



# **Provision of an Enhanced Core Transport Management System**

## **Schedule 8 Change Control Procedure**

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## 1 Introduction

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1.1.1 This Schedule sets out the process and procedure that will apply to SOW Changes.

1.1.2 For the purpose of this Schedule, “**SOW Changes**” means:

- (a) any change to a Statement of Work, the scope of the Services provided under a Statement of Work and/or any Deliverables provided under a Statement of Work, that has a demonstrated substantial or material impact or change on the Statement of Work including any material impact on the Charges under a Statement of Work (but not including any new or additional Statement of Work which will be agreed by the parties in accordance with clause 2 of the Agreement); or
- (b) where agreed by the parties, any other change to a Statement of Work, the scope of the Services provided under a Statement of Work and/or any Deliverables provided under a Statement of Work.

1.1.3 This Schedule:

- (c) will not apply to any actual, proposed or anticipated changes or amendments to the terms of this Agreement, including the Schedules to this Agreement, which shall only be made in accordance with clause 50.7 (Amendment) of this Agreement; and
- (d) is without prejudice to the parties’ ability to agree Changes to the Products, Services, System or other Deliverables in accordance with TfNSW’s Change Management procedures, provided any such Change is not a SOW Change.

1.1.4 This Supplier and TfNSW must both comply with the provisions of this Schedule and must both perform all their respective responsibilities and obligations set out in this Schedule.

## 2 Right to Request SOW Changes

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2.1.1 If either party wishes to make a SOW Change, they will notify the other party of the proposal for a SOW Change.

2.1.2 Within 5 Business Days after either party notifies the other of a proposal for a SOW Change, TfNSW and the Supplier must discuss the relevant SOW Change (as notified) to agree whether they can proceed further with the proposed SOW Change or to abandon the proposed SOW Change.

## 3 Progression of Changes

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3.1.1 If the parties agree to proceed further with a SOW Change following discussions under section 2 of this Schedule, the Supplier must (unless otherwise agreed by the parties) within 10 Business Days, and at no additional cost to TfNSW, prepare and submit to TfNSW a change proposal document setting out details of the SOW Change (**Change Proposal**).

## 4 Contents of the Change Proposal

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4.1.1 Each Change Proposal must be in the form set out in Appendix 1 (Form of Change Proposal) to this Schedule (**Form of Change Proposal**) and, to the extent relevant, contain:

- (a) a Change Proposal Number;

- (b) the originator and date of the request for the relevant SOW Change;
- (c) proposed implementation date of new or varied Service;
- (d) the reason for the relevant SOW Change;
- (e) full details of the relevant SOW Change;
- (f) full details of all the costs for implementing the SOW Change (if any);
- (g) full details of the effect on the Charges (if any);
- (h) a timetable for implementing the relevant SOW Change;
- (i) the consequential amendments, if any, to any of the Schedules to the Statement of Work necessitated by the relevant SOW Change and any consequential impact on the provision of the Services, or on the Performance Measures or Service Levels (as applicable);
- (j) the date of expiry of validity of the Change Proposal, which unless agreed otherwise shall be 20 Business Days after the date of the Change Proposal;
- (k) provision for signature by TfNSW and the Supplier for acceptance or rejection of the Change Proposal; and
- (l) any other information that is required to be set out in a Form of Change Proposal or that may be reasonably required by TfNSW to be included in a Form of Change Proposal.

## **5 Consideration of the Change Proposal**

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5.1.1 For each Change Proposal submitted, TfNSW must, within the period of validity of the Change Proposal evaluate the Change Proposal and:

- (a) approve the Change Proposal;
- (b) reject the Change Proposal; or
- (c) require the Supplier to amend the Change Proposal to make it acceptable to TfNSW and/or provide TfNSW with additional information about the Change Proposal. In particular, TfNSW may require the Supplier to:
  - (i) justify any costs of implementing the SOW Change and any proposed increase in the Charges; and/or
  - (ii) provide alternative solutions that will minimise any cost of the SOW Change or proposed increase in the Charges, for example by diverting resources from other aspects of the Services or reducing the Performance Measures or Service Levels (as applicable),

and the Supplier must use all reasonable endeavours to amend and resubmit the Change Proposal and/or provide further information, in accordance with TfNSW's instructions. The Supplier must resubmit the Change Proposal and/or provide further information to TfNSW within 5 Business Days (unless otherwise agreed by the parties) and at no additional cost to TfNSW.

## **6 Acceptance of the Change Proposal**

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- 6.1.1 If TfNSW accepts the Change Proposal (either as submitted by Supplier or as amended under section 5 above) then TfNSW and Supplier must procure that their respective authorised representatives execute, as soon as possible thereafter, two copies of the Change Proposal, with each party retaining one copy of the executed Change Proposal. Upon the Change Proposal being executed by both parties, the relevant Statement of Work will be taken to have been amended in accordance with the Change Proposal and this Change Control Procedure.

## **7 Rejection of the Change Proposal**

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- 7.1.1 Unless and until the parties have agreed the contents of a Change Proposal provided under this Schedule and the Change Proposal has been executed by the parties in accordance with section 6 above, the SOW Change will not apply and the parties must continue to perform their respective obligations under this Agreement without the variation proposed by the SOW Change.

## **8 Urgent Changes**

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- 8.1.1 Where TfNSW reasonably believes there is an urgent need for a SOW Change, it may notify the Supplier of the proposal for an urgent SOW Change.
- 8.1.2 Such an urgent SOW Change must be processed in accordance with this Schedule, save that the Supplier must deal with it as a matter of urgency including by producing a Change Proposal for the urgent SOW Change in accordance with sections 3 and 4 above as soon as possible but in any event within 5 Business Days of TfNSW's notification of the need for an urgent SOW Change.

