

Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	2
Date of Change Request	On the date the last party executes this Change Request Form.
Originator of need for Change Request	Customer.
Implementation Date of Change	On the date the last party executes this Change Request Form.
Date of expiry of validity of Change Request	Not applicable.
Contractor's estimated time and cost of evaluation	Not applicable.
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)	Nil.

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
August 2020	1.0	Initial draft - pending	Customer

DETAILS OF CHANGE REQUEST

SUMMARY

1. This Change Request will amend the following parts of the Customer Contract (including the PIPP):
 - (a) Amendment to the position of [REDACTED] as described in the Customer Contract in:
 - (i) Schedule 1, item 3, Customer's Representative Order Details agreed by the Contractor and the Customer; and
 - (ii) Schedule 1, item 16, Management Committee Order Details agreed by the Contractor and the Customer,

as further detailed in paragraph 6 below (**Position Title Variation 2**).

- (b) **Schedule 12 - Payment Implementation and Project Plan to the Customer Contract (PIPP):**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(PIPP Variation 2).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ACKNOWLEDGEMENTS

3. The Parties acknowledge and agree that:
- (a) this Change Request takes effect so that the Customer Contract is varied with effect from the "Implementation Date of Change" specified on the cover of this Change Request;
 - (b) the Customer Contract as amended by this Change Request continues in full force and effect;
 - (c) all rights and liabilities of the Parties under this Customer Contract prior to the "Implementation Date of Change" are as set out in this Customer Contract as it existed prior to the date of this Change Request;
 - (d) nothing discharges, prejudices, releases or otherwise affects any liability, obligation or accrued right arising under the Customer Contract prior to the "Implementation Date of Change"; and
 - (e) this Change Request is intended only to vary the Customer Contract and not to terminate, discharge, rescind or replace it.

PRIOR WORK

4. The terms of the Customer Contract as varied by this Change Request apply to all of the work performed by the Contractor in connection with the performance of the Deliverables and the Contractor's obligations under the Customer Contract even if it was performed prior to the "Implementation Date of Change" specified on the cover of this Change Request.
5. Any payment made to the Contractor by the Customer in connection with the Customer Contract or the Deliverables prior to the Implementation Date of Change will be treated as a payment under the Customer Contract and will be in part discharge of the Customer's obligation to pay the Contract Price.

SCOPE

6. Position Title Variation 2

Replace the Position details of [REDACTED] in the following parts of the Customer Contract, as follows:

- (a) Schedule 1, item 3, Customer's Representative Order Details agreed by the Contractor and the Customer:

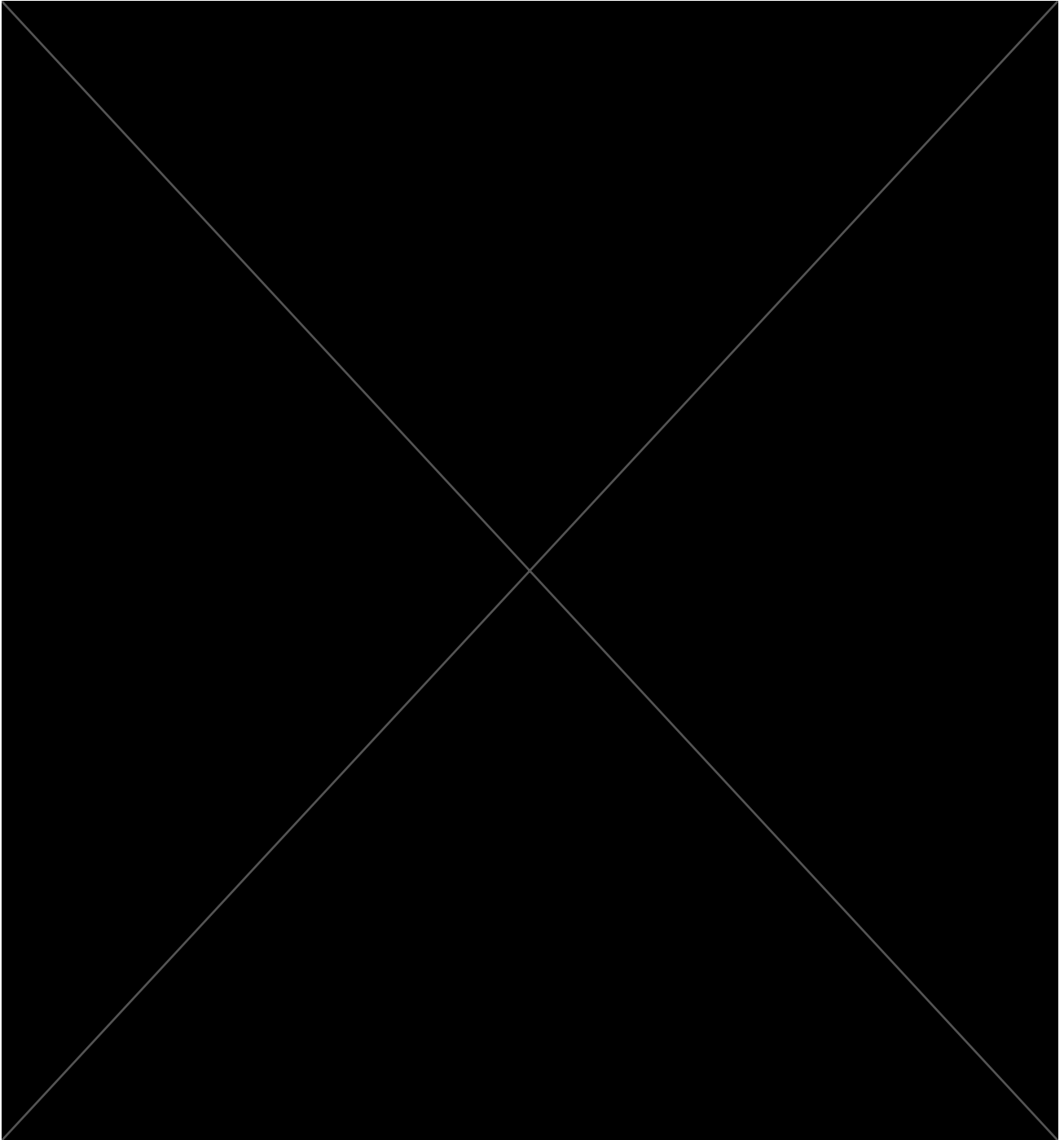
Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- (b) Schedule 1, item 16, Management Committee Order Details agreed by the Contractor and the Customer:

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.6)	
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	For escalation [REDACTED] [REDACTED] [REDACTED] [REDACTED]



EFFECT OF CHANGE ON CONTRACT SPECIFICATION

9. The Contract Specification (which includes the PIPP) is amended to include:
 - (a) additional new Deliverables (Deliverables 10 to 15), as specified in PIPP Variation 2 and summarised above.

EFFECT OF CHANGE ON PROJECT TIMETABLE

10. The Contractor must deliver the additional scope of work under PIPP Variation 2 in accordance with the dates and other timeframes specified in PIPP Variation 2.

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

11. The new charges and the timing of payments are per PIPP Variation 2.

CHANGES TO CSI

12. As advised in writing by the Customer.

CHANGES TO CUSTOMER PERSONNEL

13. There are no changes to the Customer's Personnel.

CHANGES TO CUSTOMER ASSISTANCE

14. Per the PIPP Variation 2.

PLAN FOR IMPLEMENTING THE CHANGE

15. Per the PIPP Variation 2.

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

Responsibilities of the Contractor

16. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 2.

Responsibilities of the Customer

17. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 2.

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

18. Acceptance testing and acceptance criteria in relation to Deliverables 10 to 15 are as specified in PIPP Variation 2, as set out in Schedule 1 to this Change Request.

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

19. The PIPP Variation 1 adds new Deliverables (Deliverables 10 to 15 as summarised above), as set out in Schedule 1 to this Change Request.

EFFECT ON USERS OF THE SYSTEM/SOLUTION

20. The implementation of the additional new Deliverables will add functionality to the system as described in the PIPP Variation 2.

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

21. Refer to the new Summary Table of Deliverables as set out in Schedule 1 to this Change Request and PIPP Variation 2.

EFFECT ON TRAINING

22. None.

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

23. None.

ASSUMPTIONS

24. None.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

25. The following documents that form part of this Change Request:

- (a) PIPP Variation 2 (Schedule 1 to this Change Request Form).

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

26. The following clauses in the Customer Contract and relevant Schedules, including Service Level Agreement, are amended:

- (a) Schedule 1 to the Customer Contract - General Order Form

As per the Position Title Variation 2.

- (b) Schedule 12 – PIPP

Amendments as per PIPP Variation 2 at Schedule 1.

- (c) Additional Conditions

None.

AUTHORISATION

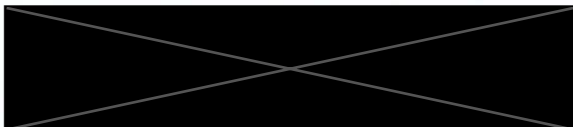
27. Once this Change Request is signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

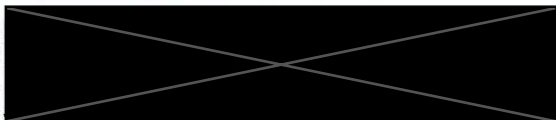
Signed for and on behalf of

Sydney Trains (ABN 38 284 779 682)

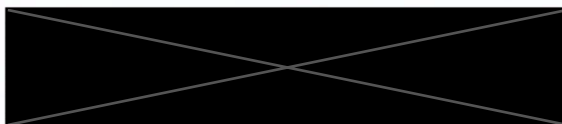
by its authorised delegate in the presence of:



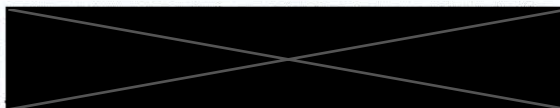
Signature of witness



Full name of witness



Signature of authorised delegate



Full name of authorised delegate

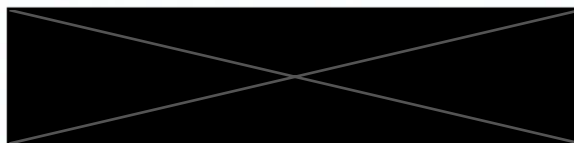


Date

Signed for and on behalf of

AppJourney Pty Ltd (ABN 80 162 192 174)

in accordance with s 127 of the *Corporations Act 2001* (Cth)



Signature of sole director



Print name



Date

