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# **Greater London Authority (GLA)**

## **Road User Charging Appeal Service**

### **Appendix 8 –**

#### **Change Control Request Procedure**

#### **Statement of Requirements**

## **1. Introduction**

1.1. This Schedule sets out the:

- processes for requesting, considering and implementing Changes;
- types and categories of Change;
- basis of funding Changes made as a result of a Change in Law;
- form to be used when ordering Additional Services; and
- basis for pricing the Service Provider's charges in respect of Changes.

1.2. In respect of changes to the Services or the Appeal Service System(s) which are not Changes, the Service Provider shall comply with Clause 31 (*Contract Variation*).

1.3. The Service Provider shall use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to GLA (whether in terms of a reduction in Service Charges and/or an improvement in the Services).

## **2. Change Manager**

2.1. GLA and the Service Provider shall each appoint a Change Manager to manage and act as the single point of contact for the other Party in relation to Changes under this Change Control Request Procedure.

2.2. The Change Managers shall be responsible for managing Change Control Requests and escalating such requests as appropriate.

2.3. The Service Provider shall not, in relation to a Change, be entitled to charge any costs in respect of change resources which have already been included within or forming part of the any baselined pricing of the Service Charges.

## **3. Types of Change, Parameter Change and Additional Services**

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

- a General Change, which GLA or the Service Provider shall be entitled to propose, as applicable;
- an Emergency Change, which GLA shall be entitled to propose;
- a Mandatory Change, which GLA shall be entitled to require;
- a Parameter Change, which GLA shall be entitled to require in the following provisions:

- Notwithstanding any other provision in this Appendix, to the extent that a Change is, or involves, a Parameter Change, the Service Provider shall make such Parameter Change; provided GLA or the Chief Adjudicator has requested such Parameter Change in writing without the Parties completing a Change Control Request, Impact Assessment or Change Authorisation in respect of such Parameter Change;
  - within one (1) Working Day or at such other time specified by GLA; and
  - at no cost to GLA,

irrespective of whether there are associated Changes which need to be considered and implemented.

- 3.2. GLA may be entitled to require the Service Provider to provide Additional Services from time to time. The process for documenting the terms and conditions of the Additional Services to be provided shall be conducted as a General Change.

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

- 4.1. The Change Process shall follow the broad procedure set out below:

- Either party shall informally discuss any proposed Changes with the other party. (This may require further discussions to take place for example with TfL and their contractors, the Chief Adjudicator and or other Third Parties)
- The Change shall be developed and agreed informally; included within this shall be the scope of the Change, review timetable and dates of implementation.
- The Change shall then be formally proposed in writing to the other party for impacting. In the case of the Service Provider this will be against existing Services and Appeals Service System(s) and for GLA this may be for referral to TfL against its Services and Service Providers.
- The parties shall agree the full details of the Change.

- 4.2. The Change itself shall be managed through regular Contract Review Meetings.

- 4.3. At each Contract Review Meeting, GLA and the Service Provider shall ensure that the appropriate parties are present to discuss and progress the Change. This shall include:

- a complete list and detailed descriptions of all outstanding issues relating to the Change,
- its current status;
- progress against any plan / testing;
- target completion barriers; and

- any other information or details as each party may reasonably request in advance.
- 4.4. The Contract Review Meeting Group shall conduct discussions relating to the Change in good faith and shall prioritise Changes as GLA may require, acting reasonably.

