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Schedule 8.2 – ESMCP Mobile Services Agreement Change Control Procedure

Version 1.0

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CHANGE HISTORY

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1 Definitions

- 1.1 In construing this Schedule 8.2 (Change Control Procedure), unless otherwise expressly specified in this Schedule, terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.

2 General Principles of Change Control Procedure

- 2.1 It is a fundamental requirement of the Authority that the Services will change during the Term of this Agreement and that the Supplier will act reasonably in agreeing and proposing Contract Changes. It is recognised by the Parties that, save where expressly set out to the contrary in this Schedule or elsewhere in this Agreement, Contract Changes may result in net reductions or increases in the Charges.

Types of changes

- 2.2 Subject to Paragraph 15.3, the Change Control Procedure will apply to the following different types of Change Requests:
- 2.2.1 Contract Change Requests which are to be managed in accordance with this Schedule and in particular Paragraph 4;
- 2.2.2 Operational Change Requests which are to be managed in accordance with this Schedule (in particular Paragraphs 2.15, 5.8.5, 8.6 & 8.7) and the processes set out in the Operational Change Management Policy.

Out of scope services

- 2.3 The Supplier will not perform any services that it believes to be outside the scope of this Agreement, and hence subject to additional charges, without first:
- 2.3.1 providing the Authority with a written statement of the reasons why it believes the services are out of scope; and
- 2.3.2 complying with the provisions of this Schedule as applicable.

Communications

- 2.4 Not used.
- 2.5 Subject to Paragraph 2.8, no proposed Contract Change will be implemented by the Supplier until such time as an agreed Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 9.2 below.
- 2.6 The Authority shall have the right to request amendments to a Change Request and approve it or reject it in the manner set out in this Schedule. The Supplier shall have the right to reject

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or refuse to action a Contract Change Request solely in the manner set out in Paragraph 10.1.

2.7 Until such time as a Change Authorisation Note has been signed by the Authority in accordance with this Change Control Procedure, then:

2.7.1 unless the Authority expressly agrees otherwise in writing under Paragraph 2.8, the Supplier will continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

2.7.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any communications, will be without prejudice to either of the Parties' other rights under this Agreement.

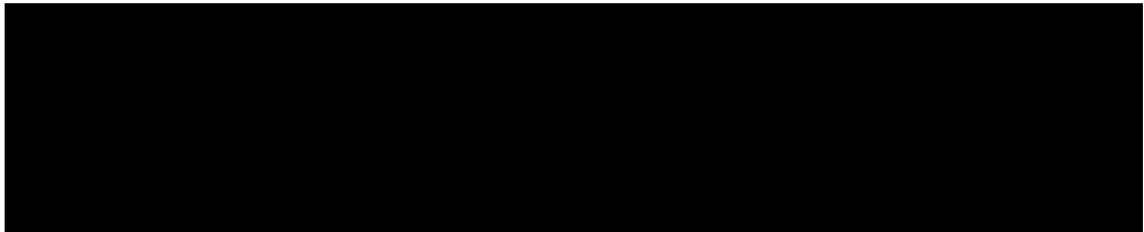
2.8 The Authority may require the Supplier to implement a Contract Change before agreement of the Charges for the Contract Changes, in which case:

2.8.1 the Charges will be agreed by the Authority and the Supplier; or

2.8.2 (in the absence of agreement within ten (10) Working Days after the date of the Contract Change Request) determined in accordance with the Dispute Resolution Procedure.

2.9 If the Supplier implements Contract Changes before the issue of a signed Change Authorisation Note by the Authority or without express approval from the Authority pursuant to Paragraph 2.8 above, then the Supplier shall implement such Contract Changes at its own expense.

2.10



2.11 Not used.

Costs

2.12 Subject to Paragraph 2.14, unless otherwise expressly stated in this Schedule:

2.12.1



2.12.2



2.12.3 [REDACTED]

2.12.4 [REDACTED]

2.13 [REDACTED]

2.14 [REDACTED]

2.15 Operational Change Requests

2.15.1 [REDACTED]

2.15.2 The Parties have agreed, under the Terminated Agreement, a policy on Operational Change management such document found under the name [REDACTED]
The Parties shall update and maintain this document, as required, throughout the Term.

2.15.3 The Parties shall comply with the Operational Change Management Policy. In the event of any inconsistency or conflict between the provisions of this Schedule 8.2 and the Operational Change Management Policy, the provisions of the Operational Change Management Policy shall take priority.

2.16 Contract Change Requests

2.16.1 Subject to Paragraphs 2.16.2 and 2.16.3 of this Schedule, [REDACTED] [REDACTED] in relation to the preparation and agreement of each Contract Change Request.

2.16.2 The Supplier will not be entitled to [REDACTED] [REDACTED] (which shall be produced to the level of detail commensurate with the scale, scope, complexity and criticality of each proposed Contract Change and sufficient for the Parties to comply with the Contract Change approval process as set out in this Schedule.

2.16.3 Subject to Paragraph 2.16.5, for Contract Change Requests made by the Authority, the Supplier will be entitled to [REDACTED]

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for developing any Technical Impact Assessment which it is required to provide pursuant to this Schedule, save that:

(a) [Redacted]
; and

(b) [Redacted] (as finally
accepted by the Authority pursuant to Paragraph 8.4).

Non-chargeable Contract Changes

2.16.4 [Redacted]

Chargeable Contract Changes

2.16.5 The following provisions will apply where the Supplier is [Redacted]
[Redacted] under this Agreement and this Schedule:

(a) **Quote:** The Supplier will, when preparing any [Redacted]
[Redacted]

(i) [Redacted]

(ii) [Redacted]

(iii) [Redacted]

(b) **Calculation:** The calculation of Charges in any Quote or Impact Assessment shall:

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- (i) be based on the Financial Model in accordance with Schedule 7.7 (Financial Model);
- (ii) meet the Financial Transparency Objectives;
- (iii) include estimated volumes of each type of resource to be employed and the applicable rate card;
- (iv) include full disclosure of any assumptions underlying such Charges and Impact Assessments;
- (v) include evidence of the cost of any assets required for the proposed Contract Change;
- (vi) include details of any Rollover and offset to Charges as a result;
- (vii) include details of any new Sub-contracts and variation to existing Sub-contracts necessary to accomplish the Change; and
- (viii) set out details of the Supplier's expected profit and profit margin in respect of the Contract Change.

3 Change Resource

- 3.1 The Supplier shall provide a person or persons (including the Supplier Change Manager) who shall be allocated exclusively to the supply of the following:
 - 3.1.1 managing and processing Change Requests within the times specified in this Schedule;
 - 3.1.2 responding to the Authority's queries and requests for information in connection with Change Requests from time to time throughout the Term;
 - 3.1.3 providing Initial Impact Assessments;
 - 3.1.4 creating, maintaining and updating Change Request Logs on behalf of the Authority and reporting on the status of Change Requests to the Authority;
 - 3.1.5 providing Technical Impact Assessments (as required pursuant to Paragraph 8.4);
 - 3.1.6 providing Operational Impact Assessments in accordance with this Schedule;
 - 3.1.7 drafting Change Implementation Plans in accordance with this Schedule;
 - 3.1.8 implementing Change Requests and Change Implementation Plans in accordance with this Schedule;

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- 3.1.9 coordinating Change Lead activities and liaising with the Authority and the Other ESN Suppliers as necessary and required under this Schedule (where changes of Other ESN Suppliers impact on the Services or Changes impact on any Other ESN Suppliers); and
- 3.1.10 all other services reasonably necessary for the provision of the foregoing services.

("Change Resource")

the number of persons to be provided by the Supplier as Change Resource shall be based on the Suppliers estimated volume of Change, [REDACTED]

[REDACTED] and the Supplier shall ensure that such persons shall be of appropriate skill, experience and technical expertise to carry out the above tasks.

3.2 The Supplier shall provide in writing a report of the utilisation of the Change Resource, including the Supplier Change Manager as identified in Schedule 9.2 (Key Personnel), relating to Change Requests in such format, detail and at such frequency as requested from time to time by the Authority ("**Change Resource Utilisation Report**"), such frequency being not less than monthly throughout the Term. The Change Resource Utilisation Report shall be provided by the Supplier to the Change Management Board as part of the Supplier's information reporting pursuant to Schedule 8.1 (Governance) by no later than [REDACTED] in advance of each meeting and shall include as a minimum the following details in respect of each reporting period and a forecast in respect of the following reporting period:

- 3.2.1 the Change Resources supplied under the Service Charges, SC1a-Base, to the Authority;
- 3.2.2 Change Requests and status or progress of Impact Assessments, reviews, Quotes, and Change Implementation Plans;
- 3.2.3 the Actual Change Resource Utilisation and the Projected Change Resource Utilisation and details of the tasks allocated to the Change Resource including for the production of any Impact Assessments and any Change Resource Under-Utilisation, where:
 - (a) actual and projected utilisation of the Change Resource (as a proportion of the Base broken down in proportion to each reporting period) for the reporting period and the next reporting period (respectively, the "**Actual Change Resource Utilisation**" and the "**Projected Change Resource Utilisation**") [REDACTED] and [REDACTED]
 - (b) [REDACTED] and [REDACTED]

3.2.4 [Redacted]

(a) [Redacted]

(b) [Redacted]

3.3 In addition to detailing any [Redacted] in the Change Resource Utilisation Report, the Supplier shall notify the Authority Change Manager in writing within [Redacted] of any period in which it becomes aware that the Change Resource will or will likely be under-utilised and, unless otherwise requested by the Authority, shall immediately allocate the Change Resource to the task of progressing or producing any outstanding Technical Impact Assessments or assisting or actioning any Change Lead activities.

3.4 [Redacted]

4 Contract Change Requests and Process

The Parties shall deal with Contract Change Requests according to the following process as follows.

4.1 **Origination:** Either Party may request a Contract Change which they shall initiate by issuing to the other a Contract Change Request in accordance with Paragraph 7. For the avoidance of doubt, any change in the categorisation of a Sub-contractor to a Key Sub-contractor by the Authority using its discretion under (a) of the definition of Key Sub-contractor shall be a Contract Change which the Supplier is not entitled to reject under Paragraph 10.

4.2 **Authority Initial Review and Determination of Category of Contract Change:** Upon creation of a Contract Change Request, or [Redacted] after receipt of the Contract Change Request (if originated by the Supplier), the Authority shall undertake an "Initial Review" as follows:

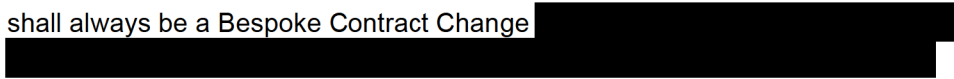
4.2.1 the Authority shall review it to determine whether the Contract Change is a Standard Contract Change or a Bespoke Contract Change. The determination of the categorisation of the Contract Change Request as either Standard or Bespoke shall be made by the Authority in its sole discretion, provided always that any:

(a) change to any KPI Minimum Service Threshold as set out in Schedule 2.2; or

(b)



shall always be a Bespoke Contract Change



4.2.2 for any determination that the Contract Change Request is a Standard Contract Change, the Authority shall also determine in its sole discretion whether the Standard Contract Change is either a List Price Standard Contract Change or a Non-Costed Standard Contract Change; and

4.2.3 following the Authority's determination of the categorisation of the Contract Change Request, the Authority shall notify the Supplier of that categorisation.

4.3 **Supplier Queries:** [redacted] after the Supplier's receipt of the Authority's Initial Review pursuant to Paragraph 4.2, the Supplier shall send any queries it may have on the Initial Review in writing to the Authority.

4.4 **Standard Contract Change**

4.4.1 **List Price Standard Contract Change:** For any List Price Standard Contract Change:

(a) the Supplier shall confirm in writing within [redacted] the cost in accordance with the Supplier's Standard Contract Change List and the proposed timeframe for implementing or delivering the Contract Change Request to the Authority together with the proposed Change Authorisation Note in accordance with Paragraph 9.2.

(b) Following the Authority's approval of such List Price Standard Contract Change (if any) in accordance with Paragraph 9, the Supplier shall implement the Change in accordance with the Change Authorisation Note.

4.4.2 **Non-Costed Standard Contract Change and Bespoke Contract Change:** For any Non-Costed Standard Contract Change and any Bespoke Contract Change, the Supplier shall provide an Impact Assessment in accordance with Paragraph 8 below. [redacted]




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4.5 SRN Contract Change

4.5.1 The Parties shall take account of any Radio Sites planned to be used by, and delivered under, the the Shared Rural Network (SRN) programme being run by Building Digital UK in the planning, implementation and delivery of the Services. Accordingly:

(a)




(b) the Supplier  (save to the extent such Contract Change is necessary to further the delivery of ESN).

5 Operational Change Requests


Subject to Paragraph 8.5.3 the Parties shall deal with Operational Change as follows.

5.1 The Supplier shall include all Operational Changes in the Forward Schedule of Change (as defined in Paragraph 16 of this Schedule). Where the Supplier, acting reasonably, is of the opinion that the Operational Change Request is an Unplanned Operational Change, the Supplier shall indicate in the Operational Change Request whether it considers the Operational Change to be a Late Notice Operational Change or an Emergency Operational Change.

5.2  after receipt of the Operational Change Request (if originated by the Supplier) the Authority shall undertake a review as follows:

5.2.1 the Authority shall review the data provided in the Operational Change Request by the Supplier and identify any errors, omissions or points where clarification is required to allow the Authority to determine whether to require that the change is rescheduled;

5.2.2 the Authority shall notify the Supplier of the results of this review if any action by the Supplier is required.

5.3  after the Supplier's receipt of the Authority's review pursuant to Paragraph 5.2, the Supplier shall send any queries it may have on the review in writing to the Authority.

5.4 Where the Authority has acted reasonably, and in line with paragraph 5.2.1, the Supplier shall update the Operational Change Request to reflect the Authority's review.

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6 Contract Change Authorisation and Change Request Log and Reporting

- 6.1 In all cases until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 9.2, then:
- 6.1.1 without prejudice to Paragraph 2.8, unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
- 6.1.2 any discussions, negotiations or other communications which may take place between the Authority 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.
- 6.2 The Supplier shall:
- 6.2.1 [REDACTED] after receipt of the Authority's executed Change Authorisation Note in respect of a Contract Change [REDACTED] deliver to the Authority a copy of this Agreement updated to reflect such Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed: and
- 6.2.2 thereafter provide to the Authority, [REDACTED] such further copies of the updated Agreement as the Authority may from time to time request.
- 6.3 Where the Authority considers that any updated Agreement provided by the Supplier in accordance with paragraph 6.2.1 does not reflect such Contract Changes agreed in the relevant Change Authorisation Note, the Authority may request that the Supplier updates the Agreement and re-submits it to the Authority [REDACTED] of the Authority's request and the Supplier shall comply with such request.
- 6.4 To the extent that any Contract Change Request approved by the Authority in accordance with this Schedule requires testing and/or a plan for implementation of the Contract Change, then the Parties shall follow the procedures set out in Schedule 6.2 (Testing and Assurance Procedures), and, where appropriate, the Supplier shall ensure that the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 6.5 Following the completed implementation or delivery of any Change, the Supplier shall update the Forward Schedule of Change and the Change Request Log and share with the Authority. The Authority shall identify the Change Request in the Change Request Log as closed or completed.
- 6.6 The Supplier shall provide a report in writing (at the frequency and in such format as determined by the Authority, [REDACTED]) of trends in Change

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Requests. Late Notice Operational Changes and Emergency Operational Changes which shall be reviewed as part of the standard agenda of the Change Management Board.

- 6.7 The Supplier shall regularly update the Change Request Log according to the status of the Change Request and the progress of any Impact Assessment or approval process being undertaken.

7 Form of Change Request and Change Authorisation Note

- 7.1 Any Contract Change Request shall be substantially in the form of Annex 2.
- 7.2 Any Contract Change Authorisation Note shall be substantially in the form of Annex 3 or as otherwise agreed by the Parties.
- 7.3 Unless otherwise agreed by the Parties, Operational Change Requests shall be submitted and managed via the ESN Service Management System.

8 Impact Assessment Process

- 8.1 The Impact Assessment requirements shall be determined according to the categorisation of the Change as a Contract Change or Operational Change.

