

SCHEDULE 9**CHANGE CONTROL PROCEDURE****Introduction**

1. This Schedule outlines the arrangements for making changes to this Agreement and/or the Services or the service levels provided by the Contractor under this Agreement.

Principles

2. For the avoidance of doubt, the Authority and the Contractor agree and acknowledge that the procedural work carried out by the Contractor in accordance with the provisions of this Schedule 9 is at no additional cost to the Authority. Each party shall bear its own costs of such procedural work.
3. Where the Authority or the Contractor see a need for a change under this Agreement pursuant to Clause 54, either party may at any time request such change only in accordance with the Change Control Procedures as set out in this Schedule 9.
4. Any changes subject to this Schedule 9 shall be agreed between the Parties. The Parties agree to negotiate such changes in good faith, and neither the Authority nor the Contractor shall unreasonably withhold or delay its agreement to any such change.
5. Subject to Clause 45, until such time as a change is made in accordance with these Change Control Procedures, the Contractor shall, unless otherwise agreed in writing by the authorised representatives of both Parties, continue to perform the Services as if the request had not been made.
6. Any discussion which may take place between the Authority and the Contractor in connection with a request before the authorisation of a resultant change to the Services shall be without prejudice to the rights of either Party.
7. Any work undertaken by the Contractor, its Subcontractor or agents which has not been authorised in advance by the Authority and in accordance with the provisions of this Schedule 9 shall be undertaken entirely at the expense and liability of the Contractor.

Procedures

8. A Change Proposal Form (CPF) shall be raised by either Party to facilitate discussion between the Authority and the Contractor concerning a change to the Agreement. The CPF shall be in the form set out in Appendix 1 to this Schedule 9.
9. The CPF should include as a minimum the following information:
 - 9.1 the reason for the proposed change;
 - 9.2 the originator and planned date for proposed change;
 - 9.3 the proposed amendments to the text within the appropriate Clauses and Schedules; and
 - 9.4 an assessment of the impact on other Clauses and Schedules.

10. Upon receipt of a CPF from either Party, the other Party shall have up to ten (10) Working Days (or such other reasonable period as may be agreed by the Parties) to consider and discuss it.
11. Such discussion shall result in either:
 - a. no further action being taken on the CPF; or
 - b. agreement between the Parties on the change to be made (including changes to this Agreement and including the date upon which the changes are to take effect), such agreement to be expressed in the form of proposed revisions to the relevant parts of the Agreement.
12. A copy of any proposed revisions to this Agreement agreed between the Parties in accordance with this Schedule 9 and accompanied by a completed CPF shall constitute an Agreement Change Notice (ACN).
13. Subject to Clause 45, until such time as an ACN has been signed by both Parties in accordance with the provisions of this Schedule 9, the Contractor shall unless otherwise agreed in writing continue to provide the Services in accordance with this Agreement.
14. Any discussions, negotiations, or other communications which may take place between the Authority and the Contractor in connection with any proposed change to this agreement, including but not limited to the submission of any written communications prior to the signing by both Parties of the relevant ACN shall be without prejudice to the rights of either Party.

1. Each CPF shall contain:

- ◆ a unique identifier;
- ◆ the title of the change;
- ◆ the name of the originator and date of the request for the change;
- ◆ the reason for the change;
- ◆ full details of the change including any specifications, sub contractors, and timeline for delivery;
- ◆ the Charges, if any, to be made for the change including all one-off (non recurring) Charges;
- ◆ a timetable for implementation together with any proposals for acceptance of the change;
- ◆ a schedule of payments if appropriate;
- ◆ details of the likely impact, if any, of the change on other aspects of the Agreement and/or the service specification including but not limited to:
 - ◆ the term of this Agreement;
 - ◆ the personnel to be provided;
 - ◆ the Charges;
 - ◆ the Services;
 - ◆ the payment profile;
 - ◆ the documentation to be provided;
 - ◆ the responsibilities of the Authority and the Contractor ;
 - ◆ the training to be provided;
 - ◆ Service Levels;
 - ◆ working arrangements;
 - ◆ security;
 - ◆ standards;
 - ◆ other contractual issues; and
- ◆ provision for the Authority to record the progress with dates of the CPF for each stage as follows:
 - ◆ submitted;
 - ◆ further information required;
 - ◆ further information received;
 - ◆ revised CPF received; and
 - ◆ consideration, discussion and agreement to the CPF.