract Change; and

5.3.7 result in an increase to the Charges only if the Supplier can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any increase or decrease to the Charges resulting from a Contract Change must be strictly proportionate to the increase or decrease in the level of resources required for the performance of this Agreement as amended by the Contract Change.

5.4 If TTL acting reasonably:

5.4.1 requires any further information regarding any proposed Change Request and/or Impact Assessment received from the Supplier so that it may properly evaluate the Change Request and/or the Impact Assessment; and/or

5.4.2 has any comments on any proposed Change Request and/or Impact Assessment received from the Supplier (whether in respect of any amendments to this Agreement proposed by the Supplier or the identification of errors or omissions or otherwise),

then within five (5) Working Days of receiving the Impact Assessment (or within such other period as the Parties may agree in writing) it shall notify the Supplier of such information and/or comments. The Supplier shall then re-issue the relevant Change Request and/or Impact Assessment (to reflect the additional information required by TTL and/or TTL's comments) to TTL within ten (10) Working Days of receiving such notification. At TTL's discretion, the Parties may repeat the process described in this paragraph 5.4 until TTL is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

6. TFL'S RIGHT OF APPROVAL

6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the final updated Change Request and/or Impact Assessment pursuant to paragraph 5.4, TTL shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

6.1.1 approve the proposed Contract Change and Impact Assessment, in which case the Parties shall follow the procedure set out in paragraph 6.2; or

6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. TTL shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or this Agreement to comply with any changes in Law. If TTL does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection.

6.2 If TTL approves the proposed Contract Change pursuant to paragraph 6.1 and it has not been rejected by the Supplier in accordance with paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note

(which shall be substantially in the form set out in Appendix 3) which it shall sign and deliver to TTL for its signature. Following receipt by TTL of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. With effect from the date specified in the executed Change Authorisation Note, this Agreement shall be deemed to be varied by the Contract Change set out in the Impact Assessment attached to the Change Authorisation Note.

6.3 If TTL does not sign the Change Authorisation Note within ten (10) Working Days, the Supplier shall have the right to notify TTL and if TTL does not sign the Change Authorisation Note within five (5) Working Days of such notification, the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

7. SUPPLIER'S RIGHT OF APPROVAL

7.1 Within two (2) Working Days following:

7.1.1 the receipt by the Supplier of a Change Request from TTL which specifies a Required Change; or

7.1.2 the delivery of the final Impact Assessment to TTL under this Schedule (including under paragraph 5.4 where applicable) in respect of a Contract Change requested by TTL,

if:

7.1.3 the Supplier reasonably believes that the proposed Contract Change or Required Change (as the case may be) would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require this Agreement to be performed in a way that infringes any Law; and/or

7.1.4 the Supplier demonstrates to TTL's reasonable satisfaction that the proposed Contract Change or Required Change (as the case may be) is technically impossible to implement and neither the Supplier Solution nor the TTL Requirements state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change or Required Change (as the case may be),

then the Supplier shall be entitled to reject the proposed Contract Change or Required Change (as the case may be) and shall notify TTL of its reasons for doing so.

7.2 Other than as described in paragraph 7.1, the Supplier may not reject any Contract Change requested by TTL.

8. FAST-TRACK CHANGES

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above in respect of Fast-track Changes.

8.2 If the Parties agree the value of any proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed fifty thousand pounds sterling (£50,000) and the proposed Contract Change is not significant (as determined by TTL acting reasonably), then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working

Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in paragraph 8.2 from time to time.

9. REQUIRED CHANGES

9.1 The Supplier acknowledges that there may be circumstances when TTL, acting reasonably, considers that:

9.1.1 there are (i) political or regulatory reasons; or (ii) RTO System delivery and/or performance issues (including as identified during Testing), which require the implementation of a Contract Change or a change to the Services in parallel with the development and assessment of an Impact Assessment and the execution of a Change Authorisation Note in accordance with this Schedule ("**Required Change**"); and

9.1.2 it would take too long to develop and assess an Impact Assessment and execute a Change Authorisation Note in accordance with this Schedule prior to the implementation of the Required Change.

9.2 In such circumstances then unless within two (2) Working Days following receipt of a Change Request in which TTL has identified a Required Change the Supplier is entitled to reject the Required Change due to the circumstances described in paragraph 7.1, this Agreement shall be deemed to be amended by the Required Change as described in the Change Request and the Parties shall comply with the Required Change whilst at the same time complying with the Impact Assessment and the approvals provisions set out in paragraphs 5 to 7.

9.3 In the event that a Change Authorisation Note for the Required Change is not executed in accordance with this Schedule:

9.3.1 the Required Change shall no longer have any contractual effect and, unless the Parties agree otherwise in writing, the provisions of this Agreement amended by the Required Change shall be deemed to be reinstated to their form immediately prior to the Required Change; and

9.3.2 following the provision of reasonable evidence, TTL shall pay the Supplier for its reasonable and direct costs incurred in complying with the Required Change (which shall be consistent with the relevant part of any costs set out in the Impact Assessment (where applicable) that have been approved by TTL in writing).

10. RE-CLASSIFICATION OF CONTRACT CHANGES

10.1 At any time following the issue of a Change Request in which a Fast-track Change is not identified and prior to the agreement of the relevant Change Authorisation Note, either Party may propose that the Contract Change is processed as a Fast-track Change in which case paragraph 8.2 shall apply.

10.2 At any time following the issue of a Change Request in which TTL has not identified a Required Change and prior to the agreement of the relevant Change Authorisation Note, TTL may (acting reasonably) notify the Supplier that the Contract Change is to be treated as a Required Change by providing the Supplier with an updated Change Request (to include, where applicable, the applicable amendments to this Agreement) in which case paragraphs 9.2 and 9.3 shall apply.

11. COMMUNICATIONS

For any Change Communication to be valid under this Schedule, it must be sent to either the TTL Change Manager or the Supplier Change Manager, as applicable.

APPENDIX 1 – CHANGE REQUEST

CHANGE REQUEST	
AGREEMENT REFERENCE AND TITLE: [ICT11814 – RTO System]	
Supplier: Siemens Mobility Limited	
Change Request no. [XXXX]	**Date: [DD-MMM-YY]**
CONTRACT CHANGE TITLE: [XXXX]	
Contract Change requested by: [TTL / Supplier]	
Type of Contract Change: [Standard Change / Fast-track Change / Required Change]	
Pricing Mechanism (if applicable): [Fixed Price / Time and Materials / GMTPC]	

➢ **Scope** *Provide a summary of the purpose, scope and benefits of the proposed Contract Change, and any alternative options considered*	
➢ **Amendments to the Agreement** *Provide any proposed amendments to the Agreement (e.g. the RTO System Requirements and the Performance Levels) – may highlight affected provisions only, provided that TTL shall provide detailed drafting for any Required Change*	
➢ **Timetable** *Provide a timetable for the implementation of the Contract Change*	
➢ **Acceptance / Approval** *Provide a summary of the anticipated key acceptance / approval requirements to evidence that the Contract Change has been completed*	
➢ **Key constraints, risks and dependencies** *Provide a summary of any anticipated key constraints, risks and dependencies*	
➢ **Intellectual Property Rights** *Provide a summary of any anticipated new or amended IPR arising from the Contract Change*	
➢ **Pricing** *Provide a statement as to whether the proposed Contract Change will result in any adjustment to the Charges*	
Signed: **TTL** **[insert name]** Commercial Manager	Signed: **Supplier** **[insert name]** Contract Manager
Date:	Date:

APPENDIX 2 – IMPACT ASSESSMENT

IMPACT ASSESSMENT	
AGREEMENT REFERENCE AND TITLE: Agreement for the Provision and Commercial Exploitation of a Real Time Optimiser System (ICT11814 – RTO System)	
Supplier: Siemens Mobility Limited	
Change Request No. [XXXX]	**Date: [DD-MMM-YY]**
CONTRACT CHANGE TITLE: [XXXX]	

1. **DESCRIPTION**

Detail the purpose, scope and benefits of the proposed Contract Change, any alternative options considered and any new services or deliverables to be provided.

