

## Schedule 6: Change Control

### 1 Principles

Where the BBC or the Service Provider considers there to be a need for a Change (which term includes modification) to the Contract the BBC may at any time request, and the Service Provider may at any time recommend, such Change and propose an amendment to the Contract in accordance with the Change Control Procedure as set out in paragraphs 3 and 4.

### 2 General Principles

This Schedule sets out the procedure for dealing with Changes. The parties acknowledge in this respect that:

- (a) it is their intention to operate a Change Control Procedure that does not cause unnecessary administrative burdens on either party and which recognises the cooperative nature of the relationship established between the parties and as such they will always work together in order to implement Changes in a spirit of co-operation and mutual trust; and
- (b) nothing set out in this Schedule 6 is intended to or will limit the right of the BBC to receive a reduction in Service Charges, or request a reduction in Services required, or for the Service Provider to receive an increase in Service Charges, as a result of a Change if so agreed in the Change Control Procedure.
- (c) For the avoidance of doubt, notwithstanding the provisions of Clause 8.2, the Service Provider will not be entitled to refuse any Changes that the BBC requests the Service Provider to make to reflect the BBC Policies. Any such Changes will include agreement on the timescale for implementation of and adherence to the new or amended BBC Policy.
- (d) The costs of all Changes will be considered in accordance with paragraph 5 of Schedule 5 (**Service Charges**).
- (e) If the BBC requires any Additional Services it will request such Additional Services in accordance with the Change Control Procedure and such Additional Services will be treated as a Change for the purpose of this Schedule 6 (**Change Control Procedure**).
- (f) The BBC and the Service Provider will discuss any Changes proposed by either party in accordance with Schedule 3 (**Governance**).
- (g) The terms of any Change will be agreed between the parties.

- (h) The Service Provider will ensure that it designates sufficient resources to implement any Changes to the Services in a timely manner and in accordance with the Change Control Procedure.

### 3 Procedure for Change Requests

- (a) Where a Change is sought by the BBC, the BBC will submit a Change Request to the Service Provider. The Service Provider will, unless otherwise agreed, submit a Change Control Notice ("**CCN**") in the form set out in the Appendix to this Schedule 6 to the BBC within ten (10) Working Days of receipt of the Change Request or such longer period as is agreed. If the Service Provider requires any clarifications in respect of the BBC's Change Request before it can deliver the CCN, then it will notify the BBC as soon as practicable (and in any event in not more than ten (10) Working Days and the BBC will respond as soon as is reasonably practicable.
- (b) Where a Change is sought by the Service Provider, the Service Provider will submit a Change Request to the BBC and will at the same time also submit a CCN.
- (c) All Change Requests will be logged, documented and prioritised by the BBC in consultation with the Service Provider.
- (d) Each Change Request will be in writing and will state:
  - (i) the title of the Change;
  - (ii) the originator and date of the Change Request;
  - (iii) the reason for the Change;
  - (iv) full details of the Change including any available specifications;
  - (v) business benefits of the change where applicable; and
  - (vi) a timetable for implementation of the Change.

### 4 Change Control Notice

- (a) Each CCN will contain:
  - (i) the title of the Change;

- (ii) the originator and date of the request or recommendation for the Change;
  - (iii) the reason for the Change;
  - (iv) full details of the Change including any specifications and user facilities;
  - (v) the steps taken to minimise the cost or maximise the cost reduction resulting from the Change;
  - (vi) the proposed variation to the Service Charges, if any, resulting from such Change (calculated by reference to Schedule 5 (**Service Charges**));
  - (vii) a timetable for implementation together with any proposals for any trialling or testing of the Change;
  - (viii) the impact, if any, of the Change on other aspects of the Contract;
  - (ix) the date of expiry of validity of the CCN;
  - (x) provision for signature by the BBC and by the Service Provider;
  - (xi) any proposed amendments to the Contract documentation;
  - (xii) clearly define who owns the intellectual property
  - (xiii) any anticipated impact on any third party; and
  - (xiv) any other relevant information as agreed by both parties.
- (b) The Service Provider will assess and document the potential impact of the proposed CCN before it can be approved or implemented.
- (c) For each CCN submitted, the BBC will, within the period of the validity of the CCN;
- (i) allocate a sequential number to the CCN;
  - (ii) evaluate the CCN and as appropriate either:
    - (A) request further information; or
    - (B) approve the CCN; or
    - (C) notify the Service Provider of the rejection of the CCN.
- (d) The BBC will evaluate the CCNs raised by the Service Provider pursuant to this Schedule 6 within a reasonable timescale of receiving any further information requested in accordance with paragraph 4(c)(ii)(A).

- (e) If the CCN is approved by the BBC, the Service Provider will arrange for a copy of the approved amendment of the Contract which forms part of the CCN to be signed by authorised representatives of each party on behalf of the BBC and the Service Provider.
- (f) No proposed CCN will be implemented by the Service Provider until such a time as it has been executed by both parties.
- (g) Until such time as an approved CCN has been signed and agreed in accordance with Paragraph 4(e), then:
  - (i) unless expressly agreed otherwise in writing, the Service Provider will continue to provide the Services and the BBC will continue to pay the Service Provider in accordance with the existing terms of the Contract; and
  - (ii) any discussions or related communications regarding the proposed Change will be without prejudice to each party's other rights under this Contract.
- (h) A CCN executed by the authorised representatives of both parties will constitute an amendment to this Contract.

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Annex: Change Control Notice

**CHANGE CONTROL NOTICE**

<b>Ref:</b>	
<b>No:</b>	
<b>Title of Change:</b>	
<b>Date:</b>	
<b>Details of Change:</b>	
<b>Reasons of Change:</b>	
<b>Impact of Change:</b>	
<b>Timetable:</b>	
<b>Price:</b>	
<b>Originator:</b>	

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AMENDMENT NUMBER [ ] TO THE CONTRACT DATED THE [ ] DAY OF [ ]

between

- (1) **THE BRITISH BROADCASTING CORPORATION** whose principal place of business is at Broadcasting House, Portland Place, London W1A 1AA, U.K. (the "**BBC**"); and
- (2) **REVENUES MANAGEMENT SERVICES LIMITED** (company number 02404237) whose registered office is at 33/34 Winckley Square, Preston, Lancashire PR1 3EL (the "**Service Provider**").

**BACKGROUND:**

The parties entered into a Contract for the Administration of TV Licensing Cash Schemes dated [ ] 2007 (the "**Original Contract**") and now wish to amend the Original Contract.

**OPERATIVE PROVISIONS:**

- 1. With effect from the [ ] day of [ ] the Original Contract will be amended as set out in Clause 3 of this Amendment.
- 2. Save as set out in this Amendment all other terms and conditions of the Original Contract will remain in full force and effect.
- 3. The amendments to the Original Contract are as follows:  
[ ]

Signed for and on behalf of the **British Broadcasting Corporation**

Signature: .....

Name: .....

Title: .....

Date: .....

Signed for and on behalf of **Revenues Management Services Limited**

Signature: .....

Name: .....

Title: .....

Date: .....