## **5. Change Requests**

- 5.1. Where the Change has been agreed informally the requesting party should submit a Change Control Request Form as set out in Annex A.
- 5.2. In relation to any Restricted Change, the Service Provider shall comply with the requirements of section 5 of this appendix.
- 5.3. Until such time as a resultant amendment to the Agreement is authorised in accordance with the Change Control Request Procedure, the Service Provider and GLA shall, unless otherwise required under this Appendix or agreed in writing, continue to perform their respective obligations under this Agreement as if the Change giving rise to such amendment had not been requested.
- 5.4. Any discussions which take place between GLA and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Agreement shall be without limitation to the obligations, and without prejudice to the rights or remedies, of each Party under this Agreement (and, in the case of rights and remedies, under common law or in equity).
- 5.5. The Service Provider shall not commence any new work in connection with Changes (or any other piece of work) until a Change Authorisation has been issued pursuant to the provisions of this Appendix . The Service Provider agrees that it shall not be relieved of any of its obligations as a result of GLA considering or refusing any Change Control Request nor shall GLA's rights or remedies (under this Agreement, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal.
- 5.6. Any issue or Dispute in relation to a Change Control Request shall be resolved in accordance with the Dispute Resolution Procedure.

## **6. Authorisation Limits**

- 6.1. The prescribed limits and authorisations for executing Change Authorisations shall be determined and notified by each party when the respective values of the Change are known.
- 6.2. The Service Provider shall accept a copy of the Change Authorisation, signed as appropriate as formal authorisation to proceed with a Change.
- 6.3. For the purposes of this section, a reference to an Authorised Signatory of GLA shall include such nominee as may be notified by GLA to the Service Provider from time to time.

## **7. Milestones, Testing and Payment**

- 7.1. GLA shall be entitled to specify in the Change Control Request specific 'Milestones' and associated 'Milestone Acceptance Criteria' for the proposed Change.
- 7.2. All Testing of Changes shall be conducted in accordance with and subject to the provisions of any specified testing and the principles of Appendix 9 Testing Regime and Milestones and Deliverables set out in the Change.
- 7.3. Until such time as all Testing in relation to the Change and any testing and other completion criteria reasonably required by GLA to demonstrate the implementation of the Change has been successfully completed in accordance with any testing provisions and Milestone Deliverables:
  - GLA shall be under no obligation to commence payment in respect of the relevant Change;
  - in respect of a Change to the Appeal Service System(s), the Service Provider shall ensure that such Change shall not (in whole or in part) be used in the live operation of the Appeal Service System(s) (unless otherwise agreed in writing by GLA, for example in relation to an Emergency Change).

## **8. Charging for Changes**

- 8.1. The pricing of any Change shall be discussed and agreed as part of the discussions to agree the Change.
- 8.2. Subject to the provisions of this Appendix, on issue by GLA of a relevant Change Authorisation and the production of any agreed documentation such as test plans, the payment of the associated One-off Charge or the associated adjustment to the payment of the Service Charges impacted shall, if appropriate, be made in accordance with the payment terms specified in that Change Authorisation.

## **9. General Change Provisions to be considered**

- 9.1. The General Change provisions to be considered are set out below. This is not an exhaustive list but should be considered by the parties as part of the Change Request Process:
  - sufficient details of the Change (including an estimate of the costs or savings of implementing the Change and the effect of the Change on the Service Charges) to enable GLA to evaluate such Change;
  - impact on the Services, Appeal Service System(s) and Interfaces;
  - the proposed inclusion of any Software, or any Supplier Materials in the Source Systems;
  - information of Interfaces and Interface Specifications in connection with the proposed Change;

- a detailed cost/benefit and risk/reward analysis of the Change;
- any amendment to the requirements under the Service Level Agreement as necessary to reflect the Change;
- any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the Change on:
  - the provision of the Services or the Service Provider's ability to comply with its obligations under this Agreement;
  - any Milestone Dates which will be required;
  - the Planned Operational Commencement Date (if appropriate);
  - the Requirements;
  - the Service Provider's Solution; and / or
  - the Service Systems and/or the systems of Other Service Providers and/or Third Parties, as applicable;
- the proposed timescale for implementation of the Change and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the Change;
- the details of any date or dates by which any decision by GLA is critical;
- an outline of the Service Provider's detailed obligations;
- any related Test or Implementation Plans required;
- the programme for implementing the Change and any clear Milestones;
- the date that the Change will take effect; and
- any proposed date for acceptance; and
- any Parameter Changes forming part of the Change.

## **10. Change Objections**

- 10.1. The Service Provider shall only be entitled to object to a Change Request relating to a General Change to the extent it can demonstrate to GLA's reasonable satisfaction that the General Change would, if implemented, contravene any Law.
- 10.2. The Service Provider's objections to a proposed Change should be evident through the process at section 4. Otherwise objections shall be dealt with by discussion between the parties through the Contract Review Meeting. If agreement cannot be reached, the Service Provider should submit a written 'Objection Notice', and the question of validity of the Objection Notice shall be resolved in accordance with the Dispute Resolution Procedure; and

- 10.3. If GLA agrees with the objections in the Objection Notice and this is notified to the Service Provider in writing, or it is determined by the Dispute Resolution Procedure that the objections in the Objection Notice are valid, the relevant Change Control Request shall be deemed to be withdrawn.
- 10.4. If, following receipt of an Objection Notice, it is agreed in writing by the Parties or determined by the Dispute Resolution Procedure that the objections in an Objection Notice are not valid the Service Provider shall progress the change in the timeframes set out or agreed by the parties.

## **11. General Change Proposed by the Service Provider**

- 11.1. The Service Provider shall be entitled to request General Changes in accordance with this Appendix.
- 11.2. In relation to such requests, unless and until a written Change Authorisation has been issued by GLA and accepted by the Service Provider, the Service Provider shall, unless otherwise expressly agreed in writing by GLA, continue to provide the Services in accordance with the existing terms of this Agreement.
- 11.3. For the avoidance of doubt, GLA shall not be required to pay the Service Provider any amounts (including costs and expenses), which the Service Provider may have incurred in the preparation of the Change Request or any wider Assessment required or raised in accordance with this Appendix.

## **12. Emergency Change**

- 12.1. The GLA shall be entitled to request an Emergency Change. If an Emergency Situation requiring the implementation of an Emergency Change comes to the attention of the Service Provider, or if the Service Provider believes that an Emergency Situation is shortly to occur, it shall promptly inform GLA in writing.
- 12.2. If GLA considers that an Emergency Change is required, whether or not the situation has been brought to its attention by the Service Provider, GLA shall be entitled to serve on the Service Provider a Change Control Request relating to such Emergency Change which shall set out the following to the extent possible given the circumstances:
  - without fettering the discretion of The GLA, an explanation of the Emergency Situation that has arisen and the consequent need for an Emergency Change including such level of detail as GLA considers appropriate in the circumstances; and
  - a description of the proposed Emergency Change including details of any required Changes to the Services and the actions that GLA requires the Service Provider to take.
- 12.3. Upon receipt by the Service Provider of a Change Control Request relating to an Emergency Change, the Service Provider shall as soon as practicable, having regard to the urgency of the circumstances and in any event within Two (2) Working Days, or such longer period as the Parties may agree in writing, following such receipt:

- carry out such acts as are necessary and/or as GLA may direct to implement the relevant Emergency Change, provided that the Service Provider shall not be obliged to carry out any acts to the extent the Service Provider can demonstrate to GLA's reasonable satisfaction that any such acts would, if implemented, contravene any Law;
- notify GLA of the action that the Service Provider is taking in sufficient detail to enable The GLA to evaluate the 'Impact Assessment' provided;
- provide GLA with an Impact Assessment in relation to the Emergency Change setting out the Service Provider's;
  - reasonable proposals in relation to any One-off Charge or adjustment to the Service Charges required as a result of the Emergency Change;
  - opinion on any anticipated impact of the Emergency Change on the provision of the Services;
  - any action that has been taken by the Service Provider prior to the issue of the Impact Assessment to implement the Emergency Change;
  - an indication of the costs that prior to the issue of the Impact Assessment have been incurred by the Service Provider in implementing the Emergency Change and an indication of the total value of Sub-Contracts entered into by the Service Provider in relation to such Emergency Change to and to the extent those amounts might become payable by GLA, together with such supporting information as GLA may reasonably require; and
  - all the opinions and information which the Service Provider may be required to provide for any change (which shall apply to such Impact Assessment *mutatis mutandis*), to the extent that such information is relevant to the Emergency Change, including a reconciliation of the proposals with the actions taken, costs incurred and payments made to date.

12.4. Within three (3) Working Days of receipt by GLA, and having regard to the urgency of the situation, the Service Provider and GLA shall discuss, further develop and finalise, on a fair and reasonable basis (including as regards payment), the matters set out while having regard to any action taken and costs incurred by the Service Provider and any further payments made by The GLA since its issue.

12.5. If the Service Provider and GLA cannot agree the matter shall be determined in accordance with the Dispute Resolution Procedure.

12.6. GLA may as a result :

- issue to the Service Provider a Change Authorisation requiring the Service Provider to continue to implement the Emergency Change in accordance with the relevant Impact Assessment; or

- instruct the Service Provider to cease the implementation of the Emergency Change (as applicable) and notify the Service Provider that GLA is withdrawing the Change Control Request in respect of that Emergency Change.
- 12.7. The Service Provider shall at all times carry out the implementation of an Emergency Change in accordance with this section and GLA's directions, notwithstanding that the price (if applicable) or any other details contained in the relevant Impact Assessment have not been agreed or determined.
- 12.8. Upon the receipt of any Change Authorisation in respect of an Emergency Change, the provisions of section 8 shall apply to such Change Authorisation.

### **13. Mandatory Changes**

- 13.1. The GLA shall be entitled to require a Mandatory Change in accordance with this section. If the Service Provider reasonably believes that a Mandatory Change is required at any time it shall promptly inform The GLA in writing (but The GLA shall be under no obligation to approve such change).
- 13.2. Subject to paragraph this section:
- the provisions of this Appendix shall apply in respect of any Mandatory Change required as a result of a Change in Law, mutatis mutandis, provided always that:
  - where a Mandatory Change is required as a result of a Change in Law, the provisions of the section 'Costs of Changes in Law' shall apply in addition to the provisions of this paragraph; and
  - in addition to the provisions of this Appendix , the Service Provider shall be required at the same time to provide evidence where possible to The GLA of how the relevant Change in Law has affected prices charged or costs incurred by contractors providing services similar to the Services, including (where relevant) any Sub-Contractors; and
  - The provisions of this Appendix shall apply in respect of any other Mandatory Change, mutatis mutandis, subject to any different timeframes specified by The GLA in the relevant Change Control Request.
- 13.3. The Service Provider shall carry out such acts as are necessary and/or as The GLA may direct to implement a Mandatory Change in accordance with The GLA's directions, notwithstanding that the price or any other details contained in the Change have not been agreed or determined.

### **14. Costs of Changes in Law**

- 14.1. Each Party shall be responsible for its own costs in complying with their obligations under this Agreement incurred as a result of, or in relation to, a Change in Law except to the extent set out below.
- 14.2. The Service Provider shall be entitled to payment by The GLA in accordance with the other provisions of this Schedule in respect of the costs of complying with any

Change in Law where such Change in Law affects (without exception) a Scheme which constitutes:

- an amendment, alteration or modification to or repeal of an existing Scheme Order (or any elements thereof);
- the introduction of any new Scheme Order (or any elements thereof)
- the judgment of a competent court which changes a binding precedent or the interpretation of any Scheme Order;
- the suspension of any Scheme Order;
- the introduction of or amendment to any The GLA policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes; or
- the introduction of any Law, the terms of which apply expressly to either: (i) the Schemes and not to other schemes; and/or (ii) providers of road user charging enforcement or traffic enforcement services and not to other persons,
- AND which constitutes a change to the Services (or the scope thereof)

but EXCLUDING the costs of complying with any such Change in Law:

- except in relation to the circumstances referred to in paragraph 13.2(F)(ii), to the extent that such types of costs are incurred by businesses other than that of the Service Provider (including without limitation by virtue of their location and/or their means of operation);
- to the extent that such costs are already taken account of in the relevant Milestone Payments and/or Service Charges and/or other sums payable to the Service Provider under this Agreement;
- where such Change in Law was otherwise foreseeable as at the date of this Agreement including the implementation in the UK of the Data Protection Directive (except to the extent that any resulting costs relate to the implementation and/or operation of Additional Services); and/or
- in respect of which payment is otherwise expressly prohibited under this Agreement.

## **15. Restricted Changes**

- 15.1. In the event that any Change or Additional Service involves or may involve the provision of the Services or part of the Services in any way on or from any site, premises, facility, location or jurisdiction other than the Premises or by any Third Party other than a Sub-Contractor registered in a jurisdiction in which a current Sub-Contractor operates (or an employee of such a Sub-Contractor) or a Key Sub-Contractor, including without limitation in respect of all design, build, laboratory certification, application development or coding, testing, acceptance, support, maintenance or other Services, (a “Restricted Change”), the Service Provider shall ensure that the Change request includes the information set out

below in addition to any other requirements set out in this Appendix. The Service Provider shall ensure that a copy of any Impact Assessment (as applicable) is provided to “The GLA ” at the address specified in (or pursuant to) Clause 35 (Notices).

15.2. The information referred to above in respect of a Restricted Change is as follows:

- the jurisdiction on or from which those Services are proposed to be provided;
- any proposed Sub-Contractor, which the Service Provider agrees may be classified by The GLA (at The GLA’s absolute discretion) as a Key Sub-Contractor in connection with those Services including without limitation in order to flow down certain provisions of this Agreement to the Key Sub-Contract and for that Key Sub-Contract to be subject to a collateral deed.
- a summary of the differences between the Law applicable in the United Kingdom and the Law (if any, or a statement that no relevant Law is in force) in the proposed jurisdiction relating to:
  - the protection and enforcement of Intellectual Property Rights in connection with this Agreement;
  - confidentiality or trade secrets and security in connection with this Agreement;
  - data protection or privacy in connection with this Agreement;
  - employment, employees, benefits and pensions as they relate to Personnel of the Service Provider or a Sub-Contractor or any rights, obligations or entitlements arising from the TUPE Regulations or any comparable or similar Laws; and
  - other items which the Service Provider considers to be relevant Laws or regulations, guidance, codes or standards in line with Good Industry Practice in connection with this Agreement;
- the names, positions and brief details of Personnel who require access to or may generate or develop Confidential Information or Intellectual Property Rights of The GLA (or third party licensors of The GLA) and proposed processes, procedures and other methods of restricting or limiting access to that Confidential Information or those Intellectual Property Rights;
- the Service Provider’s proposals in respect of avoiding (where possible) and reducing any impact or possible impact of the Change or Additional Services on the rights and remedies of The GLA, TfL and any New Service Provider, any Other Service Provider or other Third Party under this Agreement. the cost savings or reduction in Service Charges available to The GLA (on an ‘open book’ basis taking into account any additional risk to The GLA in connection with the proposed Change or Additional Services; and
- any other impact or possible impact, which the Service Provider can reasonably be expected to be aware of at the time, of the Change or

Additional Services including without limitation geo-political issues or governmental regimes in the proposed jurisdiction, language, infrastructure, telecommunications, time zones, any other means of communication, Personnel issues, or any other obligations of the Service Provider under this Agreement.