2. **IMPLEMENTATION AND PROJECT PLAN**

Detail the approach for implementing the Contract Change and provide a project plan, including the steps and measures in as much detail as possible that the Supplier intends to take in order to implement the Contract Change.

3. **AMENDMENTS TO THE AGREEMENT**

Detail the amendments to the Agreement to effect the Contract Change (subject to approval by TTL), taking into account any amendments proposed by TTL in the relevant Change Request (where TTL provided the Change Request).

4. **FINANCIAL CONSEQUENCES**

Subject to paragraph 5.3 of Schedule 8.2 (Change Control Procedure) of the Agreement, detail the financial consequences of implementing the Contract Change including showing separately details of:

i. any increases or decreases to the Transition Milestone payments;
ii. any increase of decreases to the Support Charges on a per Period basis;
iii. full details of the Rate Card rates applied;
iv. the changes to the overall Charges
v. the dates or time periods over which such Charges will be incurred.

5. **SUPPLIER PERSONNEL**

Detail the Supplier Personnel (including number and functional expertise) that will be required to deliver the Contract Change at a task level and any assumptions in arriving at the number of people in each role, for example, number of days required and number of hours per day.

6. **PERFORMANCE OF THE AGREEMENT**

Detail the impact of effecting the Contract Change on the performance of the Agreement.

7. **KEY CONSTRAINTS, RISKS AND DEPENDENCIES**

Detail any key constraints, risks and dependencies associated with the implementation and/or delivery of the Contract Change (including as applicable in respect of TTL, TfL, Other SITS Suppliers and other Third Parties).

8. **TESTING AND APPROVAL**

Detail how the Supplier shall Test and facilitate TTL approval of the Contract Change.

9. **INTELLECTUAL PROPERTY RIGHTS**

Detail the categorisation, in accordance with Clause 15 of the Agreement, of any IPR being created and any updates required to Schedule 5 (Intellectual Property).

10. **INTERFACES**

Detail any impact on the Interfaces.

11. **SUB-CONTRACTORS**

Detail the role of any Sub-contractors used to deliver the Contract Change, whether they are current or proposed new Sub-contractors, and estimated spend per Sub-contractor.

12. **KEY DOCUMENTS**

Detail any changes that will be required to the Design Baseline, As Built Records or any other Supplier Documentation under the Agreement.

13. **ADDITIONAL INFORMATION**

Such other information as TTL may reasonably request in (or in response to) the Change Request.

Signed: **Supplier** **[insert name]** Transition Manager	Signed: **Supplier** **[insert name]** Contract Manager
Date:	Date:

APPENDIX 3 – CHANGE AUTHORISATION NOTE

CHANGE AUTHORISATION NOTE	
AGREEMENT REFERENCE AND TITLE: Agreement for the Provision and Commercial Exploitation of a Real Time Optimiser System (ICT11814 – RTO System)	
Supplier: Siemens Mobility Limited	
Change Request No. [XXXX]	**Date: [DD-MMM-YY]**
CONTRACT CHANGE TITLE: [XXXX]	

Upon signature of this Change Authorisation Note by both Parties the Change Request and Impact Assessment attached to this Change Authorisation Note are approved.

With effect from [the date on which this Change Authorisation Note is signed by both Parties] [insert date], the Agreement shall be deemed to be varied by the Contract Change set out in the Impact Assessment attached to this Change Authorisation Note.

Signed: **TTL** **[insert name]** Commercial Manager	Signed: **Supplier** **[insert name]** Contract Manager
Date:	Date: