



SCHEDULE 6.2
CHANGE CONTROL PROCEDURE

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SCHEDULE 6.2 – CHANGE CONTROL PROCEDURE

1. BACKGROUND

- 1.1 This Schedule 6.2 sets out the procedure for dealing with Contract Changes.
- 1.2 The following Contract Changes may be agreed by the Parties in writing without recourse to the Change Control Procedure:
 - 1.2.1 any change to the Implementation Plan which does not require a change to any Milestone, Milestone Date or Milestone Achievement Criteria;
 - 1.2.2 any Solution Change; and
 - 1.2.3 any Critical Change,provided that each Party shall be responsible for its own costs and expenses incurred in connection with the agreement of such Contract Changes.
- 1.3 Any Solution Changes shall be dealt with by the procedure set out in paragraph 7 of this Schedule 6.2.
- 1.4 Any Critical Changes shall be dealt with by the procedure set out in paragraph 8 of this Schedule 6.2.
- 1.5 Any proposed change to the Implementation Plan, whether proposed by the Authority or the Supplier, that affects any Milestone, Milestone Date or Milestone Achievement Criteria must follow the Change Control Procedure.
- 1.6 The Authority may require that any matter proposed as a Solution Change or Critical Change is processed using the Change Control Procedure.

2. CHANGE REQUESTS

- 2.1 Subject to the remainder of this paragraph, either Party may issue a Change Request to the other Party at any time during the Term by completing Part 1 of the Change Form set out in the Appendix. Save where such a requirement would reasonably involve undue delay in progressing the Contract Change concerned, proposed Contract Changes should be subject to reasonable consideration through the governance arrangements provided under Schedule 6.1 (Governance) prior to issue of a Change Request.
- 2.2 If the Supplier issues a Change Request, it shall also provide a Change Impact Assessment (by completing Part 2 of the Change Form set out in the Appendix) to the Authority as soon as reasonably practicable but in any event within five (5) Working Days of the date of issuing the Change Request. The Supplier shall provide such further information and revised versions of each Change Request and/or Change Impact Assessment and within such timescales as the Authority may reasonably require.
- 2.3 Subject to paragraph 2.4, if the Authority issues a Change Request the Supplier shall provide a Change Impact Assessment to the Authority as soon as reasonably practicable but in any event by the date specified by the Authority in the Change Request (or if no date is specified within ten (10) Working Days of receipt of the Change Request).
- 2.4 If the Supplier considers (acting reasonably) that a Change Impact Assessment in respect of an Authority issued Change Request would require more than three (3) FTE Working Days of Supplier Personnel time to prepare, the Supplier shall instead (within five (5) Working Days of receipt of the Change Request) identify to the Authority in writing the cost and timescale for preparing and

providing the corresponding Change Impact Assessment. If the Authority wishes to proceed with that Change Request:

2.4.1 it shall inform the Supplier in writing of this; and

2.4.2 the Supplier shall provide the Change Impact Assessment in the timescale and at the cost of the Authority as identified above by the Supplier.

2.5 If the Supplier requires any reasonable clarification in relation to a Change Request before it can deliver a Change Impact Assessment, it shall as soon as reasonably practical notify the Authority and the Authority shall respond to the request for clarification as soon as is reasonably practicable (a corresponding extension of applicable timescales under this Schedule shall apply in those circumstances).

3. CHANGE IMPACT ASSESSMENT

3.1 Each Change Impact Assessment shall include:

3.1.1 proposed drafting changes to this Contract, provided that any proposed change:

(a) to any Milestone Payment shall be supported by equivalent financial information as that provided in respect of the existing Milestones;

(b) shall take into account any proposed drafting changes set out in the Change Request where submitted by the Authority;

3.1.2 an assessment of the impact of the proposed Contract Change on:

(a) the delivery and receipt of the Deployed Services;

(b) the Supplier Solution;

(c) the Supplier's ability to meet its other obligations under this Contract;

(d) any other matter requested by the Authority at the time of the assessment, or considered by the Supplier to be relevant;

3.1.3 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;

3.1.4 for the purpose of paragraph 1, an assessment of reasons why the proposed Contract Change should not reasonably be made to the Template Call Off Contract so as to apply to future broadband projects.

3.2 If the proposed Contract Change has no impact of the kind described in paragraph 3.1.2 the Supplier shall provide a statement of this fact in the Change Impact Assessment.

3.3 The Authority shall review each Change Impact Assessment and as soon as reasonably practicable shall respond to the Supplier in accordance with paragraph 4.

4. AUTHORITY'S RIGHT OF APPROVAL

- 4.1 The Authority shall review each Change Request and/or Change Impact Assessment and as soon as reasonably practicable shall do one of the following:
 - 4.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 4.2;
 - 4.1.2 reject the Contract Change (providing reasons for the rejection), in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent the Contract Change is necessary for the Supplier or the Deployed Services to comply with any Change in Law.
 - 4.1.3 require the Supplier to modify the Change Request and/or Change Impact Assessment) in which case the Supplier shall, as soon as practicable, submit a modified proposal for consideration by the Authority which takes the Authority's comments into account. The Authority shall have the approval rights set out in this paragraph 4.1 in respect of each modified Change Request and Change Impact Assessment and any subsequent version required by the Authority.
- 4.2 If the Authority approves a Contract Change pursuant to paragraph 4.1.1 and it has not been rejected by the Supplier in accordance with paragraph 5, it shall notify the Supplier and the Parties shall execute a Change Authorisation (by completing Part 3 of the Change Form set out in the Appendix) within three (3) Working Days. Upon the execution by both Parties, a Change Authorisation shall constitute a binding variation to this Contract.
- 4.3 Until such time as a Change Authorisation has been signed by both Parties in accordance with paragraph 4.2, unless the Parties (acting reasonably having regard to the nature of the proposed Contract Change) agree otherwise in writing the Supplier shall continue to supply the Deployed Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply.

5. SUPPLIER'S RIGHT OF REJECTION

- 5.1 The Supplier shall be entitled to reject a proposed Contract Change only if, following a Change Impact Assessment, the Supplier reasonably believes that the proposed Contract Change would:
 - 5.1.1 require the Deployed Services to be performed in a way that infringes any Law; and/or
 - 5.1.2 subject to paragraph 5.2, materially and adversely impact:
 - (a) the Supplier's ability to fully deliver the Deployed Services; and/or
 - (b) the commercial risk profile underpinning the Deployed Services,provided the Supplier can demonstrate to the reasonable satisfaction of the Authority that such impact cannot be addressed by the Parties as part of the relevant Contract Change,in which case the Supplier shall provide written notice to the Authority which sets out the Supplier's rationale and supporting information for its proposed rejection.

- 5.2 Paragraph 5.1.2 shall not permit the Supplier to reject any proposed Contract Change to the extent the Contract Change is necessary for the Authority to comply with any change in Law (recognising that in respect of Specific Changes in Law, reasonable commercial terms shall be agreed by the Parties in order to account for such change).

6. FAST-TRACK CHANGES

- 6.1 The Parties acknowledge that in order to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out in this Schedule 6.2. If the Parties agree in writing that such circumstances apply in relation to a proposed Contract Change then the Parties shall agree an accelerated timetable for the steps described in this Schedule 6.2 in order to effect the Contract Change.

- 6.2 If both parties agree in relation to a proposed Contract Change that:

- 6.2.1 the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Agreement; and
- 6.2.2 the total number of Contract Changes in relation to which this fast track procedure has been applied does not exceed six in any 12 month period (or such higher number as the Authority may from time to time agree in writing); and
- 6.2.3 the value of the proposed Contract Change does not exceed £20,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2 - 5 above but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of 10 Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

- 6.3 The parameters set out in paragraph 6.1 may be revised from time to time by agreement between the parties in writing.

7. SOLUTION CHANGE PROCEDURE

- 7.1 Any changes identified by the Contractor to improve the technical characteristics or operational efficiency of the Supplier Solution may be implemented by the Contractor without following the Change Control Procedure provided they do not:

- 7.1.1 have an impact on the Authority, including having any adverse effect of the meeting by the Supplier Solution of the Service Requirements;
- 7.1.2 require any other change to the Agreement;
- 7.1.3 have a direct adverse impact on the use or receipt of the Services; or
- 7.1.4 involve the Authority in paying any additional Milestone Payments or other costs.

- 7.2 The Authority may request a Solution Change by submitting a written request for Solution Change ("**RFSC**") to the Contractor Representative.

- 7.3 The RFSC shall include the following details:

- 7.3.1 the proposed Solution Change; and
- 7.3.2 time-scale for completion of the Solution Change.

- 7.4 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Solution Change.
- 7.5 The Contractor shall complete the Solution Change by the timescale specified for completion of the Solution Change in the RFSC, and shall promptly notify the Authority when the Solution Change is completed.

8. CRITICAL CHANGE PROCEDURE

- 8.1 Any Critical Change recommended by the JOC shall take priority over any other Contract Changes and shall either follow the Change Control Procedure or any procedure recommended in writing by the JOC.
- 8.2 Any Critical Change must be in writing signed by the Authority Representative and the Contractor Representative on behalf of the JOC and must set out:
 - 8.2.1 the proposed Critical Change;
 - 8.2.2 the time-scale for completion of the Critical Change;
 - 8.2.3 the justification for the classification of the change as a Critical Change; and
 - 8.2.4 any procedure recommended by the JOC pursuant to clause 8.1.

9. COSTS

- 9.1 Subject to:
 - 9.1.1 those costs for preparation of a Change Impact Assessment payable by the Authority pursuant to paragraph 2.4 above; and
 - 9.1.2 paragraph 9.2,each Party shall be responsible for its own costs and expenses incurred in compliance with this Schedule 6.2 including the preparation and assessment of all Change Forms.
- 9.2 Without prejudice to any right a Party may have to recover costs incurred in respect of an Indemnified Claim, a Party's reasonable costs incurred in respect of any use of this Change Control Procedure as a result of any Default by the other Party shall be paid for by the Party in Default.

APPENDIX – CHANGE FORM

Appendix 1

Change Request Form

| | | |
|--|-------------------|-----------------|
| CR NO.: | TITLE: | TYPE OF CHANGE: |
| PROJECT: | REQUIRED BY DATE: | |
| ACTION: | NAME: | DATE: |
| RAISED BY: | | |
| AREA(S) IMPACTED (OPTIONAL FIELD): | | |
| ASSIGNED FOR IMPACT ASSESSMENT BY: | | |
| ASSIGNED FOR IMPACT ASSESSMENT TO: | | |
| SUPPLIER REFERENCE NO.: | | |
| FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE: | | |
| DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS: | | |
| REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE: | | |
| SIGNATURE OF REQUESTING CHANGE OWNER: | | |
| DATE OF REQUEST: | | |

Appendix 2

Impact Assessment Form

| | | |
|--|-------------------|--------------|
| CR NO.: | TITLE: | DATE RAISED: |
| PROJECT: | REQUIRED BY DATE: | |
| DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES: | | |
| PROPOSED ADJUSTMENT TO THE MILESTONE PAYMENTS RESULTING FROM THE CONTRACT CHANGE: | | |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS): | | |
| DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS: | | |
| DETAILS OF ANY SERVICE LEVELS AFFECTED: | | |
| DETAILS OF ANY OPERATIONAL SERVICE IMPACT: | | |
| DETAILS OF ANY INTERFACES AFFECTED: | | |
| DETAILED RISK ASSESSMENT: | | |
| RECOMMENDATIONS: | | |

Appendix 3

Change Authorisation

| | | |
|--|-----------------|-------------------------------------|
| CR NO.: | TITLE: | DATE RAISED: |
| PROJECT: | TYPE OF CHANGE: | REQUIRED BY DATE: |
| [KEY MILESTONE DATE: <i>[if any]</i>] | | |
| DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES: | | |
| PROPOSED ADJUSTMENT TO THE MILESTONE PAYMENTS RESULTING FROM THE CONTRACT CHANGE: | | |
| DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS): | | |
| SIGNED ON BEHALF OF THE AUTHORITY: | | SIGNED ON BEHALF OF THE CONTRACTOR: |
| Signature: _____ | | Signature: _____ |
| Name: _____ | | Name: _____ |
| Position: _____ | | Position: _____ |
| Date: _____ | | Date: _____ |

Appendix 4

Request for Solution Change