- 8.2 For each Contract Change Request, the Supplier shall ensure that each Initial Impact Assessment shall be completed by the Change Resource. For each Operational Change Request, the Supplier shall assess and submit each Operational Change Request [REDACTED]

8.3 Initial Impact Assessment - Contract Changes

- 8.3.1 As soon as is reasonably practicable but in any event [REDACTED] after the date of receipt of any Change Request, the Supplier shall provide in writing to the Authority a preliminary assessment which shall include the following details:

- (a) details of the proposed Contract Change including the reasons for it;
- (b) the categorisation of any Change Request (Contract Change, Standard Contract Change, Bespoke Contract Change, List Price Standard Contract, Non-Costed Standard Contract Change and whether a Cross ESN Services Affecting Change Request);
- (c) an assessment of the impact of [REDACTED]
- (d) if applicable, an assessment of the impacts or likely impacts (if any) on any Other ESN Suppliers;

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- (e) a preliminary assessment which provides a high level summary of the anticipated impact of the proposed Change on any technology deployed in the Services and any Documentation, including in respect of the Optional Services (if any), and on the Supplier's ability to meet its other obligations under this Agreement;
- (f) a proposed timetable for the completion of a Technical Impact Assessment (if required, according to the scale of 1 —5 as below):

Change Impact Level	Category of proposed Contract Change / or Supplier's cost of proposed Change (excluding any applicable VAT)	Type of Technical Impact Assessment Required	Proposed timetable
1	[REDACTED]	Only the preliminary assessment set out in Paragraph 8.3.1(e) (together with the other Initial Impact Assessment information)	[REDACTED]
2	[REDACTED]	Technical Impact Assessment	[REDACTED]
3	[REDACTED]	Technical Impact Assessment	[REDACTED]
4	[REDACTED]	Technical Impact Assessment	[REDACTED]
5	[REDACTED]	Technical Impact Assessment and escalation to according to Schedule 8.1 (Governance)	[REDACTED]

- (g) where the Change Request is proposed to be a Non-Costed Standard Contract Change, in addition to the costs information referred to above in Paragraph 8.3.1(c), a summary of the statement of works proposed for implementing the Change Request ("**Summary of Statement of Works**") and a Change Implementation Plan (showing proposed resources to be deployed, time scales and periods and any communication plans required to communicate the

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proposed Change, including, if applicable, to the Authority, Other ESN Suppliers and User Organisations); and

- (h) where the Change Request is determined to be a Bespoke Contract Change, in addition to the costs information referred to above in Paragraph 8.3.1(c), an estimate of costs for implementing the Change Request and an estimate of costs for the development of the Technical Impact Assessment, each identifying the activities, resources and timeline required to deliver any Technical Impact Assessment and a Change Implementation Plan,

(the "**Initial Impact Assessment**").

8.4 **Technical Impact Assessment - Contract Changes**

8.4.1 Following the receipt by the Authority of the Initial Impact Assessment, pursuant to Paragraph 8.3:

- (a) **List Price Standard Contract Changes and Non-Costed Standard Contract Changes:** for any List Price Standard Contract Changes and Non-Costed Standard Contract Changes which the Authority approves, the Authority shall notify the Supplier of that fact in writing and the Supplier shall prepare a proposed Change Authorisation Note in accordance with Paragraph 9.2 and the Change shall be deemed approved by the Authority under that provision; and
- (b) **for all other Contract Change Requests:** for all other Contract Changes:
- (i) following the review by the Authority of the Initial Impact Assessment, the Authority shall either instruct the Supplier to undertake a Technical Impact Assessment or reject or withdraw the Change Request; and
- (ii) [REDACTED] any Authority notice given pursuant to Paragraph 8.4.1(b)(i) authorising the undertaking of a Technical Impact Assessment (or within any longer time period if agreed by the Authority), the Supplier shall submit in writing to the Authority such Technical Impact Assessment in accordance with Paragraph 8.4.3 to 8.4.5 of this Schedule.

8.4.2 If the Supplier requires any clarification in relation to any proposed Change Request before it can develop any Technical Impact Assessment, then it shall promptly make a written request for clarification to the Authority and provided that sufficient information is received by the Authority (as determined by the Authority) to fully understand:

- (a) the nature of the request for clarification; and
- (b) the reasonable justification for the request,

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

- 8.4.3 Each Technical Impact Assessment shall include the information set out in Paragraph 2.16.5(b) and:
- (a) the details set out in the Initial Impact Assessment and the details of any material variation between the Initial Impact Assessment and the Technical Impact Assessment as to the total costs of the Change;
 - (b) details of the impact of the proposed Contract Change on the Services, including impacts to people, processes and systems, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Agreement;
 - (c) details of any alternative options that may provide the same outcome more efficiently;
 - (d) any variation to the terms of this Agreement that will be required as a result of that impact, including changes to:
 - (i) the Services Description, the Performance Indicators and/or the Minimum Service Thresholds;
 - (ii) the format of Authority Data, as set out in the Services Description;
 - (iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and
 - (iv) other services provided by Other ESN Suppliers, the Authority, including any changes required by the proposed Contract Change to the Authority and/or any infrastructure of any of the Emergency Services;
 - (e) details of the cost of implementing the proposed Contract Change, the Quote, and the date by which such Quote remains open for acceptance such acceptance period being not less than [REDACTED];
 - (f) details of any on-going costs required or savings in Charges to be made by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - (g) a proposed timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - (h) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and

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

8.4.4 Upon the Authority's receipt of the full Technical Impact Assessment by the Authority, and subject to the provisions of Paragraph 8.4.5, the Authority shall review it and respond to the Supplier in accordance with Paragraph 9.

8.4.5 If the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Technical Impact Assessment, then [REDACTED] after receiving the Technical 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 [REDACTED] after the Authority's notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 8.4.5 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

8.5 Operational Change Requests and Operational Impact Assessment

8.5.1 Prior to submitting each Operational Change Request, the Supplier shall assess the impact of the proposed Operational Change on the Services, and, where relevant, any services supplied by any Other ESN Suppliers (the "**Operational Impact Assessment**"). The Operational Change Request and Operational Impact Assessment shall be submitted by the Supplier to the Authority using the ESN Service Management System or as otherwise agreed by the Parties and shall include the following details:

- (a) Serial number which will align with the Supplier's numbering scheme for Operational Changes;
- (b) categorisation as:
 - (i) either having some impact on Services (excluding Services provided for power and transmission resilience) "**Services-Affecting Operational Change Requests**") (referred to as "Service Impacting" in section 2.3.7 of the Operational Change Management Policy), or having no or potentially no impact on Services ("**Non-Services Affecting Operational Change Requests**") (and Standard Operational Changes shall always be a Non-Services Affecting Operational Change Requests); and
 - (ii) either a Planned Operational Change or an Unplanned Operational Change, and if an Unplanned Operational Change whether the Change is categorised as Late Notice Operational Change or an Emergency Operational Change;
- (c) details of the proposed works / Operational Change;

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- (d) planned date, time and duration of implementation;
- (e) the reason(s) for the Operational Change;
- (f) an assessment of the risks associated with not implementing the works and their urgency according to the categorisations in the Risk Matrix;
- (g) outage duration to the nearest minute (if Operational Change means that works are required which will or may give rise to outage);
- (h) the affected Base Station(s) (if applicable);
- (i) other impact on Services (categorised by type of impact);
- (j) Supplier status of works (e.g. Pending approval, approved);
- (k) an assessment of the User Organisations likely to be affected by the proposed works where this is not evident from the Base Stations affected;
- (l) any proposed mitigation measures to reduce the impact of any works required to implement the Operational Change, and an assessment of the resultant Severity Level as defined in Schedule 2.2 (Performance);
- (m) an assessment of the User Organisations affected by the proposed Operational Change;
- (n) any further information if applicable such as proposed process, resources to be deployed, and communication plans required to communicate the proposed Change (including, if applicable, to the Authority, Other ESN Suppliers and User Organisations) for the implementation of the Operational Change; and
- (o) if the provisions of Paragraph 13.1 apply (being that the Change Request is identified as a Cross ESN Services Affecting Change Request), the details set out in Paragraph 13.

8.5.2 Upon receipt, the Authority shall review the Operational Change Request and impact set out in the Operational Impact Assessment and at its sole discretion submit the Operational Change Request to the Change Management Board for evaluation; and

8.5.3 Notwithstanding anything else contained in this Agreement (including the foregoing sub-paragraph 8.5.2 and this Schedule), Operational Changes shall not be subject to the process set out in Paragraphs 5.2, 8.2, 8.6 and 8.7 and, unless and until notified otherwise by the Authority or User Organisation pursuant to Paragraph 15 below, the Supplier may proceed with the Operational Change Request as notified to the Authority in accordance with Annex D of Schedule 2.1 on the basis of deemed consent.

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8.5.4 The Supplier shall ensure that the Operational Impact Assessment for any Operational Change details amendments required to any Configuration Baseline and shall update the relevant Configuration Items within the Configuration Management Database by no later [REDACTED] after completion of the implementation of the Change Request.

8.6 Unplanned Changes - Late Notice Operational Change

8.6.1 In the event that the Supplier notifies the Authority of the scheduling of an Operational Change [REDACTED] to the scheduled date of implementation of the Operational Change, then the Supplier shall categorise the Change as a “**Late Notice Operational Change**”.

8.6.2 The Authority on receipt of the request for a Late Notice Operational Change shall review it and may at its sole discretion convene a meeting of the Emergency Change Advisory Board in accordance with Paragraph 14 to consider the Operational Change Request.

8.7 Unplanned Changes - Emergency Operational Change

8.7.1 In the event that the Supplier notifies the Authority of the scheduling of an Operational Change [REDACTED] to the scheduled start of implementation of the Operational Change, then the Supplier shall categorise the Change as an Emergency Operational Change.

8.7.2 The Authority on receipt of the Emergency Operational Change Request shall review it and may at its sole discretion convene a meeting of the Emergency Change Advisory Board pursuant to Paragraph 14 to consider the Emergency Operational Change Request.

9 Authority's Right Of Approval

9.1 [REDACTED] the Authority receives a Technical Impact Assessment from the Supplier or [REDACTED] receiving such further information that the Authority may request in respect of it pursuant to Paragraph 8.4.5, the Authority shall evaluate the Contract Change Request and Technical Impact Assessment and shall do one of the following:

9.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 9.2;

9.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority 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;

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- 9.1.3 in the event that it reasonably believes that a Contract Change Request or Technical Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications [REDACTED] such request. Subject to Paragraph 8.4.5, [REDACTED] receiving the modified Contract Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change.
- 9.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 9.1 or Paragraph 8.4.1(a) and it has not been rejected by the Supplier in accordance with Paragraph 10, then it shall inform the Supplier and the Supplier shall prepare two copies of a note detailing accurately such approved Change Request which has been accepted by the Authority (the "**Change Authorisation Note**") which it shall sign and deliver to the Authority within ten (10) Working Days of such approval, for the Authority's signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note), shall constitute confirmation of a binding variation to this Agreement.
- 9.3 If the Authority does not sign the Change Authorisation Note within [REDACTED] after receipt by the Authority of the Change Authorisation Note, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within [REDACTED] after such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

10 Supplier's Right Of Rejection

- 10.1 If the Supplier reasonably believes that in respect of any proposed Contract Change Request which is requested by the Authority that the implementation of such Change:
- 10.1.1 would materially and adversely affect the risks to the health and safety of any person; or
- 10.1.2 would require the Services to be performed in a way that infringes any Law including where such Change would amount to a substantial modification within the meaning of Regulation 72(8) of the PCR 2015; or
- 10.1.3 would require the supply, delivery or implementation of technology that is not commercially available anywhere in the world and nothing elsewhere in this Agreement places an obligation on the Supplier to ensure that it (or any approved Sub-contractor) shall have the technical capacity, capability and obligation to deliver or procure such proposed technology,

then, by no later than the date by which the Supplier is obliged to deliver an Initial Impact Assessment (or if an Initial Impact Assessment has been carried out and a Technical Impact Assessment has been instructed, by the date by which that Technical Impact Assessment is

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to be delivered) relating to that proposed Contract Change Request pursuant to Paragraph 8, the Supplier shall notify the Authority of such belief and reasons in writing and shall include evidence to the Authority in support of such belief (in sufficient detail to the Authority's reasonable satisfaction).

- 10.1A Any dispute in relation to whether the implementation of a proposed Contract Change Request made by the Authority would amount to a substantial modification within the meaning of Regulation 72(8) of the PCR 2015 under Paragraph 10.1.2 may, after the issue of a Dispute Notice, be referred by the Authority straight to determination by an expert in accordance with Paragraph 5 of Schedule 8.3 (Dispute Resolution Procedure), in which case the Parties agree that the commercial negotiation requirements and mediation under Paragraphs 3 and 4 of Schedule 8.3 (Dispute Resolution Procedure) shall not apply. In addition to referring the matter to an Expert as referred to above, the Parties may consider (but are not obligated to implement) potential mitigation measures.
- 10.2 In the circumstances set out in Paragraph 10.1 the Supplier shall be entitled to reject the proposed Contract Change and take no further action in respect of it save in:
- 10.2.1 the circumstances set out in Paragraph 4.1; and
- 10.2.2 the event that a Dispute is raised concerning the Supplier's reliance on Paragraphs 10.1.1-10.1.3 (including any Dispute referred to an expert under Paragraph 10.1A), in which case the Supplier's entitlement to reject the Change and take no further action in respect of it shall be determined via the Dispute process in Schedule 8.3 (Dispute Resolution Procedure).

11 Implementation and Post Implementation Review:

- 11.1 Upon the written approval (if any) by the Authority and the Change Management Board of any Change Request in accordance with this Schedule, the Supplier shall:
- 11.1.1 [REDACTED] the Supplier's receipt of such approval, update the Forward Schedule of Change and Change Request Log;
- 11.1.2 subject to Paragraph 15, following the approval of such Change Request by the Authority in accordance with this Schedule, implement the approved Change in accordance with the approval and the approved date and resources scheduled and communication plan for such Change; and
- 11.1.3 [REDACTED] the Supplier's implementation of such Change, undertake an assessment of the issues or findings and further action or potential process improvements (if any) arising from the Change and report on that assessment and findings in writing to the Authority and the Change Management Board (the "**Post Implementation Review**").

12 Non-Services Affecting Operational Change Requests

- 12.1 Operational Change Requests may be categorised by the Supplier pursuant to Paragraph 8.5.1(b) of the Operational Impact Assessment as Non-Services Affecting Operational Change Requests provided they do not or are not likely to:
- 12.1.1 have an adverse impact on the business of the Authority (as determined by the Authority);
 - 12.1.2 require a Contract Change;
 - 12.1.3 have an adverse impact on the use of the Services by the Authority or any User Organisations defined as an impact with a potential Severity Level of 1, 2 or 3 as defined in Schedule 2.2 (Performance Levels) after taking into account any steps to mitigate the impact of the change (by way of example, [REDACTED]);
 - 12.1.4 have an adverse impact on the capacity or ability of Other ESN Suppliers to deliver on any ESN Services; or
 - 12.1.5 require the Authority to incur any additional costs or pay any additional Charges or other costs to any third party or the Supplier.

13 Cross ESN Services Affecting Change Requests

- 13.1 For any Change Request which is identified by the Supplier or the Authority in an Impact Assessment to impact or potentially impact Other ESN Suppliers and the delivery of their services (a "**Cross ESN Services Affecting Change Request**"), then the procedures set out in this Paragraph 13 must additionally be followed by the Parties.
- 13.2 The Supplier shall include in the proposed communication plan required pursuant to Paragraph 8.5.1(n) a meeting or teleconference with all affected User Organisations, Other ESN Suppliers and the Authority to discuss the proposed Operational Change.
- 13.3 The Authority shall provide a copy of the Change Request to all other affected third parties and the Supplier and shall ensure such persons provide an Initial Impact Assessment in respect of such Cross ESN Services Affecting Change Request.
- 13.4 The Supplier shall use reasonable endeavours to procure that each of the Other ESN Suppliers shall respond to the Authority in writing within [REDACTED] after receipt of the copy of the Change Request pursuant to Paragraph 13.2, setting out the nature of any interest it has in, and its preliminary view of, the impact upon it of the Change Request. In the event no response is received from any Other ESN Supplier within such period, then such Supplier shall be deemed to have no interest or to be not impacted by such proposed Change Request.
- 13.5 The Authority shall assess and the ESN Supplier's responses given pursuant to Paragraph 13.4 to determine which ESN Supplier Change, if implemented, will or is likely to

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result [REDACTED] or the most operational impact on or risk to the Authority or User Organisations. Following such determination, the Authority shall appoint (and the Authority shall procure that such supplier shall accept such appointment) one of the supplier respondents to lead the Technical Impact Assessments to be conducted by all ESN Suppliers, the Supplier and the Authority of the proposed Change Request ("**Change Lead**"). The Authority shall ensure that any third party Change Lead shall (or the Supplier shall, if Change Lead, as the case may be) from the date of such appointment coordinate the development of all ESN Suppliers of the Technical Impact Assessment or Operational Impact Assessment in accordance with this Schedule.

- 13.6 Where in the process of developing the Technical Impact Assessment or Operational Impact Assessment the Change Lead identifies its dependency upon or any ESN Supplier's dependency upon another ESN Supplier, then the Authority shall ensure that any third party Change Lead (or the Supplier shall if they are the relevant Change Lead as the case may be) notify the Supplier, such Other ESN Supplier and the Authority of such fact [REDACTED] after such identification. In the event that the Other ESN Supplier(s) or the Supplier or the Authority (as the case may be) agrees with the assessment of dependency, the Authority shall ensure that such third party shall immediately cooperate with and assist the Change Lead to develop the Technical Impact Assessment or Operational Impact Assessment.
- 13.7 The Authority shall ensure that any third party Change Lead shall (or if the Supplier is Change Lead, it shall) submit in writing for approval by the Authority [REDACTED] after its appointment as Change Lead the Technical Impact Assessment or Operational Impact Assessment, such Impact Assessment will incorporate any agreed consolidated Change Implementation Plan from all affected persons (including the Supplier) and a Quote in respect of its costs for implementing the Change Request. The Authority shall ensure that the Other ESN Supplier(s) affected by the Change shall submit their own Quote to the Authority for approval separately from the Change Lead and the Supplier.

13.8

14 Emergency Change Advisory Board

- 14.1 The purpose of the Emergency Change Advisory Board is to consider urgent, high impact changes. It shall have the authority to make decisions in respect of Changes where the Change must be implemented as soon as possible, such as where approval or retrospective approval for changes is in relation to the minimisation, prevention or resolution of a significant widespread degradation in the provision of the Services, where the implementation of the Change, or failure to implement the Change may result in further degradation to the Services; or risk the introduction of a severity one incident; or in some way risk inflicting serious reputational harm to the Authority, the ESN service, or any of its Suppliers or Users.

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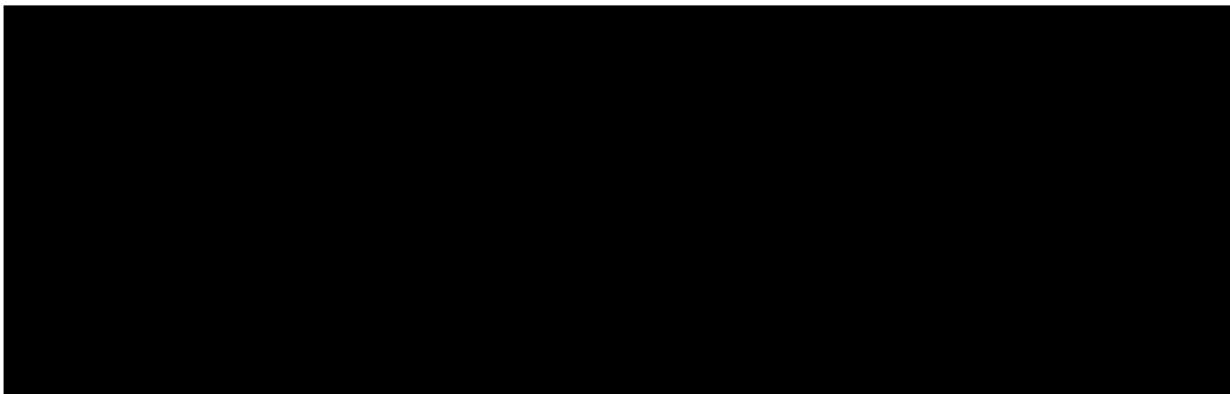
Examples could include (but are not limited to) the implementation of a security patch to resolve a zero-day vulnerability where the implementation requires the segregation of network elements rendering them unavailable to some users whilst patching takes place and where a risk-based decision is required from the Emergency Change Advisory Board attendees.

- 14.2 The Emergency Change Advisory Board will be comprised of the following Authority Representatives and Supplier Representatives are present (it being acknowledged that the individuals need not physically meet in the same room by may conduct meetings by agreement on circulating written resolutions or by teleconference):

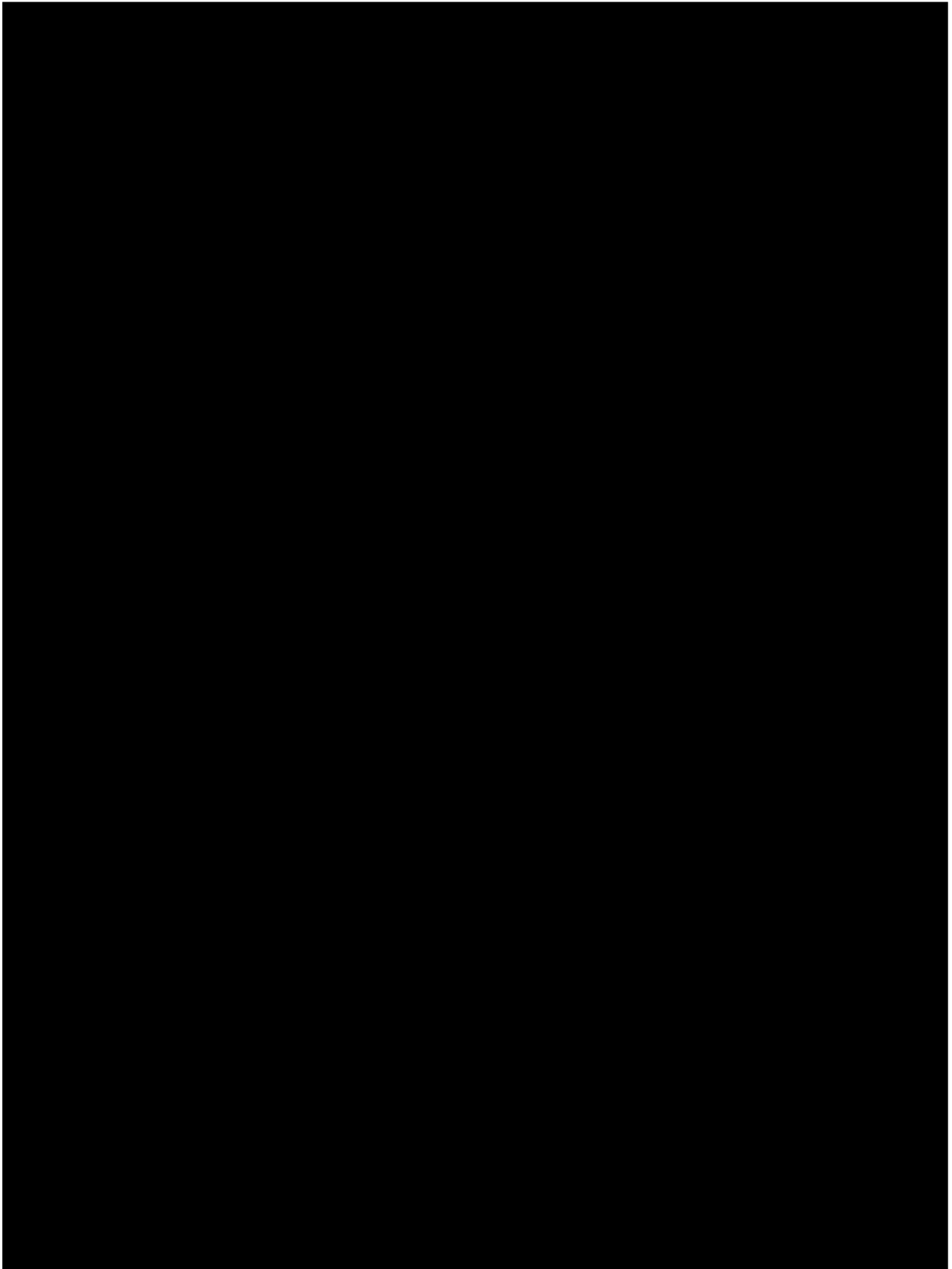
Authority Representatives:	Supplier Representatives:
Programme Director	Head of Change Management
Head of Change Management	Service Delivery Manager
Technical Design Authority Lead	Technical Design Lead Architect or as may be relevant, the delivery lead / operational lead
Senior Service Manager	Service Management

- 14.3 The Supplier Representative shall attend each Emergency Change Advisory Board meeting at the times specified by the Authority. The Emergency Change Advisory Board will be quorate when at least the Authority Representatives are present. The Authority Representatives of the Emergency Change Advisory Board shall have the sole right to make decisions.

- 14.4 If requested by the Authority to decide whether to consider any Unplanned Operational Change, the Emergency Change Advisory Board shall indicate its decision [REDACTED] (or sooner if the urgency of the Operational Change Request requires this) after the Unplanned Operational Change Request and related Operational Impact Assessment has been provided in writing to the Authority.



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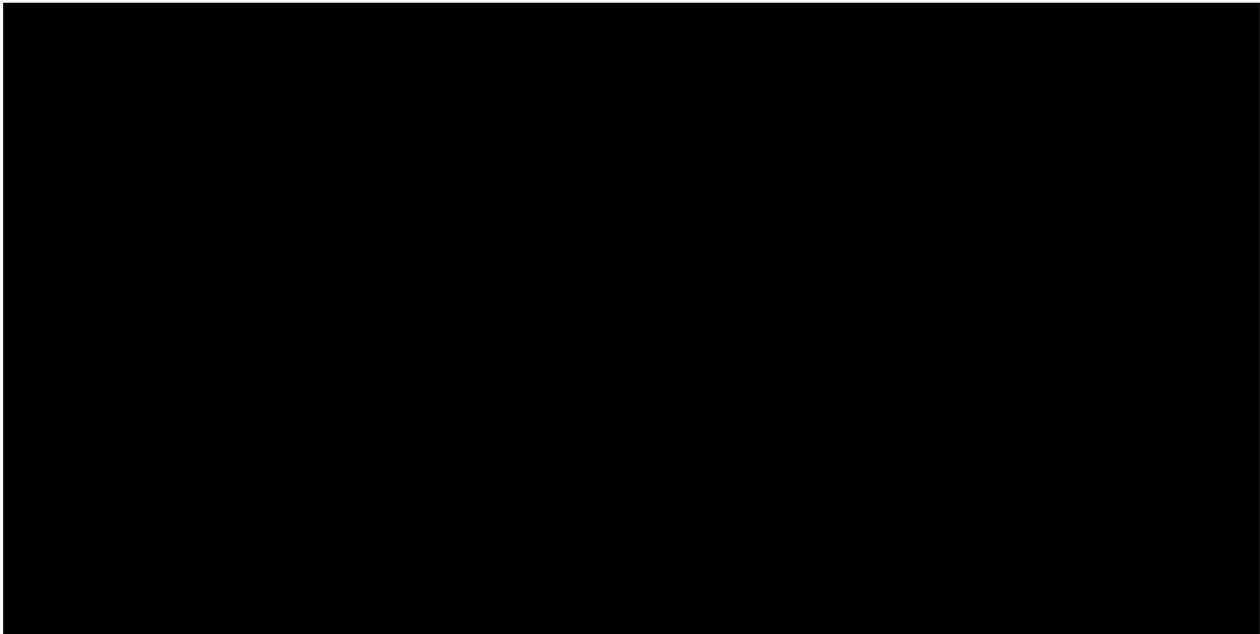
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15.6 The Supplier shall make the Conference Call [REDACTED] and throughout the implementation of the relevant Operational Change.

15.7 During the Conference Call, the Authority or any User Organisation affected by the implementation of the Operational Change can:

15.7.1 notify the Supplier prior to implementation of the Operational Change that the implementation of such Operational Change should be delayed; and/or

15.7.2 [REDACTED]

15.8 Where a User Organisation notifies the Supplier under Paragraph 15.7.1 that the implementation of an Operational Change should be delayed, the Supplier shall comply with the User Organisation's request and the implementation of such Operational Change shall be delayed until such time on that date as the User Organisations agree, provided always that the Supplier shall be able to request that the implementation is rescheduled to another date.

15.9 Where under paragraph 15.3 above the Authority has required the suspension, cancellation, reversal or rescheduling of an Operational Change but the Authority [REDACTED] of the suspension, cancellation, reversal or rescheduling of the Operational Change provide the Authority with its estimated costs associated with such suspension, cancellation, reversal or rescheduling. [REDACTED]



16 Forward Schedule of Change

16.1 The Supplier shall develop and maintain a forward schedule which sets out [REDACTED] or in-progress Contract Changes and Contract Change Requests for each [REDACTED] during the Term (which together with the details of Operational Change Requests submitted through the ESN Service Management System or otherwise shall comprise the ("**Forward Schedule of Change**"). For Contract Changes the Forward Schedule of Change shall include the following minimum information:

- 16.1.1 Change Request Number allocated by the Authority to each Change Request. Change Request Numbers for Contract Changes will be allocated by the Authority;
- 16.1.2 a description of the Change and the purpose/reasons of the Change including any key business drivers;
- 16.1.3 approval status of the Change Request;
- 16.1.4 an assessment of risks to the Services presented by implementing the Change and also an assessment of the risks associated with not implementing the Change;
- 16.1.5 the identity of the party (Supplier or Authority or Other ESN Supplier) who originated the Change Request;
- 16.1.6 an assessment of the Services affected as a result of the Change (proposed and Post Implementation Review of the Change to Services);
- 16.1.7 an assessment of the User Organisations affected as a result of the Change;
- 16.1.8 the date of the Change Request;
- 16.1.9 the target release/completion date for the implementation and completion of the Change including the timeframe for the Post Implementation Review;
- 16.1.10 a summary of the Change Request Logs;
- 16.1.11 proposals to address any operational impacts as a result of proposed Changes and any Change Implementation Plan including detailing for resource and testing (if any); and
- 16.1.12 such other additional information as the Authority may reasonably require from time to time.

- 16.2 The Supplier shall provide in writing to the Authority the updated Forward Schedule of Change for Contract Change [REDACTED] of each meeting of the Change Management Board in accordance with Schedule 8.1 (Governance) of this Agreement.
- 16.3 The Supplier accepts and agrees that the Authority is entitled to disclose to the Other ESN Suppliers such information contained in the Forward Schedule of Change as they may necessarily or reasonably require to be able to assess and understand any operational or cost or services impacts as a result of a proposed Change.
- 16.4 The Authority shall review all Change Requests and the Forward Schedule of Change as part of formal governance pursuant to Schedule 8.1 and determine in its sole discretion:
 - 16.4.1 whether any Services-Affecting Change Request scheduled for implementation has the potential to impact an operation of any Emergency Service (including, for example, without limitation, events, demonstrations, and security operations); and
 - 16.4.2 whether the categorisation of any Change Request by the Supplier is correct, and whether the Change Request should be re-categorised.
- 16.5 Where a User Organisation determines, whether or not pursuant to Paragraph 15 that any Change set out in the Forward Schedule of Changes or any current Change Request will or is likely to have a significant effect upon the operational capability or operation of the Authority or the Emergency Services or ESN Services, then the User Organisation may notify the Supplier in writing that it requires the rescheduling of any Changes which are scheduled on the Forward Schedule of Changes. The User Organisation will submit a notification to reschedule a Change via the ESN Service Management System, or via the Supplier Service Desk operated by the US Supplier. The Supplier shall reschedule the Change on the Forward Schedule of Change:
 - 16.5.1 [REDACTED]
 - 16.5.2 [REDACTED]
- 16.6 Where the Authority determines that a Change Request should be re-categorised, then the Authority will notify the Supplier in writing that it requires the re-categorisation of any Changes which are scheduled on the Forward Schedule of Changes

17 Urgent Contract Change

- 17.1 The Parties acknowledge that there may be circumstances where it is desirable or necessary to expedite the Change Control Procedure set out in this Schedule.

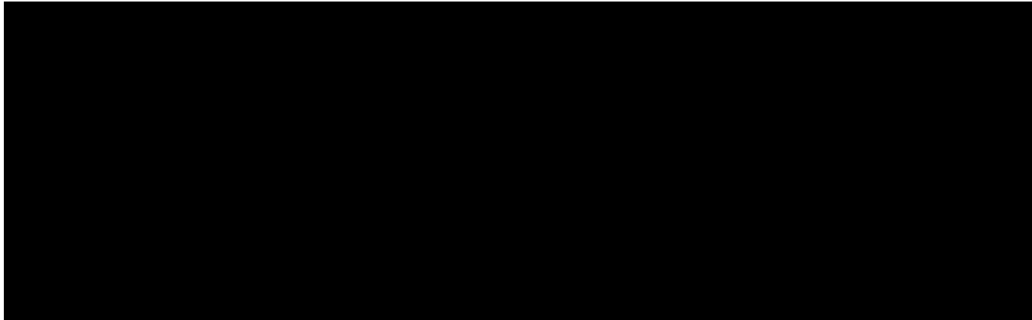
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17.2 Notwithstanding any other provision set out in this Schedule, where the Authority determines that a Contract Change Request is required to be a short notice change and requires immediate attention then the following reduced timescales apply:

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17.2.2

17.2.3



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ANNEX 1: Re-Baselining

Bespoke Contract Changes under the Re-baselining Process

Introduction

1.1 The purpose of this Annex is to set out the Parties intention to raise Bespoke Contract Changes under the Re-baselining Process. For the avoidance of doubt, the Change Control Procedure shall apply to all changes made under the Re-baselining Process.

