

SCHEDULE 9

Change Control Request Procedure

1. Introduction

1.1 This schedule sets out:

- (A) the resources to be made available and the processes to be followed where a Change is required or proposed;
- (B) the types and categories of Change;
- (C) the basis of funding Changes made as a result of a Change in Law;
- (D) the form to be used when ordering Additional Services; and
- (E) the basis for pricing the Service Provider's charges for Changes.

1.2 Pricing of Additional Services is set out in schedule 33 (Additional Services).

1.3 The Service Provider shall ensure that any proposed changes to the Service Systems which will or may have an impact upon the terms or conditions of the Agreement or the Service Provider's provision of the Services in accordance with the Agreement, or any other IT Change or Technology Change, shall:

- (A) be identified as an Internal Change, a General Change, Emergency Change, Mandatory Change, Transaction Volume Change, Merchant Acquirer Change, Restricted Change or Additional Service, as appropriate; and
- (B) otherwise be dealt with in accordance with the relevant provisions of this schedule 9.

1A. IT Change

1A.1 For the purposes of this Agreement, an "**IT Change**" is any configuration change to the Core IT Services, Core IT Systems or the Interfaces including without limitation those made pursuant to the Change Control Request Procedure. This includes but is not limited to system tuning parameter changes or any other IT systems management parameter changes, resource utilisation improvements and software upgrades.

1A.2 In the event that an IT Change is proposed, the Service Provider shall follow the process set out in Annex I to this schedule (the "**IT Change Process**"), which shall comply with the ITIL change management discipline from time to time in place (the version in place as at the Effective Date is provided for illustrative purposes in Annex H). The Service Provider shall not be required to also utilise the Change Control Request Procedure set out in the rest of this schedule unless either: (i) such IT Change also has a financial, technological or business impact on the Services; and/or (ii) there is another Change to the Service Systems.

1A.3 For the avoidance of doubt, the IT Change Process does not replace the Change Control Request Procedure but is a process for managing IT service configuration.

The IT Change Process cannot be used to authorise payment of costs, expenses, charges or any other sums of money.

2. **Change Resource**

- 2.1** The Service Provider shall from time to time nominate a Representative to manage and act as the single point of contact for TfL in relation to Changes and the Change Control Request Procedure (the “**Change Manager**”).
- 2.2** The Service Provider shall ensure that it makes available sufficient resources in order to respond promptly to TfL’s Change Control Requests in accordance with this Agreement.
- 2.3** The Service Provider shall ensure that all Sub-Contractors shall maintain adequate change resources in order to support any requested or required Change.
- 2.4** For the avoidance of doubt, the Service Provider shall not, in relation to a Change, be entitled to:
- (A) charge any costs in respect of change resources which have already been included in the Financial Model as forming part of the baseline pricing of the Service Charges;
 - (B) charge any costs in respect of change resources which have already been included in the Financial Model as forming part of the Change Resource Allocation as set out in Table 2 in Annex G to this schedule, until the point in time where such Change Resource Allocation has been fully utilised in relation to the scoping, preparation and production of Impact Assessments for the relevant calendar year;
 - (C) charge any costs in respect of change resources or deduct any time from the Change Resource Allocation which has been incurred in the preparation of an Initial Response; or
 - (D) charge any costs in respect of change resources or deduct any time from the Change Resource Allocation which has been incurred in relation to an IT Change.

3. **Types of Change and Additional Services**

- 3.1** Changes to the terms and conditions of this Agreement or which impact on the operation of the Services or the Service Systems shall be categorised as one of the following:
- (A) a General Change, which TfL or the Service Provider shall be entitled to propose in accordance with paragraphs 8 or 9 of this schedule, as applicable;
 - (B) an Emergency Change, which TfL shall be entitled to propose in accordance with paragraph 10 of this schedule;
 - (C) a Mandatory Change, which TfL shall be entitled to propose in accordance with paragraph 11 of this schedule;

- (D) a Transaction Volume Change, which TfL shall be entitled to require in accordance with paragraph 13 of this schedule;
- (E) a Merchant Acquirer Change, which TfL shall be entitled to require in accordance with paragraph 14 of this schedule; or
- (F) a Restricted Change, which TfL shall be entitled to propose in accordance with paragraph 17 of this schedule.

3.2 TfL shall 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 in accordance with the procedure for a General Change, as set out in paragraph 8 of this schedule, and the other paragraphs of this schedule shall apply thereto, *mutatis mutandis*, provided that:

- (A) the Service Provider shall not be entitled to decline to provide such Additional Services; and
- (B) the price of any Additional Services shall be calculated in accordance with the provisions of Annex G to this schedule.

3.3 Changes to be made by the Service Provider to the Services, which have no impact on any of: (i) the terms and conditions of this Agreement; (ii) the delivery of the Services; (iii) TfL; (iv) the Core IT Services, Core IT Systems or the Interfaces; (v) one or more of the Schemes; (vi) an Other Service Provider; or (vii) Third Parties (“**Internal Changes**”), shall be subject to the provisions of paragraph 12 of this schedule.

4. Change Request Process – General Principles

4.1 The Service Provider and TfL shall conduct discussions relating to any proposed Changes in good faith.

4.2 Within five (5) Working Days of the Effective Date each of the Service Provider and TfL shall nominate a minimum of three (3) employees (or such other number as TfL may specify) to act as representatives (“**Joint Change Board Members**”) on a joint change board (the “**Joint Change Board**”). One of the Service Provider’s nominees shall be the Change Manager, another shall be the IT Change Manager and the identities of other Joint Change Board Members shall be subject to agreement by TfL.

4.3 Each party shall ensure that the Joint Change Board convenes on a Monthly basis or, if agreed by the Service Provider and TfL, on a more, or less, frequent basis as and when such meetings are required.

4.4 The Service Provider shall ensure that its nominated Joint Change Board Members present to every Joint Change Board meeting:

- (A) a complete list and detailed descriptions of all outstanding, new and anticipated:
 - (1) Change Control Requests, such list to indicate which relate to Additional Services and which relate to Changes; and

(2) Internal Changes raised by the Service Provider,

together with details as to when each was issued or is to be issued and their current status; and

- (B) a report on resources deployed in relation to Changes during the period since the previous Joint Change Board Meeting including such detail as TfL may reasonably request, including but not limited to a summary of the remaining balance of the Change Resource Allocation.