## **9 Direction to Proceed**

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- 9.1.1 Notwithstanding anything to the contrary in this Schedule or the Agreement, TfNSW may, by giving notice to the Supplier expressly referring to this section 9 of this Schedule, direct the Supplier to perform the SOW Change proposed under a Change Proposal (and provide the related Services thereunder) at any time before the Change Proposal has been approved and executed by the parties under this Schedule (a **Direction To Proceed**), in which case the provisions of section 10 below shall apply in respect of the costs and Charges associated with performing the SOW Change and the Direction To Proceed.
- 9.1.2 Notwithstanding section 9.1.1 above, TfNSW issuing a Direction To Proceed under section 9.1.1 does not relieve the Supplier or TfNSW from their obligations under this Schedule including to prepare and agree a Change Proposal.
- 9.1.3 Once a Change Proposal has been agreed and executed by the parties in accordance with this Schedule, the terms of that Change Proposal shall apply to the performance of the SOW Change and any Services related to the Direction To Proceed, including any costs or Charges that are applicable to the performance of the SOW Change and any related Services.

## **10 Costs, Charges**

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*[Commercial-in-confidence]*

## **11 Disputes**

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- 11.1.1 If there is any disagreement or dispute between the parties in connection with the Change Control Procedure or any Change Proposal, then the provisions of clause 30 (Dispute Resolution) of this Agreement shall apply in respect of such disagreement or dispute.
- 11.1.2 Each party must comply with and perform its obligations under this Schedule at its own cost and shall not charge the other for such performance.
- 11.1.3 Until such time as a SOW Change is made in accordance with this Schedule, the Supplier must, unless otherwise agreed in writing, continue to provide the Products, Deliverables and Services under a Statement of Work as if the SOW Change had not been requested or recommended.
- 11.1.4 Any discussion which may take place between TfNSW and the Supplier in connection with a SOW Change and before the authorisation of a resultant SOW Change and execution of a Change Proposal in accordance with this Schedule shall be without prejudice to the rights of either party.

## Appendix 1: Form of Change Proposal

### Form of Change Proposal

<b>Change Proposal Number</b>		<i>Insert Change Proposal Number</i>
<b>Date of Change Proposal</b>		<i>Insert date of draft Change Proposal</i>
<b>Originator of Change Proposal Form</b>		<i>TfNSW or Supplier</i>
<b>Proposed implementation date of new or varied Service</b>		<i>Insert proposed date of implementation</i>
<b>Date of expiry of validity of Change Proposal</b>		<i>Insert validity expiry date. The Change Proposal is invalid after this date.</i>

### CHANGE PROPOSAL HISTORY LOG

Change Proposal Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

### DETAILS OF CHANGE PROPOSAL

<b>Summary</b>	<i>[Insert a summary of the Change Proposal]</i>
<b>Scope</b>	<i>[Insert full details.]</i>
<b>Timeline for commencement of the Change Proposal</b>	<i>[Insert full details.]</i>
<b>Supplier Personnel implications</b>	<i>[Insert changes, if any.]</i>
<b>Other resources implications on Supplier</b>	<i>[Insert changes, if any.]</i>
<b>TfNSW Personnel implications</b>	<i>[Insert changes, if any.]</i>
<b>Other resources implications on TfNSW</b>	<i>[Insert changes, if any.]</i>
<b>Changes to TfNSW Input</b>	<i>[Insert changes, if any.]</i>
<b>Impact on Charges and timing of payment</b>	<i>[Insert full details.]</i>
<b>Effect of Change Proposal on any other service components</b>	<i>[Insert changes, if any.]</i>

<b>Effect of Change Proposal on Performance Measures, Service Levels or Service Credits</b>	<i>[Insert changes, if any.]</i>
<b>Changes required by Change Proposal to any Project Documentation or other Deliverables</b>	<i>[Insert changes, if any.]</i>
<b>Plan for implementing the Change Proposal</b>	<i>[insert the plan for implementing the Change Proposal]</i>
<b>Responsibilities of the Supplier for implementing the Change Proposal</b>	<i>[Insert the responsibilities of the Supplier for implementing the change]</i>
<b>Responsibilities of TfNSW for implementing the Change Proposal</b>	<i>[insert the responsibilities of TfNSW for implementing the change]</i>
<b>Effect on Acceptance Tests (e.g. for any Deliverable, Application, System, Solution)</b>	<i>[Insert if there will be any effect on any Acceptance Testing, if any.]</i>
<b>Effect of change on performance of any Deliverable</b>	<i>[Insert if there will be any effect on performance of any Deliverable or any new Deliverables, if any.]</i>
<b>Effect on users of the System/Solution</b>	<i>[Insert if there will be any effect on users of the System/Solution, if any.]</i>
<b>Effect on Training Services</b>	<i>[Insert if there will an effect on training, if any.]</i>
<b>Any other matters which are required by TfNSW</b>	<i>[insert if there are any other matters required by TfNSW to be included in the Change Proposal.]</i>
<b>List of documents that form part of this Change Proposal</b>	<i>[Insert a list of the documents that form part of this Change Proposal]</i>
<b>Statement of Work legal terms, clauses, sections or schedules affected by the Change Proposal.</b>	<i>[Insert details of all amendments that are required to any contractual document making up the Statement of Work, if any.]</i>



## SIGNED AS AN AGREEMENT

Signed for and on behalf of **Transport for NSW**

By *[insert name of authorised Transport for NSW Representative]* but not so as to incur personal liability

**Signature of Transport for NSW Representative**

**Print name**

**Date**

Signed for and on behalf of *[insert details for Supplier]*

**Signature of Authorised Signatory**

**Print name**

**Date**