- 15.3. The GLA agrees that nothing set out in this section is intended to oblige the Service Provider to provide formal local law legal advice and such information, which shall be given in good faith, shall not constitute binding and comprehensive legal advice. The GLA shall, if thought appropriate by The GLA, seek such advice in accordance with its internal requirements.
- 15.4. The Service Provider agrees that The GLA may, in relation to any Restricted Change, request additional terms and conditions in connection with the Restricted Change which the Parties may agree prior to the Change Authorisation, including without limitation terms and conditions which the Service Provider shall impose upon any Sub-Contractor (or shall require a Sub-Contractor to impose on its Sub-Contractors and so on) by agreement in writing between the Service Provider and the Sub-Contractor (or, if applicable, the Sub-Contractor and its Sub-Contractor, and so on).
- 15.5. The Service Provider shall ensure that no Restricted Change is made or commenced in any way without a Change Authorisation having been issued pursuant to the provisions of this Schedule and the Service Provider agrees that any Change Authorisation in connection with any Restricted Change shall be subject to the approval of The GLA by way of express authorisation and signature on the Change Authorisation by The GLA, and any Change Authorisation involving any Restricted Change shall have no effect unless such express authorisation has been included on that Change Authorisation. This paragraph is without limitation to the provisions of section 4.13 of this Appendix.

## **16. Open Source Software**

- 16.1. In the event that any Change or Additional Service involves any Software licensed under an Open Source Licence, the Service Provider shall ensure that the Initial Response or Impact Assessment (as applicable) includes a technical description of that Software (and its proposed interfaces (if any) with The GLA's and/or the Other Service Providers' Systems) and the terms and conditions of the Open Source Licence in addition to any other requirements (and the Service Provider shall ensure that a copy of that Initial Response or Impact Assessment (as applicable) is provided to GLA at the address specified in (or pursuant to) Clause 35 (Notices) including without limitation for review of the Open Source Licence).
- 16.2. The Service Provider agrees that the provisions of this section shall apply (amended mutatis mutandis) in relation to Software licensed under an Open Source Licence.

## Annex A Form of Change Control Requests

### Request For Change – Applicable to All Change Control Requests

GLA Appeal Service CHANGE CONTROL REQUEST (please attach any supporting documentation)				
<b>The GLA Budget Code</b> (allocated by The GLA)		<b>CCR No.</b> (allocated by The GLA Change Manager)		<b>CCR Version No.</b> (allocated by The GLA Change Manager)
<b>Change Title</b>				
<b>Originating Organisation/Team</b>	<b>Work Area(s) Affected</b>	<b>Project ID No.</b>	<b>No. of Attachments</b>	
<b>Contract requirement or contract reference amended by this change</b>				
<b>Description of proposed change</b> (assumption, requirement, procedure, programme)				
<b>Acceptance Criteria</b> (factors to be tested at acceptance stage)				
<b>Parties consulted</b> (internal and external individuals / groups)				
<b>Reason for change</b> (legislation, drivers, objectives, success criteria)				
<b>Potential Benefits</b> (include cost savings, benefits to other work areas, improved customer satisfaction)				
<b>Date that change is required</b> (provide a calendar date if possible and the effect if this date is not met)				
<b>Potential Impact on Third Parties</b> (e.g. change to interface with, joint testing with, test data needed)				
<b>Alternatives considered</b> (including “do nothing” scenario)				
<b>Impact Assessment Requirements</b> (specific, in addition to cost, programme, technical, operational)				
<b>Other Work Areas Consulted</b> (originator to complete – give details of impact or state “no impact”) Originator to liaise with other business areas as necessary to complete this section of the CCR form Assessing organisation to consider all work areas in their Impact Assessment, even if no impact identified here				
<b>1. Connected Third Parties (include date &amp; ID number of CCR raised)</b>				
<b>2. Information Governance</b>				
<b>3. IT Assessment</b>				
<b>4. The GLA</b>				
<b>5. Finance</b>				
<b>6. Other – Please Specify</b>				
<b>CCR Sign Off</b>	<b>Originator</b>		<b>Date</b>	
	<b>The GLA Team Leader</b>		<b>Date</b>	
	<b>The GLA IT Manager</b>		<b>Date</b>	
	<b>The GLA Change Man.</b>		<b>Date</b>	