- 4.5** The Joint Change Board Members shall conduct discussions relating to outstanding Change Control Requests and Internal Changes in good faith and shall prioritise Change Control Requests and Internal Changes as TfL may require, acting reasonably, on the basis that any prioritised Change Control Requests and Internal Changes must serve to assist and improve the overall operation of the Services.
- 4.6** The Service Provider will use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to TfL (whether in terms of a reduction in Service Charges and/or an improvement in the Services).
- 4.7** Change Control Requests submitted in accordance with this schedule shall be in the format set out in Annex B.
- 4.8** Initial Responses submitted in accordance with this schedule shall be in the format set out in Annex C to this schedule.
- 4.9** Impact Assessments submitted in accordance with this schedule shall be in the format set out in Annex D to this schedule.
- 4.10** The Service Provider shall retain copies of all authorised timesheets (or such other form of time keeping records as TfL may expressly in writing agree from time to time) relating to time spent by its Personnel together with records and receipts for goods and equipment or other non-staff based resource (in excess of £250) deployed or removed in dealing with Changes, including but not limited to Service Provider Personnel assigned to the Change Resource Allocation, and shall make them available and/or provide copies to TfL promptly on request at no cost to TfL.
- 4.11** Until such time as a resultant amendment to the Agreement is authorised in accordance with the Change Control Request Procedure, the Service Provider and TfL shall, unless otherwise required under this schedule or agreed in writing, continue to perform their respective obligations under the Agreement as if the Change giving rise to such amendment had not been requested.
- 4.12** Any discussions which take place between TfL 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 relevant party under this Agreement (and, in the case of rights and remedies, under common law or in equity).
- 4.13** 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 schedule. The Service Provider agrees that it shall not be relieved of any of its obligations as a result of TfL considering or refusing any

Change Control Request nor shall TfL'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.

- 4.14** The Service Provider shall not unreasonably withhold or delay its consent or agreement where such consent or agreement is required under any provision of this schedule.
- 4.15** In the event of a dispute between the parties in respect of a Change Control Request, any relevant party may refer the dispute for resolution pursuant to the Dispute Resolution Procedure.
- 4.16** All time periods set out in this schedule may, in respect of a particular Change Control Request, be changed from time to time if the Service Provider and TfL expressly in writing agree.
- 4.17** The Service Provider shall not be entitled to charge in respect of Changes or parts of Changes where such charges are expressly not permitted under this Agreement.

5. **Authorisation Limits**

- 5.1** The prescribed limits and authorisations for executing Change Authorisations are set out below:

Cost of or impact on Service Charges over the Term	Authorised Signatories TfL / Service Provider
Up to £500,000	TfL: Head of Enforcement Operations (Congestion Charging) or Head of Business Operations (Congestion Charging) or Head of Technical and Commercial (Congestion Charging) Service Provider: Programme Director
Over £500,000 and up to £5,000,000	TfL: Director (Congestion Charging) Service Provider: Programme Director
Over £5,000,000	TfL: Managing Director (Surface Transport) Service Provider: Programme Director

- 5.2** The Service Provider shall accept a copy of the Change Authorisation, signed as appropriate in accordance with paragraph 5.1 and with a copy of the relevant Impact Assessment attached, as formal authorisation to proceed with a Change.

6. Milestones, Testing and Payment

- 6.1** TfL shall be entitled to specify in the Change Control Request high level Milestone Achievement Criteria and Milestones for the proposed Change.
- 6.2** The Service Provider shall provide proposed low level Milestone Achievement Criteria, if appropriate, as part of any relevant Impact Assessment, for Approval by TfL.
- 6.3** All Testing of Changes shall be conducted in accordance with and subject to the provisions of clause 12 (Testing) and schedules 3 (Milestones and Deliverables) and 4 (Testing Regime).
- 6.4** TfL shall be under no obligation to commence payment in respect of the relevant Change until such time as all Testing agreed under the Change and any testing and other completion criteria reasonably required by TfL to demonstrate implementation of the Change has been successfully completed and Approved in accordance with clause 12 (Testing) and schedules 3 (Milestones and Deliverables) and 4 (Testing Regime).

7. Charging for Changes

- 7.1** The pricing of any Changes utilising resources over and above those assigned to the Change Resource Allocation, shall be calculated in accordance with the provisions of schedule 7 (Charging), schedule 8 (Operational Pricing) and Annex G to this schedule, unless expressly provided otherwise in clause 22 (Changes to Technology) in respect of IT Changes, Technology Changes or other Changes to Service Systems.
- 7.2** Subject to paragraphs 6.4 and 16 of this schedule, on issue by TfL of a relevant Change Authorisation and production of an appropriate serially numbered amendment to this Agreement in accordance with this schedule, payment shall be made or the Service Charges shall, if appropriate, be changed in accordance with the payment terms specified in that Change Authorisation and in each case subject to paragraph 4.17.
- 7.3** Activity associated with the re-configuration of the Service Systems, including but not limited to IT Changes undertaken in accordance with the IT Change Process, in respect of any or all of the elements set out in Annex A to this schedule (each a “**Parameterised Change Element**”) resulting from, or forming the subject of, a Change, shall not attract any cost or changes to the Service Charges unless otherwise expressly agreed by TfL and the Service Provider shall not request any amount or changes to the Service Charges for any Parameterised Change Element within the scope set out in that Annex A (or for any other item or thing expressly prohibited under this Agreement). For the avoidance of doubt, any additional work or related reconfiguration which is not itself a Parameterised Change Element but nevertheless arises as a direct result of adjustment to the Parameterised Change Element may be chargeable and/or result in other changes to this Agreement, if agreed by the Parties in accordance with this schedule.

8. General Change Proposed by TfL

8.1 TfL shall be entitled to request a General Change in accordance with this paragraph 8. In relation to such requested General Change, unless and until a written Change Authorisation has been executed by the authorised representative of TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 8, the Service Provider shall, unless otherwise expressly agreed in writing, continue to supply the Services in accordance with the existing terms of this Agreement.

8.2 If TfL wishes to request a General Change, it shall serve on the Service Provider a Change Control Request setting out:

- (A) TfL's reasons for proposing the General Change;
- (B) sufficient details of the General Change to enable the Service Provider to calculate and provide an Initial Response and/or Impact Assessment;
- (C) the date by which TfL wishes the General Change to be implemented and the dates of proposed Milestones (if any); and
- (D) if there are any dates by which a decision or response is critical.

8.3 As soon as reasonably practicable and in any event within the periods set out below, or otherwise expressly agreed in writing between the Parties, the Service Provider shall either deliver to TfL:

- (A) an Initial Response in accordance with paragraph 8.7 within ten (10) Working Days of receipt by the Service Provider of the Change Control Request; or
- (B) an Impact Assessment in accordance with paragraphs 8.9 and 8.10 within twenty (20) Working Days of receipt of the Change Control Request,

or, subject to paragraph 8.4, issue a notice setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an "**Objection Notice**").

8.4 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent it can demonstrate to TfL's reasonable satisfaction that the General Change would, if implemented, contravene any Law.

8.5 Objections shall be dealt with as follows:

- (A) if TfL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TfL shall meet with a view to establishing whether the Service Provider's objections are valid;
- (B) if, within ten (10) Working Days of receipt by TfL of any Objection Notice, the validity or otherwise of the Service Provider's objections remain to be agreed, the question of validity shall be referred to the Dispute Resolution Procedure; and

- (C) if TfL 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.

8.6 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, as soon as reasonably practicable and in any event within the periods set out below or as otherwise expressly agreed in writing between the Parties, deliver to TfL (as appropriate):

- (A) an Initial Response in accordance with paragraph 8.7 within ten (10) Working Days; or
- (B) an Impact Assessment in accordance with paragraphs 8.9 and 8.10 within twenty (20) Working Days,

of the date of such agreement or determination.

8.7 Unless the Service Provider and TfL expressly agree in writing that it is not necessary, the Initial Response shall include the following:

- (A) details of the scope, contents and key services and/or deliverables to be supplied as part of the Impact Assessment in accordance with the format set out in Annex C to this schedule;
- (B) an estimate of the cost of implementing the Change or the impact of the Change on the Service Charges (whether an increase or decrease) in accordance with Annex J to this schedule, and in good faith to reflect any cost/benefit or risk/reward for the Service Provider and TfL or changes to that cost/benefit or risk/reward analysis) unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TfL;
- (C) an estimate of the time required at each resource level for scoping, preparation and production of the Impact Assessment;
- (D) a summary of the remaining balance of the Change Resource Allocation; and
- (E) details of any further information and/or approvals required by the Service Provider in order to prepare the Impact Assessment.

8.8 If either:

- (A) the Service Provider or TfL expressly agree in writing that an Initial Response is not required; or
- (B) an Initial Response is provided to TfL by the Service Provider and TfL notifies the Service Provider that it wishes the Service Provider to proceed with the preparation of an Impact Assessment,

the Service Provider shall prepare an Impact Assessment in accordance with paragraphs 8.9 and 8.10 within twenty (20) Working Days, or such other period as

may be expressly agreed in writing between the Parties, of the date of such agreement or notice (as applicable).

- 8.9** In preparing the Impact Assessment, the Service Provider shall include the IT Change Process in assessing the effect of the Change on the Core IT Systems and the Interfaces.
- 8.10** Without limiting paragraph 8.9, the Impact Assessment shall include the following:
- (A) 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, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TfL, to enable TfL to evaluate such Change);
 - (B) impact on Core IT Systems and Interfaces, including but not limited to a list of changes required to be implemented via the IT Change Process at no charge;
 - (C) the proposed designation of any Software or any part of Software (in connection with the Change) as TfL Materials, Service Provider Software, Third Party Software, COTS, Excluded COTS Software, Other Excluded Software, Use Only Software, Term Only Software or otherwise and any other information or details regarding that Software or part of Software required pursuant to clauses 6 (Standard of Services), 22 (Changes to Technology), 23.1(C) (Systems, Support and Maintenance), 50.3 (Ownership and Assignment of Intellectual Property Rights) and 54.8 (Source Code) or paragraphs 16 or 17 of this schedule;
 - (D) information and details of Interfaces and Interface Specifications in connection with the proposed Change;
 - (E) a detailed cost/benefit and risk/reward analysis of the Change;
 - (F) any amendment required to this Agreement as a result of the Change;
 - (G) any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the Change on:
 - (1) the provision of the Services or the Service Provider's ability to comply with its obligations under this Agreement;
 - (2) any Milestone Date which will or is likely to be affected;
 - (3) the Operational Commencement Date (if appropriate);
 - (4) the Specification and/or the Design Documents; and/or
 - (5) the Service Systems and/or the systems of Other Service Providers and/or Third Parties, as applicable.
 - (H) confirmation that:

- (1) the Impact Assessment has been drawn up in accordance with the pricing principles set out in Annex G to this schedule;
- (2) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed adjustment to the Service Charges or other proposed payments are based, and which are set out or referenced in the Impact Assessment; and
- (3) in estimating the costs on which any proposed adjustment to the Service Charges or other proposed payments are based it has applied the same accounting principles and standards as used in the Financial Model,

in each case unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TfL;

- (I) the proposed timescale for implementation of the Change (having regard to any information provided by TfL pursuant to paragraphs 8.2(C) and 8.2(D)) 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, including:
 - (1) the details of any date or dates by which any decision by TfL is critical;
 - (2) an outline of the Service Provider detailed obligations;
 - (3) the programme for implementing the Change and any Milestones;
 - (4) the date that the Change will take effect; and
 - (5) any proposed date for acceptance;
- (J) any Parameterised Change Elements forming part of the Change;
- (K) any proposed changes or updates to the Financial Model; and
- (L) all timesheet submissions of Service Provider Personnel assigned to the Change Resource Allocation who are involved in the production of the Impact Assessment.

8.11 Following receipt of the Impact Assessment by TfL:

- (A) as soon as practicable after TfL receives the Impact Assessment, the Service Provider and TfL, either at a meeting of the Joint Change Board or as part of normal business, shall discuss, further develop and attempt to agree in writing and finalise the Impact Assessment (including an update to the remaining balance of the Change Resource Allocation, pricing and payment if applicable);
- (B) in the discussions referred to in paragraph 8.11(A), the Service Provider shall:

- (1) provide evidence that the Service Provider has used all reasonable endeavours (including, where practicable, the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - (2) demonstrate how any expenditure to be incurred or avoided is being calculated in a cost effective manner, including showing that when such expenditure is incurred, foreseeable changes in Law at that time have been taken into account by the Service Provider; and
 - (3) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the General Change, has been taken into account in the Impact Assessment;
- (C) as a result of the Impact Assessment or discussions, TfL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TfL of any revisions to the Impact Assessment; and
- (D) if the Service Provider and TfL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Working Days following the date of the first meeting to discuss the Impact Assessment or, if the Service Provider is required to notify TfL of any revisions to the Impact Assessment, a period of twenty (20) Working Days following the date of receipt by TfL of such notification, the matters in dispute shall be determined in accordance with the Dispute Resolution Procedure.

8.12 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 8.11, TfL shall:

- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed or determined; or
- (B) notify the Service Provider that TfL is withdrawing the relevant Change Control Request.

8.13 For the avoidance of doubt, if the Service Provider and TfL agree in writing that no Initial Response should be prepared before the production of the Impact Assessment, TfL 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 Impact Assessment to the extent those amounts might otherwise become payable by TfL.

8.14 Upon receipt of the Change Authorisation, the Service Provider shall promptly produce a serially numbered amendment to the Agreement, such amendment detailing the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 8.11 (including but not limited to all necessary amendments to the Agreement and related documentation required as a result of the implementation of the Change).

8.15 The Service Provider shall as soon as practicable, following issue of the amendment in accordance with paragraph 8.14, implement the relevant General Change in accordance with the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 8.11.

9. General Change Proposed by the Service Provider

9.1 The Service Provider shall be entitled to request General Changes in accordance with this paragraph 9. In relation to each such requested General Change, unless and until a written Change Authorisation has been issued by TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 9, the Service Provider shall, unless otherwise expressly agreed in writing by TfL, continue to supply the Services in accordance with the existing terms of this Agreement.

9.2 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TfL a Change Control Request together with an Impact Assessment relating to such requested General Change. Such Impact Assessment shall contain the detail set out in paragraph 8.10 and unless agreed otherwise by TfL at TfL's absolute discretion, the cost of preparation of such Impact Assessment shall be borne by the Service Provider.

9.3 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider in accordance with paragraph 9.2 above, the provisions of paragraph 8.11 shall apply, *mutatis mutandis*.

9.4 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 9.3, TfL shall:

(A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the Impact Assessment, as so agreed or determined; or

(B) notify the Service Provider that it is rejecting the Change Control Request.

9.5 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses), and the Service Provider may not deduct from the balance of the Change Resource Allocation any time, which the Service Provider may have incurred in the preparation of the Change Control Request or the Impact Assessment raised in accordance with paragraph 9.1 above, unless otherwise agreed by TfL at its absolute discretion.