1.2 [Redacted]

1.3 [Redacted]

(References to 'Annex 1' of Schedule 8.2, shall be interpreted to refer to 'Annex 1' of Schedule 8.2)

Area	What will change:	Timing to raise Change Request (estimate only):	Mechanism/Party instructing change and format of report.	Other (exclusions, assumptions, general notes, Charges)
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

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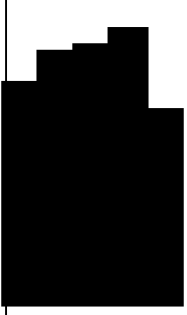
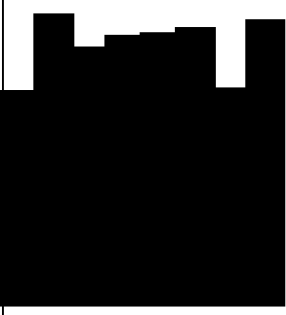
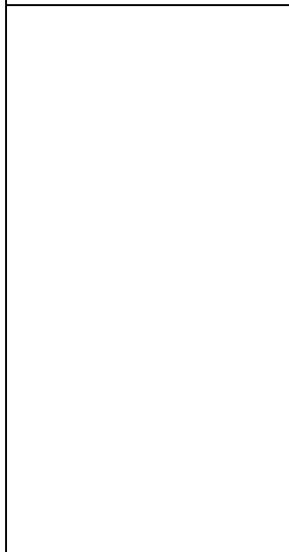
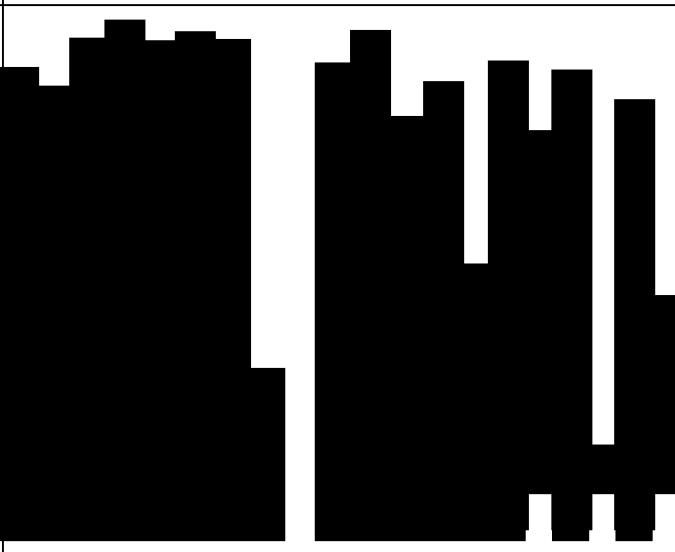
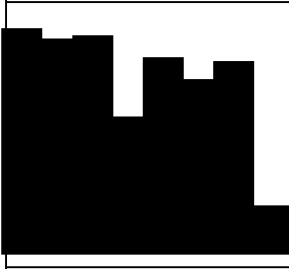

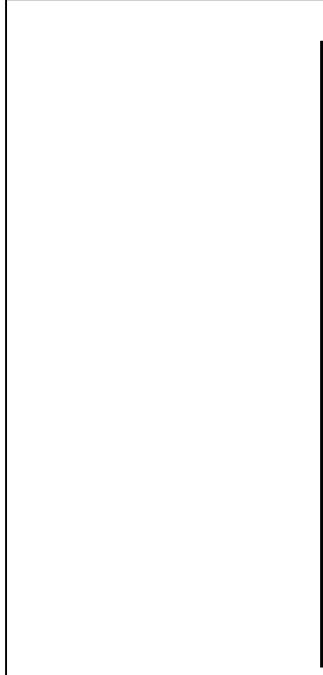

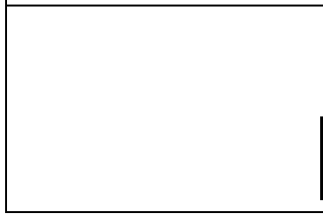
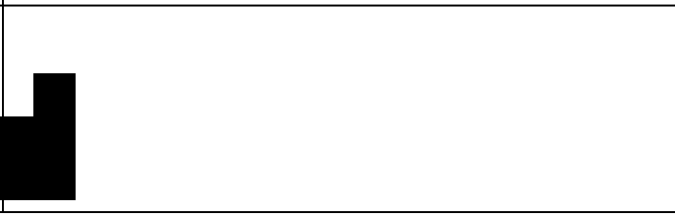
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[Redacted text block containing several paragraphs of information, including a bulleted point at the start of the first paragraph.]

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	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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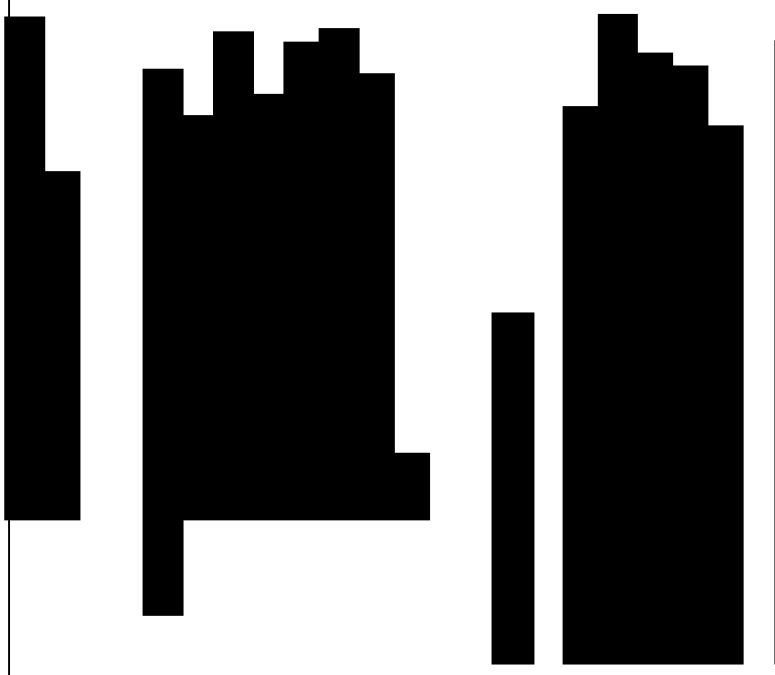
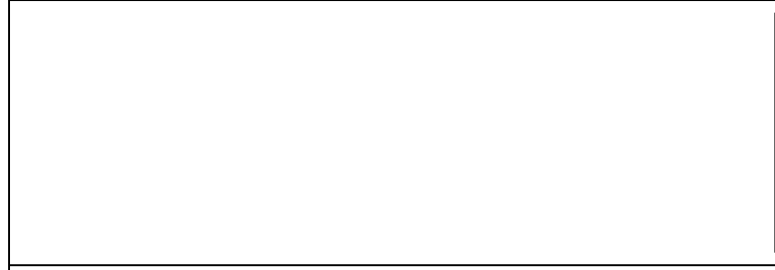
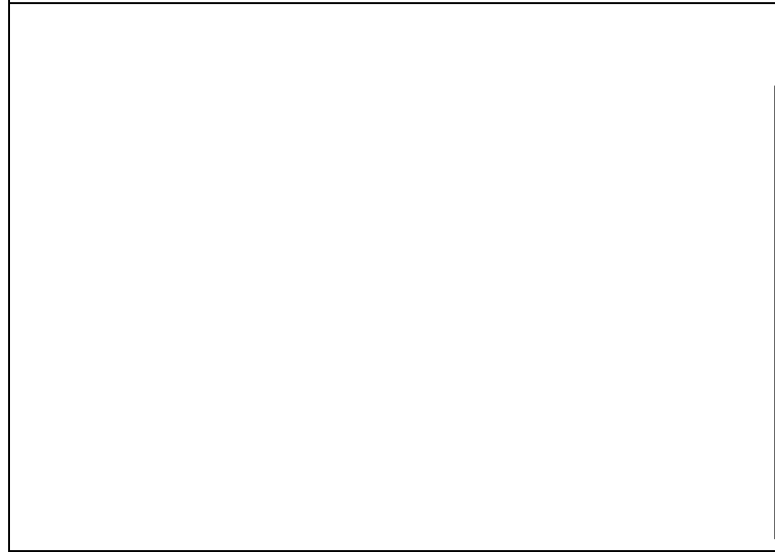

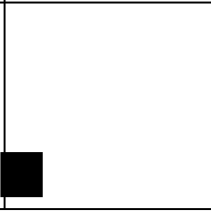


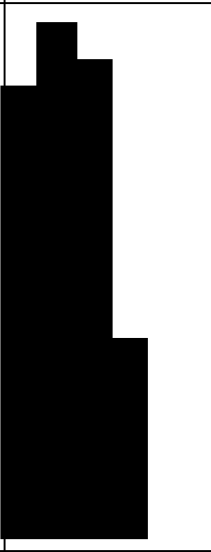

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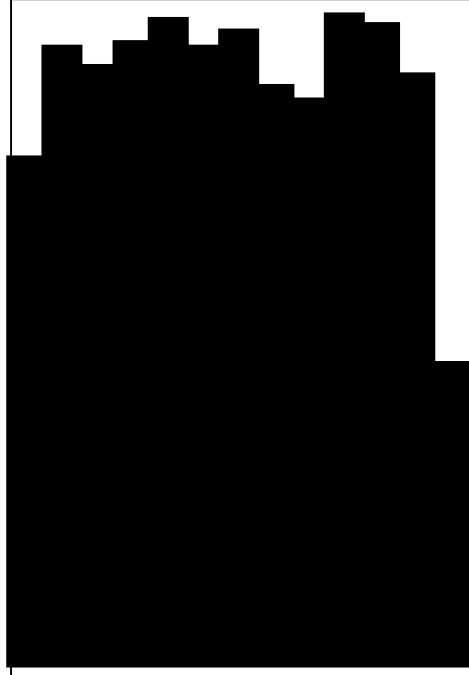

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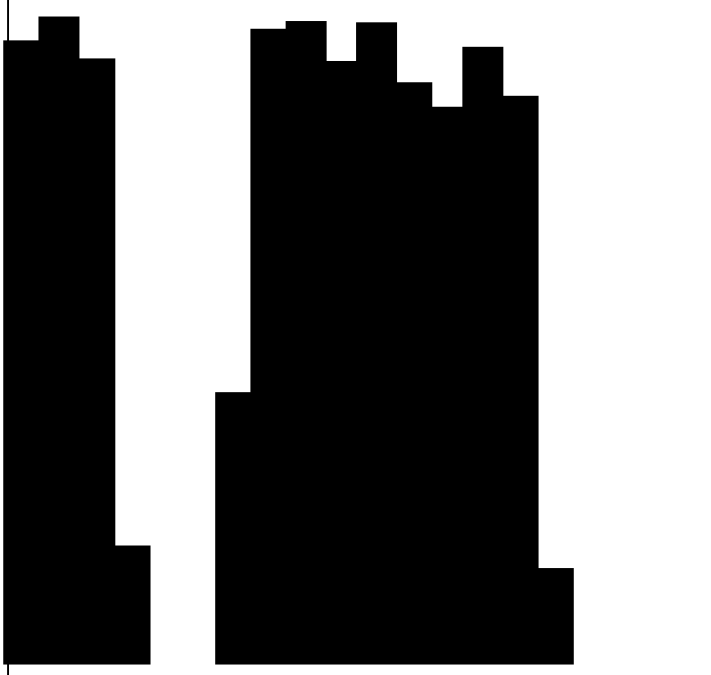
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ANNEX 2: Contract Change Request Form

CR NO.:	TITLE:	CATEGORY OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
IMPACT ASSESSMENT TYPE: INITIAL / TECHNICAL / OPERATIONAL (delete as appropriate)		
ASSIGNED FOR INITIAL / TECHNICAL / OPERATIONAL IMPACT ASSESSMENT BY:		
ASSIGNED FOR INITIAL / TECHNICAL / OPERATIONAL IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CHANGE (IF A CONTRACT CHANGE INCLUDES PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
RISK CATEGORY / REASONS FOR & BENEFITS /DISADVANTAGES OF REQUESTED CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

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ANNEX 3: Contract Change Authorisation Note

CR NO:	TITLE:	DATE RAISED:
CONTRACT:	CATEGORY OF CHANGE	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CHANGE FOR WHICH IMPACT ASSESSMENT HAS BEEN PREPARED (Where this is a Contract Change this should include any proposed changes to the wording of the contract)		
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 BASIS):		
<p>WARRANTIES AND REPRESENTATIONS [TO BE INCLUDED WHERE ONE SUPPLIER ENTITY IS SIGNING ON BEHALF OF ALL] For the purposes of this Contract Change Authorisation Note, the Supplier represents and warrants that <i>[insert roles from Sch 9.2]</i> are duly authorised representatives of both EEL and BT Plc and have full capacity and authority, on behalf of EEL and BT Plc, to enter into Change Authorisation Notes under this Agreement, including by way of one signature on behalf of both EEL and BT Plc.</p> <p>The Supplier represents and warrants that:</p> <p>(q) <i>[insert roles from Sch 9.2]</i> are duly authorised representatives of both EEL and BT Plc and have full capacity and authority, on behalf of EEL and BT Plc, to enter into Change Authorisation Notes under this Agreement, including by way of one signature on behalf of both EEL and BT Plc.</p>		
SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED for and on behalf of both EEL and BT Plc as the Supplier:	
Signature:	Signature	
Name:	Name:	
Position:	Position:	
Date:	Date:	

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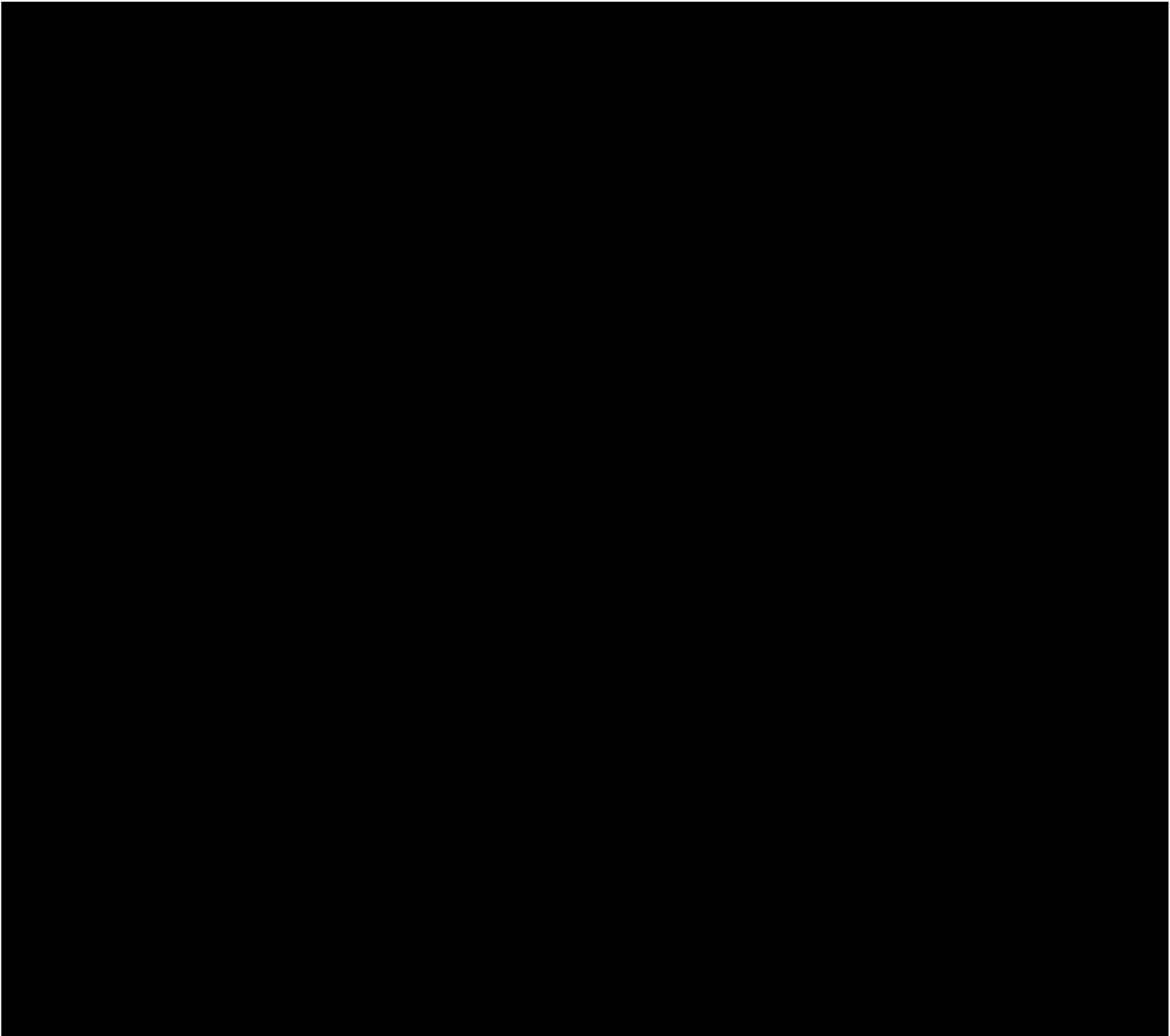
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ANNEX 4: Operational Impact Risk Assessment - Operational Change

Risk Scale

Urgency of proposed Operational Change	Consequences of not implementing proposed Operational Change
4. Proposed Operational Change must be implemented [REDACTED] the Change Request being first notified by a Party to the other Party.	4. Material and significant impact on the level of or delivery of all or a significant proportion of the Services.
3. Proposed Operational Change must be implemented within [REDACTED] the Change Request being first notified by a Party to the other Party.	3. Impact on the level of or delivery of all or a significant proportion of the Services.
2. Proposed Operational Change must be implemented [REDACTED] after the Change Request being first notified by a Party to the other Party.	2. Material and significant impact on the level of or delivery of some Services which are material or critical to the operation of any Emergency Service .
1. Proposed Operational Change must be implemented [REDACTED] after the Change Request being first notified by a Party to the other Party.	1. Impact on the level of or delivery of some Services, none of which are material or critical to the operation of any Emergency Service .

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