



Schedule 8.2 – Change Control Procedure

CHANGE HISTORY

Version	Description	Author	Document Number
5.0	Execution version	TfL	75252173.7

Contents

1	General Principles of Change Control Procedure	4
2	Costs	5
3	Change Request	5
4	Impact Assessment	6
5	TTL's Right of Approval	8
6	Concessionaire's Right of Approval	9
7	Fast-Track Changes	10
8	Operational Changes	10
9	Communications	10
	Annex 1 – Change Request Form	11
	Annex 2 – Change Authorisation Note	12

1 General Principles of Change Control Procedure

- 1.1 This Schedule sets out the procedure for dealing with Changes.
- 1.2 Operational Changes shall be processed in accordance with Paragraph 8. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 1.3 In the interests of efficiency, the Parties may, by agreement, consolidate multiple Change Requests into a single Change Request.
- 1.4 The Change Control Procedure shall be the only method by which the Concessionaire is entitled to reduce, increase, vary the basis for, add or delete a Charge, a Fee or any Revenue Share Percentage (as applicable).
- 1.5 The Parties shall deal with Contract Change as follows:
 - (a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 3.1;
 - (b) unless this Agreement otherwise requires, the Concessionaire shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4 before the Contract Change can be either approved or implemented;
 - (c) TTL shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5;
 - (d) the Concessionaire shall have the right to reject a Change Request solely in the manner set out in Paragraph 6;
 - (e) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Concessionaire until a Change Authorisation Note has been signed and issued by TTL in accordance with Paragraph 5.2; and
 - (f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7.
- 1.6 To the extent that any Contract Change requires testing and/or a programme for implementation and/or assurance activities, then the Parties shall follow the procedures set out in Schedule 6.1 (Implementation Plans) and Schedule 6.2 (Testing and Assurance) unless such procedures have been amended in the Change Authorisation Note.
- 1.7 Until a Change Authorisation Note has been signed and issued by TTL in accordance with Paragraph 5.2, then:
 - (a) unless TTL expressly agrees (or requires) otherwise in writing, the Concessionaire 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
 - (b) any discussions, negotiations or other communications which may take place between TTL and the Concessionaire 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.

1.8 The Concessionaire shall:

- (a) within ten (10) Working Days of TTL's signature and issue of a Change Authorisation Note, deliver to TTL a copy of this Agreement updated to reflect all 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
- (b) thereafter provide to TTL such further copies of the updated Agreement as TTL may from time to time request.

2 Costs

2.1 Subject to Paragraph 2.2:

- (a) each Party shall bear its own costs in connection with preparing each Change Request; and
- (b) the costs incurred by the Concessionaire in undertaking an Impact Assessment shall be borne by the Concessionaire.

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

2.3 The Concessionaire shall be entitled to increase the Charges or decrease the Fees and/or any Revenue Share Percentage only if it can demonstrate in the Impact Assessment that the proposed Contract Change:

- (a) requires additional resources;
- (b) requires alterations to the working practices of the Concessionaire; or
- (c) imposes constraints on the Concessionaire's ability to provide the Services,

and, in any event, any change to the Fees, Charges and/or any Revenue Share Percentage resulting from a Contract Change (whether the Contract Change will cause an increase or a decrease in the Charges, the Fees and/or any Revenue Share Percentage) will be proportionate to the:

- (d) increase or decrease in the level of resources required for the provision of the Services;
- (e) cost of the alterations and the ongoing change to the working practices of the Concessionaire required for the provision of the Services; or
- (f) cost of the constraint on the Concessionaire's ability to provide the Services,

as amended by the Contract Change.

3 Change Request

3.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 (Change Request Form) and

state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

- 3.2 If the Concessionaire issues the Change Request, then it shall also provide an Impact Assessment 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.
- 3.3 If TTL issues the Change Request, then the Concessionaire shall provide an Impact Assessment as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of receiving the Change Request or such longer period as TTL in its discretion agrees by reference to the complexity of the matter being assessed.
- 3.4 If the Concessionaire requires any clarification in relation to a Change Request issued by TTL 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:
- (a) the nature of the request for clarification; and
 - (b) the reasonable justification for the request,

the time period for the Concessionaire to complete the Impact Assessment shall be extended by the time taken by TTL to provide that clarification or such other timescale as notified to the Concessionaire by TTL in writing. TTL shall respond to the request for clarification as soon as is reasonably practicable.

- 3.5 The Concessionaire shall provide such other information as is requested by TTL in connection with any proposed addition to, deletion of, increase or decrease in the Charges, the Fees and/or any Revenue Share Percentage (as applicable).
- 3.6 The Parties acknowledge and agree that implementation of a Contract Change shall not, without provision otherwise within the Change Authorisation Note, give rise to a change in the Charges, the Fees and/or any Revenue Share Percentage.

4 Impact Assessment

- 4.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the proposed Contract Change including the reason for the Contract Change;
 - (b) details of the impact of the proposed Contract Change on the Services and the Concessionaire's ability to meet its other obligations under this Agreement;
 - (c) any variation to the terms of this Agreement that will be required as a result of that impact, including to:
 - (i) the Services Description, the Business Plan, the Concessionaire Solution, the Performance Indicators and/or the Target Performance Levels;
 - (ii) the format of TTL Data;

- (iii) the Key Milestones, Milestones, Milestone Deliverables, Milestone Criteria, Implementation Plans and any other timetable previously agreed by the Parties; and
- (iv) the relevant High Level Designs, relevant Low Level Designs or any other relevant Document (as applicable);
- (d) details of changes to any services provided by third party contractors to TTL or any member of the TfL Group, including any changes required by the proposed Contract Change to TTL Assets or TTL Effects to the extent the Concessionaire is aware of such changes;
- (e) details of the cost of implementing the proposed Contract Change;
- (f) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, the Fees and/or any Revenue Share Percentage, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (g) a timetable for the implementation, together with any proposals for the testing or assurance activities of the Contract Change (where such testing or assurance activities differ from those already set out in Schedule 6.2 (Testing and Assurance));
- (h) where relevant, details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- (i) such other information as TTL may request in (or in response to) the Change Request.

4.2 If the Contract Change involves:

- (a) the Concessionaire, in providing the Services following such Contract Change, acting as a Data Processor on behalf of TTL to any extent, the Parties shall comply with Clause 24.11 (Protection of Personal Data); and
- (b) the processing or transfer of any TTL Personal Data in or to any Restricted Countries, the preparation of the Impact Assessment shall also be subject to Clause 24 (Protection of Personal Data).

4.3 Subject to the provisions of Paragraph 4.4, TTL shall review the Impact Assessment and respond to the Concessionaire in accordance with Paragraph 5 within a reasonable period of time of receiving the Impact Assessment.

4.4 If TTL is the Receiving Party and TTL reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within a reasonable period of time of receiving the Impact Assessment, it shall notify the Concessionaire of this fact and detail the further information that it requires. The Concessionaire shall then re-issue the relevant Impact Assessment 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 4.4 until TTL is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

4.5 The calculation of costs for the purposes of Paragraphs 4.1(e) and 4.1(f) shall:

- (a) be based on the Business Plan;
- (b) facilitate the Financial Transparency Objectives;
- (c) include estimated volumes of each type of resource to be employed and any applicable rate card;
- (d) include full disclosure of any assumptions underlying such Impact Assessment;
- (e) include evidence of the cost of any Telecommunications Infrastructure or other assets required for the Contract Change;
- (f) include details of any new Sub-contracts necessary to accomplish the Contract Change; and
- (g) include such other details as TTL shall reasonably require to evaluate the Change Request and the Impact Assessment.

4.6 The proposed cost of any Contract Change set out in an Impact Assessment shall remain valid for sixty (60) Working Days after the final Impact Assessment is submitted by the Concessionaire to TTL for approval.

5 TTL's Right of Approval

5.1 Within a reasonable period of time of receiving the Impact Assessment from the Concessionaire or of receiving the further information that it may request pursuant to Paragraph 4.4, TTL shall evaluate the Change Request and the Impact Assessment and shall do one (1) of the following:

- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
- (b) in its absolute discretion reject the Contract Change, in which case it shall notify the Concessionaire of the rejection. TTL shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Concessionaire or the Services to comply with any Changes in Law. If TTL does reject a Contract Change, then it shall explain its reasons in writing to the Concessionaire as soon as is reasonably practicable following such rejection; or
- (c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Concessionaire to modify the relevant document accordingly, in which event the Concessionaire shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, TTL shall approve or reject the proposed Contract Change within a reasonable period of time.