9.6 Upon notice of a Change Authorisation being issued by TfL the provisions of paragraph 8.14 and 8.15 shall apply in respect of the General Change, *mutatis mutandis*.

10. Emergency Change

10.1 TfL shall be entitled to request an Emergency Change in accordance with this paragraph 10.

10.2 If a situation requiring the implementation of an Emergency Change (an “**Emergency Situation**”) 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 TfL in writing.

- 10.3** If TfL considers that an Emergency Change is required, whether or not the situation has been brought to its attention by the Service Provider, TfL 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:
- (A) without fettering the discretion of TfL, an explanation of the Emergency Situation that has arisen and the consequent need for an Emergency Change including such level of detail as TfL considers appropriate in the circumstances; and
 - (B) a description of the proposed Emergency Change in sufficient detail to enable the Service Provider to effect such Emergency Change in an expeditious manner and to provide an Impact Assessment pursuant to paragraph 10.5(C) including without limitation details of how the Emergency Change will affect the Services, any necessary change to the Services and the actions that TfL requires the Service Provider to take.
- 10.4** Upon receipt of a Change Control Request relating to an Emergency Change by the Service Provider, the Service Provider shall be entitled to request from TfL such additional information as the Service Provider reasonably requires to implement the Emergency Change expeditiously and to provide the Impact Assessment pursuant to paragraph 10.5(C) and shall make any such request as soon as practicable (having regard to the urgency of the circumstances) after receiving the Change Control Request. TfL shall provide any information requested by the Service Provider as soon as reasonably practicable after receiving such request if and to the extent that TfL deems it appropriate in the circumstances to do so at TfL's absolute discretion. Without prejudice to TfL's right to refuse to provide information, TfL's responses to requests for information shall be provided in such level of detail as TfL considers appropriate in the circumstances.
- 10.5** 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 expressly agree in writing, following such receipt:
- (A) carry out such acts as are necessary and/or as TfL 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 TfL's reasonable satisfaction that any such acts would, if implemented, contravene any Law;
 - (B) notify TfL of the action that the Service Provider is taking in sufficient detail to enable TfL to evaluate the Impact Assessment provided pursuant to paragraph 10.5(C);
 - (C) provide TfL with an Impact Assessment in relation to the Emergency Change setting out:

- (1) the Service Provider's reasonable proposals in relation to any payment or adjustment to the Service Charges required as a result of the Emergency Change unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TfL;
- (2) the Service Provider's opinion on any anticipated impact of the Emergency Change on the provision of the Services;
- (3) any action that has been taken by the Service Provider prior to the issue of the Impact Assessment to implement the Emergency Change;
- (4) 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 date in accordance with Annex J to this schedule and to the extent those amounts might become payable by TfL, together with such supporting information as TfL may reasonably require; and
- (5) all the opinions and information which the Service Provider is required to provide in an Impact Assessment, as detailed in paragraphs 8.9 and 8.10 amended *mutatis mutandis*, to the extent that such information is relevant to the Emergency Change, including a reconciliation of the proposals made in the Impact Assessment with the actions taken, costs incurred and payments made to date.

10.6 Within three (3) Working Days of receipt by TfL of the relevant Impact Assessment, the Service Provider and TfL shall discuss, further develop and attempt to agree and finalise on a fair and reasonable basis (including as regards payment unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TfL) the matters set out in that Impact Assessment having regard to any action taken and costs incurred by the Service Provider and any further payments made by TfL since its issue.

10.7 As a result of the discussions undertaken pursuant to paragraph 10.6, the Service Provider may revise the Impact Assessment and shall notify TfL of any such revisions as soon as reasonably practicable (and in any event not more than five (5) Working Days following receipt of the relevant Impact Assessment by TfL).

10.8 If the Service Provider and TfL cannot agree the contents of the Impact Assessment, or any revisions made to it pursuant to paragraph 10.7, within fifteen (15) Working Days of receipt by TfL of the relevant Impact Assessment, TfL may:

- (A) allow the Service Provider and TfL to discuss the matter for a further period of no more than five (5) Working Days to attempt to agree the issues set out in the relevant Impact Assessment; or
- (B) instruct the Service Provider to cease the implementation of the Emergency Change and notify the Service Provider that TfL is withdrawing the relevant Change Control Request.

- 10.9** If the Service Provider and TfL cannot agree the contents of the Impact Assessment during the time period granted pursuant to paragraph 10.8(A) and TfL has not withdrawn the relevant Change Control Request in accordance with paragraph 10.8(B), the matter shall be determined in accordance with the Dispute Resolution Procedure.
- 10.10** Within five (5) Working Days of the Impact Assessment being agreed or determined pursuant to paragraph 10.9, TfL shall:
- (A) 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, as so agreed or determined; or
 - (B) instruct the Service Provider to cease the implementation of the Emergency Change (as applicable) and notify the Service Provider that TfL is withdrawing the Change Control Request in respect of that Emergency Change.
- 10.11** The Service Provider shall at all times carry out the implementation of an Emergency Change in accordance with paragraph 10.5(A) and TfL's directions, notwithstanding that the price (if applicable) or any other details contained in the relevant Impact Assessment have not been agreed or determined pursuant to paragraph 10.9.
- 10.12** Upon the receipt of any Change Authorisation in respect of an Emergency Change, the provisions of paragraphs 8.14 and 8.15 shall apply (*mutatis mutandis*).

11. Mandatory Changes

- 11.1** TfL shall be entitled to request a Mandatory Change in accordance with this paragraph 11.
- 11.2** If the Service Provider reasonably believes that a Mandatory Change is required at any time it shall promptly inform TfL in writing.
- 11.3** Subject to paragraph 11.4:
- (A) the provisions of paragraphs 8.2, 8.3, 8.4 and 8.7 to 8.15 (inclusive) of this schedule shall apply in respect of any Mandatory Change required as a result of a Change in Law, *mutatis mutandis*, provided always that:
 - (1) where a Mandatory Change is required as a result of a Change in Law, the provisions of paragraph 16 (Costs of Changes in Law) shall apply in addition to the provisions of this paragraph; and
 - (2) in addition to the matters listed in paragraph 8.11(B), the Service Provider shall be required at the same time to provide evidence where possible to TfL 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
 - (B) the provisions of paragraphs 8.2 to 8.15 (inclusive) of this schedule shall apply in respect of any other Mandatory Change, *mutatis mutandis*.

11.4 The Service Provider shall at all times, where possible, carry out the implementation of a Mandatory Change in accordance with TfL's directions, notwithstanding that the price or any other details contained in the relevant Initial Response and/or Impact Assessment have not been agreed or determined pursuant to paragraph 11.3.

12. Internal Changes

12.1 The Service Provider shall provide to TfL at each Joint Change Board meeting a complete list of any Internal Changes planned by the Service Provider to be implemented over the four (4) Months following that meeting, or more frequently as TfL may require from time to time. If for any reason any Joint Change Board meeting is not held, the Service Provider shall provide such information to TfL on or before the date that the relevant Joint Change Board meeting was to have been held. On the request of TfL, the Service Provider shall provide further details of Internal Changes made or proposed to be made, including but not limited to those identified in the preparation of an Impact Assessment.

12.2 TfL shall, acting reasonably, be entitled to require the Service Provider not to implement any or all proposed Internal Changes.

12.3 The Service Provider shall comply with all reasonable requests of TfL relating to the prioritisation and/or scheduling of Internal Changes.

12.4 The Service Provider shall conduct such tests and shall create all appropriate test plans, test specifications, test reports and other documentation appropriate to confirm the successful implementation and completion of Internal Changes and shall conduct all relevant testing to confirm that Internal Changes are successful. The Service Provider shall promptly provide copies of all documentation referred to in this paragraph to TfL upon request.

12.5 All costs associated with the proposal, testing and implementation of Internal Changes shall be borne by the Service Provider, and no time associated with the proposal (including but not limited to the preparation of Impact Assessments), testing and implementation of Internal Changes shall be deducted from the balance of the Change Resource Allocation.

13. Transaction Volume Changes

13.1 The Service Provider shall amend its operational charges in accordance with paragraph 5 of schedule 8 (Operational Pricing) (a "**Transaction Volume Change**").

13.2 Subject to paragraph 5 of schedule 8 (Operational Pricing) TfL shall be entitled to make Transaction Volume Changes every Month.

13.3 Transaction Volume Changes shall be documented in accordance with paragraph 8.2 and shall be effected by the Service Provider without additional charge to TfL or deduction from the balance of the Change Resource Allocation.

14. Merchant Acquirer Changes

14.1 TfL shall at any time be entitled to request a change of the Merchant Acquirer in accordance with paragraph 5.3 of schedule 32 (Revenue Collection and Payment) (a "**Merchant Acquirer Change**").

- 14.2** In the event that fewer than 2 (two) Merchant Acquirer Changes have been previously implemented during the Term of the Agreement, the Service Provider shall plan, test and implement the Merchant Acquirer Change and shall not be entitled to require an increase in Service Charges or payment of other sums whether under the Change Control Request Procedure initiated by the Change or otherwise to finance those Changes, or deduct any time associated with scoping, preparation or production of an Impact Assessment for the Merchant Acquirer Change from the Change Resource Allocation
- 14.3** In the event that 2 (two) or more Merchant Acquirer Changes have been previously implemented during the Term of the Agreement, such Merchant Acquirer Change shall be implemented in the same way as a General Change proposed by TfL, as set out in paragraph 9 of this schedule 9.
- 15. Development of a Change Control Strategy**
- 15.1** The Service Provider's change control strategy is set out in Annex E to this schedule.
- 15.2** The Service Provider shall ensure that the change control strategy deals as a minimum with those areas set out in Annex F to this schedule, together with such other provisions as the Service Provider deems necessary or TfL may require from time to time.
- 15.3** The Service Provider shall propose changes to the change control strategy from time to time throughout the Term to take into account developments in Good Industry Practice and any changes to the scope or nature of the Services. Any such changes shall not be effected unless and until TfL agrees to the same in writing.
- 15.4** The Service Provider shall make such amendments to the change control strategy as TfL may require from time to time.
- 15.5** Production, revision and updating of the change control strategy shall be at the Service Provider's cost and expense.
- 16. Costs of Changes in Law**
- 16.1** Subject to paragraphs 12.5 and 16.2, 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.
- 16.2** The Service Provider shall be entitled to payment by TfL in accordance with the other provisions of this schedule in respect of the costs of complying with any Change in Law which constitutes:
- (A) an amendment, alteration or modification to or repeal of an existing Scheme Order (or any elements thereof);
 - (B) the introduction of any new Scheme Order (or any elements thereof)
 - (C) the judgment of a competent court which changes a binding precedent or the interpretation of any Scheme Order;
 - (D) the suspension of any Scheme Order;

- (E) the introduction of or amendment to any TfL policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes; or
- (F) 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 congestion charging services and not to other persons,

and which also constitutes a change to the Services (or the scope thereof), but in any event excluding the costs of complying with any such Change in Law:

- (1) except in relation to the circumstances referred to in paragraph 16.2(F)(ii), to the extent that such types of costs are also incurred by businesses other than that of the Service Provider (including without limitation by virtue of their location and/or their means of operation);
- (2) 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;
- (3) where such Change in Law was otherwise foreseeable as at the date of this Agreement (except to the extent that any resulting costs relate to the implementation and/or operation of Additional Services); and/or
- (4) in respect of which payment is otherwise expressly prohibited under this Agreement.

17. **Changes of Premises or Sub-Contractor**

17.1 Subject to paragraph 17.6, 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 the United Kingdom (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 Initial Response or Impact Assessment (as applicable) includes the information set out in paragraph 17.2 in addition to any other requirements set out in this schedule (and the Service Provider shall ensure that a copy of that Initial Response or Impact Assessment (as applicable) is provided to “TfL Legal” at the address specified in (or pursuant to) clause 79.4 (Notices)).

17.2 The information referred to in paragraph 17.1 is as follows:

- (A) the jurisdiction on or from which those Services are proposed to be provided;
- (B) any proposed Sub-Contractor, which the Service Provider agrees may be classified by TfL (at TfL’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 in each case pursuant to clause 43 (Sub-Contractors and Key Sub-Contractors);

- (C) subject to paragraph 17.3 of this schedule, 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:
- (1) the protection and enforcement of Intellectual Property Rights in connection with this Agreement;
 - (2) confidentiality or trade secrets and security in connection with this Agreement;
 - (3) data protection or privacy in connection with this Agreement;
 - (4) 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
 - (5) other items which the Service Provider considers to be relevant in connection with this Agreement;
- (D) the names, positions and brief details of Personnel who require access to or may generate or develop Confidential Information or Intellectual Property Rights of TfL (or third party licensors of TfL) and proposed processes, procedures and other methods of restricting or limiting access to that Confidential Information or those Intellectual Property Rights;
- (E) 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 TfL, the TfL Group, any New Service Provider, any other Service Provider or other Third Party under this Agreement, in common law or in equity (including without limitation rights under clauses 10 (Progress Monitoring of Design and Build), 12 (Testing), 18 (Co-operation with TfL and Others), Part 7 (Operational Phase: Operation, Support and Maintenance), Part 13 (Contract Management, Monitoring and Audit) or Part 18 (Step In and Termination));
- (F) the cost savings or reduction in Service Charges available to TfL (set out in accordance with Annex J to this schedule) taking into account any additional risk to TfL in connection with the proposed Change or Additional Services; and
- (G) 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.

17.3 TfL agrees that nothing in paragraph 17.2(C) 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.

TfL shall, if thought appropriate by TfL, seek such advice in accordance with its internal requirements.

- 17.4** The Service Provider agrees that TfL 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).
- 17.5** 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 also be subject to the approval of “TfL Legal” by way of express authorisation and signature on the Change Authorisation by “TfL Legal”, 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 17.5 is without limitation to paragraph 4.12 of this schedule.
- 17.6** Paragraph 17.1 shall not apply where TfL has raised the relevant General Change and the Service Provider does not, at the date that the relevant Change Control Request is raised, have service delivery operations in the relevant jurisdiction.
- 18. Open Source Software**
- 18.1** In the event that any Change or Additional Services involve 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 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 “TfL Legal” at the address specified in (or pursuant to) clause 79.4 (Notices) including without limitation for review of the Open Source Licence).
- 18.2** The Service Provider agrees that the provisions of paragraphs 17.4 and 17.5 of this schedule shall apply (amended mutatis mutandis) in relation to Software licensed under an Open Source Licence (rather than Offshoring under those paragraphs 17.4 and 17.5).

Annex A

Parameterised Change Elements

1. Parameterised Change Elements will not be hard-coded into the Service Provider's Systems. They will be stored centrally, for example in parameter tables, and be configurable by non-IT personnel. This will allow the Parameterised Change Elements to be varied by value and variety using a parameter driven configuration approach. Wherever reasonably practicable, the Service Provider will make use of Parameterised Change Elements to facilitate the future maintenance of the Service Systems and future Changes to the Services and Service Systems.
2. The categories of Parameterised Change Elements will include but not be limited to:

2.1 Generic Parameterised Change Elements:

- (A) monetary amounts;
- (B) percentage values;
- (C) dates;
- (D) times; and
- (E) periods (including MIS Reporting Periods and Data retention periods) (provided that any associated work directly arising from changes to such periods, which has a material impact on the Services, shall not be a Parameterised Change Element).

2.2 Specific Parameterised Change Elements:

- (A) Charge Payment amounts;
- (B) Charge Payment types (e.g. daily/weekly/monthly);
- (C) discounted and exempt surcharges;
- (D) vehicle taxation classes;
- (E) discount levels;
- (F) periods of Charge Payment validity;
- (G) Charge Payment levels, which may vary according to: i. day; ii. time of day; iii. Vehicle class; iv. time of payment; v. type of payment (e.g. credit card surcharge); vi. type of Charge Payment (e.g. period);
- (H) extension of existing discount categories or exemption categories;
- (I) Schemes and operational hours;
- (J) Charging Hours;

- (K) definition of "persistent evader";
- (L) penalty and enforcement charges;
 - (1) amount;
 - (2) time/amount for prompt payment of discount;
 - (3) time/amount for issue of charge certificates;
- (M) changes to administration charges;
- (N) refunds and amendments:
 - (1) eligibility; and
 - (2) availability via different Charge Payment sales channels;
- (O) business rules for CVVC checking process;
- (P) business rules for Customer communication and registrations;
- (Q) Data fields in the EOps and workflow systems;
- (R) number of users with read only access to Data; and
- (S) any other variables or things specifically referred to in this Agreement as being 'Parameterised'.

Annex B

Form of Change Control Requests
Request For Change – Applicable to All Change Control Requests

LRUC CHANGE CONTROL REQUEST (please attach any supporting documentation)			
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)	CCR Version No. (allocated by TfL Ch M)
Change Title			
Originating Organisation/Team	Work Area(s) Affected	Spearmint Project ID No.	No. of Attachments
Contract requirement or contract reference amended by this change			
Description of proposed change (assumption, requirement, procedure, programme)			
Acceptance Criteria (factors to be tested at acceptance stage)			
Parties consulted (internal and external individuals / groups)			
Reason for change (drivers, objectives, success criteria)			
Potential Benefits (include cost savings, benefits to other work areas, improved customer satisfaction)			
Date that change is required (provide a calendar date if possible and the effect if this date is not met)			
Potential Impact on Third Parties (e.g. change to interface with, joint testing with, test data needed)			
Alternatives considered (including “do nothing” scenario)			
Impact Assessment Requirements (specific, in addition to cost, programme, technical, operational)			
Other Work Areas Consulted (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			
1. LEZ			
2. MIS / Cognos			
3. Data Protection			
4. Finance			
5. FAQ / Web			
6. Scheme Order			
7. Core IT			
7. Other – Please Specify			
CCR Sign Off	Originator		Date
	TfL Team Leader		Date
	TfL IT Manager (Core IT)		Date
	TfL Change Man.		Date

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Annex C

**Change Control Initial Response Form
Applicable to All Change Control Requests**

LRUC CHANGE CONTROL INITIAL RESPONSE FORM (please attach any supporting documentation)			
CCR No. (allocated by TfL ChM)		CCR Version No. (allocated by TfL ChM)	IR Version No. (allocated by TfL ChM)
Assessing Team			No. of Attachments
Scope, Contents and Key Services of Change (define what is to be deemed in scope / identify all key services affected – to be included in the impact assessment)			
Deliverables (key dates / Milestones for implementation of the change – to be included in impact assessment)			
Cost Impact (an estimate of cost of change / impact of change on Service Charges)			
Resource Impact (an estimate of time required for scoping, preparation and production of impact assessment / summary of remaining balance of Change Resource Allocation)			
Documentation (Identify all changes to Contract and / or Design documents)			
Any Other Impacts And / Or Risks (including any mitigations for risk)			
Dependencies And Assumptions			
Recommendation (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
Signed (Assessor)		Dated (Assessor)	
Signed (Team Leader)		Dated (Team Leader)	
Logged By (TfL Ch M)		Dated (TfL Ch M)	

ANNEX D**Agreed Form****Change Control Impact Assessment Form
Applicable to All Change Control Requests**

LRUC CHANGE CONTROL IMPACT ASSESSMENT FORM (please attach any supporting documentation)			
CCR No. (allocated by TfL ChM)		CCR Version No. (allocated by TfL ChM)	IAF Version No. (allocated by TfL ChM)
Assessing Team			Attachment (no. pages)
IMPACTS (All impacts to cover Design, Implementation and Operational phases)			
Programme Impact (specific deliverables, Milestones, Milestone Dates and Milestone Achievement Criteria)			
Cost Impact (detailing costs or savings / impact of change on Service Charges / cost/benefit analysis)			
Technical Impact (including change type: application, operational, infrastructure, contract)			
Operational Impact (including any factors relating to testing/acceptance regime)			
Impact on Core IT Systems and Interfaces (including proposed designation of any Software)			
Impact on LEZ			
Impact on Third Parties (Change to interfaces / joint testing with / test data needed)			
Any Other Impacts And / Or Risks (including mitigations for any risks identified)			
Documents (Identify all changes to Contract and / or Design documents)			
Dependencies And Assumptions			
Recommendation (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
Signed (Assessor)		Dated (Assessor)	
Signed (Team Leader)		Dated (Team Leader)	
Logged By (TfL Ch M)		Dated (TfL Ch M)	

ANNEX E

Service Provider's Change Control Strategy

[Information Redacted]

ANNEX F

Scope of Change Control Strategy

1. **Representatives**

The name and contact details of each party's Representative who will act as the primary point of contact for all change related matters.

2. **Change Control Team**

Details of the Service Provider's change team of suitably skilled staff to manage and execute the change control process, and how the resource provided under the Change Resource Allocation fits within the team.

3. **Change Control Process**

An outline of the processes used to record, assess, evaluate and manage changes, including but not limited to Changes and Internal Changes. This shall include the means by which the change processes will be integrated across the Service Elements and between the Service Provider and Other Service Providers and Third Parties.

4. **Releases**

The approach to providing regular software releases, where changes can be implemented in the live Systems.

5. **Meetings**

A list of the regular meetings that shall take place to support the change control process.

6. **Approach**

Differences in approach to change control for Core IT Services compared to the Business Operations and Enforcement Operations Service Elements.

7. **Other Information**

Any other information or action required by TfL.

Annex G

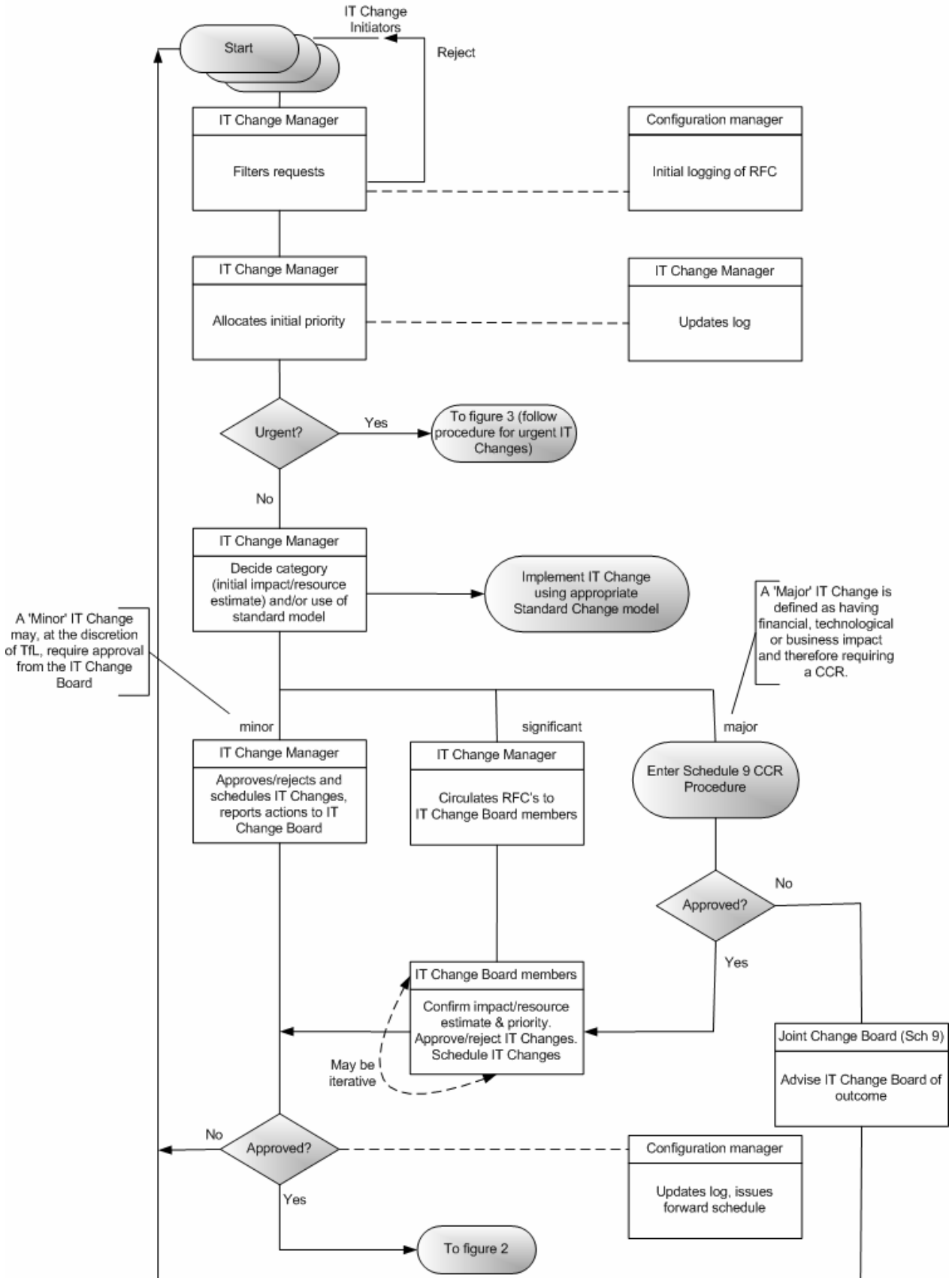
Principles to Apply to the Pricing of Changes to this Agreement

[Information Redacted]

Annex H

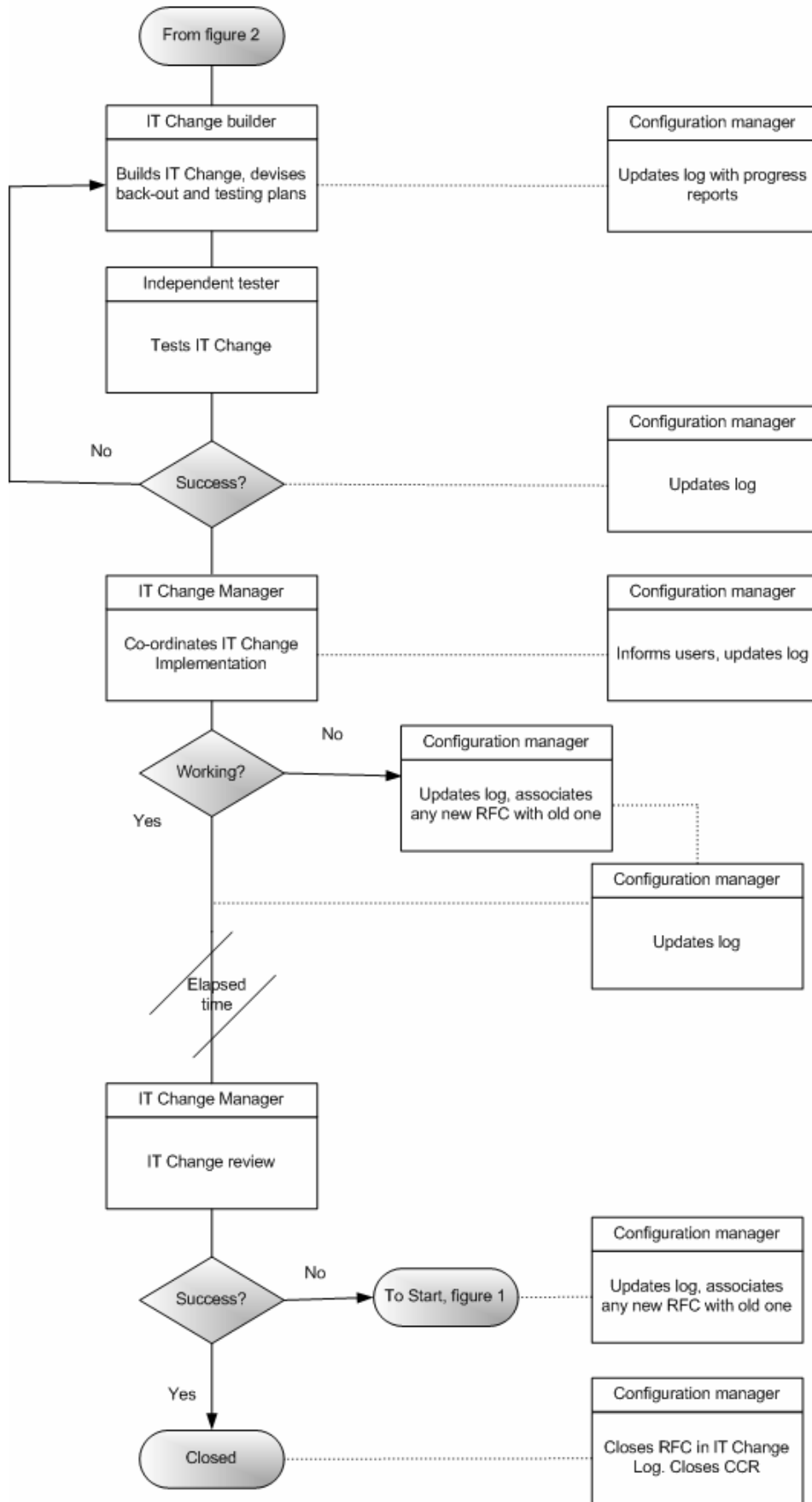
IT Change Management Procedures (in accordance with ITIL)

Fig. 1: IT Change Management – Part 1 (normal)



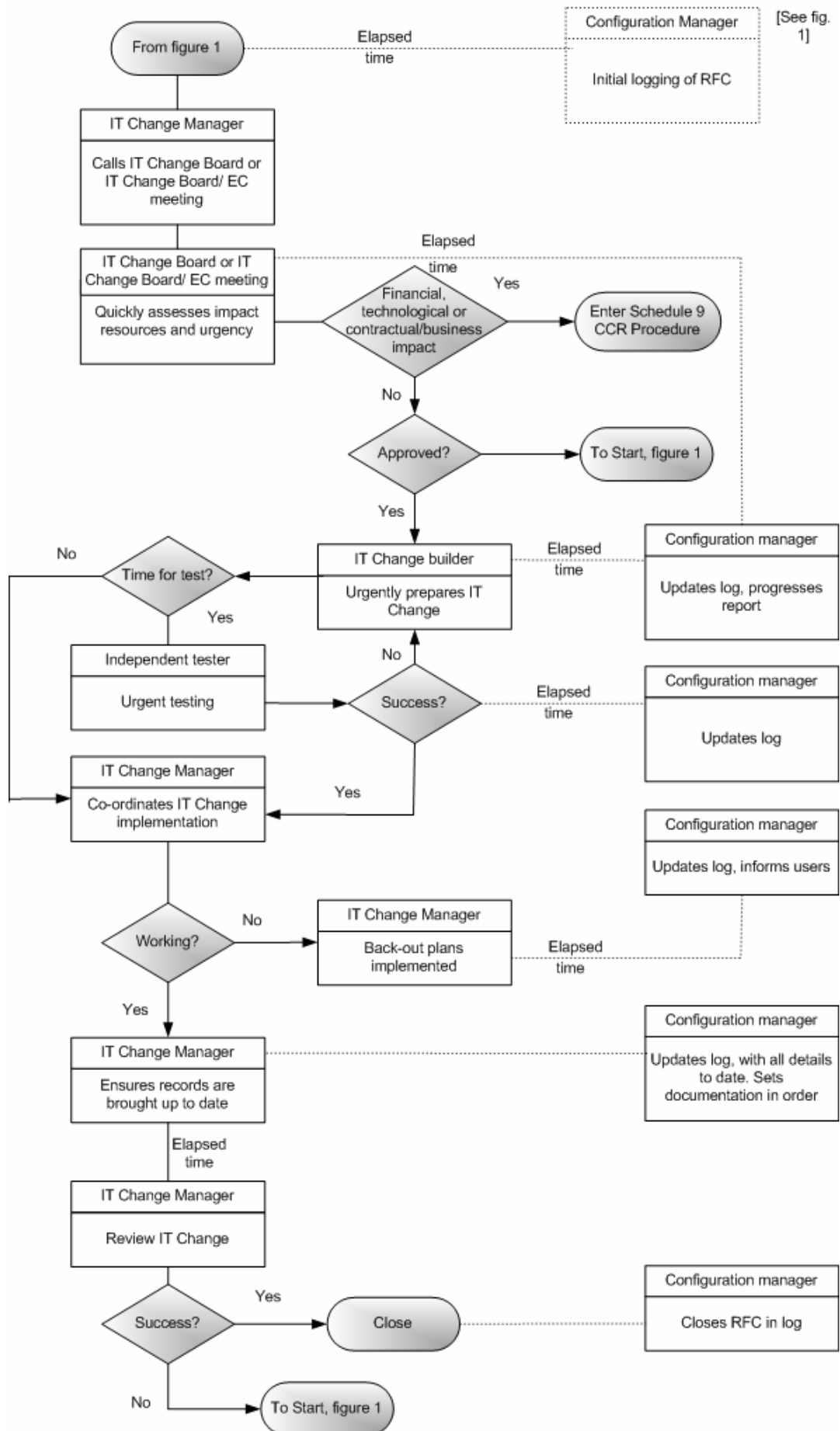
Reproduced and modified from ITSMF Ltd publication 'IT Service Management – A Companion to the IT Infrastructure Library'

Fig. 2: IT Change Management – Part 2 (normal)



Reproduced and modified from ITSMF Ltd publication "IT Service Management – A Companion to the IT Infrastructure Library"

Fig. 3: IT Change Management – Part 3 (urgent)



Reproduced and modified from ITSMF Ltd publication "IT Service Management – A Companion to the IT Infrastructure Library"

Annex I

IT Change Process

[Information Redacted]

Annex J

**Change Control Pricing Template
Applicable to All Change Control Requests**

LRUC CHANGE CONTROL PRICING TEMPLATE (please attach any supporting documentation)					
CCR No. (allocated by TfL ChM)		CCR Version No. (allocated by TfL ChM)		IAF Version No. (allocated by TfL ChM)	
Assessing Team			No. of Attachments		
Pricing Components:					
Labour:					
Role	Grade	No. Days	Rate per Day	Expenses	Total Charge
Hardware:					
Asset Description	Core IT or IBM Owned	Purchase Price	Installation Price		
If additional hardware is to be provided as part of the Services (as opposed to Core IT) then the pricing tables and transaction prices will be updates as appropriate and attached hereto.					
Software:					
Software Product	Version	Description	Licence Fee	Support Fee	
Third Party Costs:					
Third Party	Scope / Role	Quotation Attached Y/N	Total Charge	Quotation Expiry Date	
For Third Party charges above [£TBA with TfL] IBM will obtain and provide to TfL 3 quotations together with an analysis of the bids and IBM's recommendation as to which third party to select.					
TfL Dependencies / Deliverables including other services provider dependencies:					
IBM to provide, as far as it reasonably can, an estimate of TFL financial implications either in terms of person days or, where known, costs and financial implications.					
Other Costs (if applicable) – e.g. cost of money for amortised investments or other financial implications					
Recommendation (Accept / Reject / Defer)					
Signed (Assessor)			Dated (Assessor)		
Signed (Team Leader)			Dated (Team Leader)		
Logged By (TfL Ch M)			Dated (TfL Ch M)		