5.2 If TTL approves the proposed Contract Change pursuant to Paragraph 5.1 and it has not been rejected by the Concessionaire in accordance with Paragraph 6, then it shall inform the Concessionaire and the Concessionaire shall prepare two (2) copies of a Change Authorisation Note 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 Concessionaire. On TTL's signature the Change Authorisation Note shall constitute (or, where TTL has agreed to or required the implementation of a Contract Change prior to

signature of a Change Authorisation Note), shall constitute confirmation of a binding variation to this Agreement.

- 5.3 If an Impact Assessment omits any details (whether or not known to TTL at the time) which should have been included pursuant to Paragraph 4.1, then without prejudice to TTL's other rights and remedies the Concessionaire shall be responsible for:
- (a) notifying TTL of the relevant details, updating the relevant Impact Assessment and delivering a copy to TTL as soon as practicable (and in any event within three (3) Working Days or such other period notified by TTL in writing) following the Concessionaire becoming aware of those details;
 - (b) as necessary, issuing a Change Request including any changes to the Services required by TTL and notified to the Concessionaire following its receipt of the updated Impact Assessment pursuant to sub-paragraph 5.3(a) above in order to rectify the Default. Any Change Requests issued pursuant to this Paragraph 5.3(b) shall be processed as a Fast-track Change; and
 - (c) mitigating the effect of the Default as far as possible from the time of the Concessionaire becoming aware of the Default and the notification from TTL that either:
 - (i) no Contract Change is required; or
 - (ii) the agreement and implementation of a Contract Change, as a result of the updated Impact Assessment.

- 5.4 In the event of a Default subject to Paragraph 5.3, the Concessionaire shall be responsible for all costs and expenses howsoever arising in connection with the preparation, agreement, implementation and ongoing delivery and management of any Contract Change required pursuant to Paragraph 5.3 (including any increase in overheads or other ongoing charges, costs or expenses connected with the provision of the Services).

6 Concessionaire's Right of Approval

- 6.1 Following an Impact Assessment, if:
- (a) the Concessionaire reasonably believes that any proposed Contract Change which is requested by TTL would:
 - (i) materially and adversely affect the risks to the health and safety of any person; and/or
 - (ii) require the Services to be performed in a way that infringes any Law; and/or
 - (b) the Concessionaire demonstrates to TTL's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Concessionaire Solution nor the Services Description state that the Concessionaire does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Concessionaire shall be entitled to reject the proposed Contract Change and shall notify TTL of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.3.

7 Fast-Track Changes

- 7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above in Paragraphs 3, 4, 5 and 6.
- 7.2 If 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 3, 4, 5 and 6 but with reduced timescales, such that 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.
- 7.3 The Parties may agree in writing to revise the parameters set out in Paragraph 7.2 from time to time.

8 Operational Changes

- 8.1 Any Operational Changes may be implemented by the Concessionaire without following the Change Control Procedure provided they do not:
- (a) have an impact on the business of TTL or any member of the TfL Group;
 - (b) require a change to this Agreement;
 - (c) result in TTL paying any additional Charges or other costs or incurring any additional liability under this Agreement; and
 - (d) result in any change to the Fees and/or any Revenue Share Percentage.
- 8.2 TTL may request that the Concessionaire suspends the implementation of any Operational Changes during a certain period (as determined by TTL) (an "**Operational Change Freeze Period**").
- 8.3 TTL shall endeavour to notify the Concessionaire of an Operational Change Freeze Period no later than three (3) months prior to the commencement date of the Operational Change Freeze Period.
- 8.4 Notwithstanding Paragraphs 8.1 to 8.3, the Concessionaire shall:
- (a) suspend the implementation of any Operational Changes during an Operational Change Freeze Period in accordance with requirement CMT3(b) of Schedule 2.1 (Services Description); and/or
 - (b) delay the implementation of any Operational Changes in accordance with requirement CMT3(c) of Schedule 2.1 (Services Description).

9 Communications

- 9.1 For any Change Communication to be valid under this Schedule, it must be sent to either the TTL Representative or the Concessionaire Representative, as applicable. The provisions of Clause 49 (Notices) shall apply to a Change Communication as if it were a notice.

Annex 1 – Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
CONCESSIONAIRE REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

Annex 2 – Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO [CHARGES/FEEES/ANY REVENUE SHARE PERCENTAGE] RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL [CHARGES/FEEES/COSTS] AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF TTL:		SIGNED ON BEHALF OF THE CONCESSIONAIRE:
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date: