

# Smart Meters Programme Schedule 8.2

(Change Control) (P&C version)

**SCHEDULE 8.2  
CHANGE CONTROL**

**PART A – OVERVIEW**

This Schedule 8.2 sets out the procedure for dealing with Changes and comprises the following parts:

<b>Part</b>	<b>Scope</b>
Part A	Overview
Part B	Definitions
Part C	General principles
Part D	Common Changes
Part E	Charging principles
Part F	Process for Changes
Part G	Urgent Changes

**Main categories of Change**

This Schedule 8.2 addresses the following main categories of Change:

<b>Category</b>	<b>Meaning</b>
<b>"Common Change"</b>	means any Change which may affect one or more of the DCC Service Providers or any part(s) of any services provided by any DCC Service Provider, or give rise to consequential changes that would need to be addressed under one or more of the DCC Service Provider Contracts.
<b>"Contract Change"</b>	means any Change to this Agreement (or the Services to be provided under this Agreement

**PART B – DEFINITIONS****1. DEFINITIONS**

In this Schedule 8.2:

<b>"Change Authorisation Note"</b>	means the form used by the parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 4 to this Schedule 8.2;
<b>"Change Communication"</b>	means any Change Request, Preliminary Assessment, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule 8.2;
<b>"Change Rejection Notice"</b>	has the meaning given in paragraph 9 of Part F of this Schedule 8.2;
<b>"Change Request"</b>	means a written request for a Contract Change which shall be substantially in the form of Appendix 1 to this Schedule 8.2;
<b>"Charges Adjustment"</b>	has the meaning given in paragraph 4.1 of Part E of this Schedule 8.2;
<b>"Common Change"</b>	has the meaning given in Part A of this Schedule 8.2;
<b>"Contract Change"</b>	has the meaning given in Part A of this Schedule 8.2;
<b>"Contractor's Change Manager"</b>	means the person appointed to that position by the Contractor from time to time and notified in writing to the DCC;
<b>"DCC's Change Manager"</b>	means the person appointed to that position by the DCC from time to time and notified in writing to the Contractor;
<b>"Impact Assessment"</b>	means a detailed impact assessment of a Change Request substantially in the form of Appendix 3 to this Schedule 8.2 and as further described in paragraph 7 of Part F of this Schedule 8.2;
<b>"Preliminary Assessment"</b>	has the meaning given in paragraph 6.1 of Part F of this Schedule 8.2; and

**"Urgent Change"**

has the meaning given in paragraph 10 of Part G of this Schedule 8.2.

## **PART C – GENERAL PRINCIPLES**

### **2. GENERAL PRINCIPLES**

#### **General obligations of the parties**

- 2.1 The parties acknowledge and agree that:
- (a) both parties shall conduct discussions relating to proposed Changes in good faith and neither party shall act unreasonably in implementing the Change Control Procedure;
  - (b) the Contractor shall ensure that all proposals made by it in connection with this Schedule 8.2 offer a level of service which is commensurate with Good Industry Practice; and
  - (c) subject to **Clause 33** (Change in Mandatory Requirements), the Contractor shall price all Changes in accordance with Part E of this Schedule 8.2.

#### **Change in Mandatory Requirements**

- 2.2 If a Change is required in order to comply with a Change in Mandatory Requirements, this Schedule 8.2 shall be subject to **Clause 33** (Change in Mandatory Requirements).

#### **Contract Changes**

- 2.3 Under this Change Control Procedure:
- (a) either party may request a Contract Change which it shall initiate by issuing a Change Request in accordance with paragraph 5 of Part F of this Schedule 8.2;
  - (b) the Contractor will assess and document the potential impact of a proposed Contract Change in accordance with paragraphs 6 and 7 of Part F of this Schedule 8.2;
  - (c) the DCC shall have the right to request amendments to an Impact Assessment, approve the proposed Contract Change or reject the proposed Contract Change in the manner set out in paragraph 8 of Part F of this Schedule 8.2;
  - (d) the Contractor shall have the right to reject a proposed Contract Change solely in the manner set out in paragraph 9 of Part F of this Schedule 8.2; and
  - (e) unless otherwise agreed by the parties in writing (including in respect of an Urgent Change), no proposed Contract Change shall be implemented by the Contractor until such time as a Change Authorisation Note has been signed and issued in accordance with paragraph 8.2 of Part F of this Schedule 8.2.

#### **Obligation to implement Changes**

- 2.4 Subject to paragraph 2.3(e), the Contractor acknowledges that all Changes proposed by the DCC must be carried out by the Contractor (except where it is entitled to serve a Change Rejection Notice).

**Position until Contract Change has been agreed**

- 2.5 Until such time as a Change Authorisation Note has been signed and issued by the DCC's Change Manager on behalf of the DCC in accordance with this Schedule 8.2, then:
- (a) unless the DCC expressly agrees otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
  - (b) any discussions, negotiations or other communications which may take place between the DCC and the Contractor in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each party's other rights and remedies under this Agreement.

**PART D – COMMON CHANGES**

**3. APPROACH TO COMMON CHANGES**

3.1 Where, at any time, the DCC (acting reasonably) considers that a Change under this Agreement is a Common Change, it may designate such Change as a Common Change.

3.2 The DCC may require that:

(a) the Contractor (acting reasonably) considers any proposals or suggestions made by the DCC as to whether:

(i) the Contractor or a DCC Service Provider should take a specific role (including leading or acting as integrator) in relation to the Common Change; and/or

(ii) if the Contractor or another DCC Service Provider is best placed to coordinate work relating to the Change Request, Preliminary Assessment, Impact Assessment and/or Change Authorisation Note in relation to the Common Change;

(b) the Contractor and any DCC Service Provider affected by the Common Change co-operate in the preparation of any Change Request, Preliminary Assessment, Impact Assessment and/or Change Authorisation Note under this Schedule 8.2 in relation to the Common Change;

3.3 The Contractor undertakes to co-operate with the DCC and the affected DCC Service Providers to:

(a) assess the impact of any Common Changes on (i) this Agreement and

(b) seek to agree an appropriate manner in which any such Common Changes may be implemented which either

wherever possible, has a positive impact on this Agreement or

where this is not feasible, minimises any adverse impact on this Agreement).

## PART E – CHARGING PRINCIPLES

### 4. PRICING OF CHANGES

#### General principles

4.1 Any adjustment to the Charges in relation to a Change (each, a "**Charges Adjustment**") shall:

- (a) be agreed in accordance with this Schedule 8.2; and
- (b) subject to the remainder of this paragraph 4.1, be calculated in accordance with the principles and applicable rates set out in Schedule 7.1 (Charges and Payments), as applicable.

4.2 The Contractor acknowledges that, under the SEC and the DCC Licence, the DCC is required to ensure that both (i) the provision of the Services and (ii) the Charges represent value for money for the SEC Parties and Consumers throughout the Service Period. Accordingly, the Contractor agrees that any Charges Adjustment proposed by it shall be reasonable, taking appropriate account of:

- (a) the nature and scope of the Change;
- (b) the costs incurred by the Contractor in relation to the implementation and/or ongoing operation of the Change;
- (c) where applicable, the impact of the Change on the Contractor's costs relating to the provision of the Services; and
- (d) where applicable, the impact of the Change on the risk profile of the Contractor under this Agreement.

#### Requirements for Charges Adjustments

4.3 Any Charges Adjustment shall be subject to the Contractor:

- (a) taking all reasonable steps to minimise any increase in its costs (and, where applicable, maximise any reduction in its costs) arising from the Change, including by ensuring that, where possible:
  - (i) existing resources are used in relation to the implementation and/or ongoing operation of the Change; and
  - (ii) any existing or new resources used in relation to the Change are used in a reasonably efficient manner and in accordance with Good Industry Practice;
- (b) taking all reasonable steps to mitigate any risks or other adverse effects of the Change (and, where applicable, to take advantage of any positive or beneficial effects of the Change); and
- (c) providing reasonable evidence to the DCC (as part of the relevant Impact Assessment) in relation to:

- (i) where applicable, how the Change has affected the costs of providing any Services affected by the Change;
- (ii) any alteration in the resources used to provide the Services (including any new resources to be used in relation to the Change);
- (iii) how the Contractor has minimised any increase in its costs (and, where applicable, maximised any reduction in its costs) arising from the Change in accordance with paragraph 4.3(a) above;
- (iv) how the Contractor has mitigated any risks or other adverse effects of the Change (and, where applicable, taken advantage of any positive or beneficial effects of the Change) in accordance with paragraph 4.3(b) above; and
- (v) how any expenditure that has been avoided as a result of the Change has been taken into account in adjusting the Charges.

4.4 A Charges Adjustment will not apply where this Agreement provides that an increase in the Charges in relation to a Change is not permitted, including:

- (a) Clause 33.3.2.3 (Change in Mandatory Requirements);
- (b) Clause 40.9 (Partial Termination).

4.5 Any Charges Adjustment shall comply with any express requirements of this Agreement, including:

- (a) Clauses 33.4 to 33.6 (Change in Mandatory Requirements); and
- (b) Clause 40.9.2 (Partial Termination).

4.6 A Charges Adjustment will not apply, and the DCC shall be entitled to a reduction in the Charges in respect of any Change, to the extent:

- (a) expressly stated in this Agreement (including Clause 40 (Partial Termination));
- (b) the implementation of the Change would result in a reduction of the Contractor's costs relating to the provision of the Services; and/or
- (c) the implementation of the Change would have a positive or beneficial impact on the risk profile of the Contractor under this Agreement.

**Charges due to breach by either party**

4.7 Where any Change is required as a result of any breach by either party of its obligations under this Agreement, any Charges Adjustment shall, unless otherwise agreed by the parties in writing, be without prejudice to the other party's rights and remedies in respect of the relevant breach.

**Inability to agree on Charges Adjustment**

- 4.8 If the parties are unable to agree on any Charges Adjustment in accordance with this Schedule 8.2 within ninety (90) days after the date of the relevant Change Request, then either party may invoke the Dispute Resolution Procedure.

## PART F – PROCESS FOR CHANGES

### 5. CHANGE REQUEST

- 5.1 Either party may issue a Change Request to the other party at any time during the Service Period. Each Change Request shall be substantially in the form set out in Appendix 1 to this Schedule 8.2 and must include the following information:
- (a) a brief description of the nature, scope and urgency of the Change;
  - (b) if the Contract Change relates to a Change in Mandatory Requirements;
  - (c) a sequential Change Request number (which shall comply with any reasonable numbering policy notified by the DCC to the Contractor's Change Manager from time to time and in any event such number as the DCC may assign);
  - (d) whether the party issuing the Change Request believes that it may be a Common Change or whether that needs to be determined; and
  - (e) whether the party issuing the Change Request considers the proposed Contract Change to be an Urgent Change.

### 6. PRELIMINARY ASSESSMENT

#### **Timescales for preparation**

- 6.1 Within eight (8) Working Days after:

- (a) the date of receipt of a Change Request from the DCC; or
- (b) the date of issue of a Change Request by the Contractor,

the Contractor shall provide to the DCC a preliminary assessment of the relevant Change which complies with the requirements of this paragraph 6 (a "**Preliminary Assessment**").

#### **Format**

- 6.2 Unless otherwise agreed by the parties in writing, each Preliminary Assessment shall be substantially in the form set out in Appendix 2 to this Schedule 8.2.

#### **Content: General requirements**

- 6.3 Each Preliminary Assessment shall, as a minimum, include the following information (in reasonable detail):
- (a) any issues or concerns of the Contractor (acting reasonably) regarding the technical feasibility of the Change;
  - (b) an estimate of any likely Charges Adjustment required in relation to the Change;

- (c) an estimate of the timescales that would be required for the implementation of the Change;
- (d) a fixed price for the initial preparation, negotiation and finalisation of an Impact Assessment in accordance with paragraphs 7 to 9 of this Part F;
- (e) the timescales for the initial preparation and delivery of an Impact Assessment in accordance with paragraph 7 of this Part F;
- (f) any additional information reasonably required by the Contractor from the DCC in order to provide an Impact Assessment in relation to the Change; and
- (g) any other information, which would otherwise be addressed in the relevant Impact Assessment in accordance with paragraph 7, that is reasonably requested by the DCC given the nature, scope and urgency of the Change (but taking appropriate account of what the Contractor can reasonably be expected to achieve within the timescales referred to in paragraph 6.1 above).

**Requirements for estimated Charges Adjustment and timescales**

6.4 The information referred to in paragraphs 6.3(b) and 6.3(c) shall be estimates only and will not be contractually binding on the Contractor. However, in preparing such estimates, the Contractor shall:

- (a) act reasonably and in good faith;
- (b) take appropriate account of the information available to the Contractor at that time which is relevant to the preparation of such estimates; and
- (c) where necessary to prepare such estimates, make reasonable enquiries of any Contractor Persons or other third parties who are relevant to the preparation of such estimates.

Any estimate of the likely Charges Adjustment shall comply with Part E of this Schedule 8.2.

**Requirements for Impact Assessment pricing**

6.5 The fixed price referred to in paragraph 6.3(d) shall be:

- (a) where applicable, consistent with the requirements of paragraph 7.10 of Part F of this Schedule 8.2;
- (b) calculated in accordance with the principles and applicable rates set out in Schedule 7.1 (Charges and Payments); and
- (c) reasonable, taking appropriate account of:
  - (i) the nature and scope of the relevant Change (as specified in the Change Request); and

- (ii) the time and effort required to prepare, negotiate and finalise the Impact Assessment in accordance with paragraphs 7 to 9 of this Part F.

### **Requirements for Impact Assessment timescales**

- 6.6 The timescales referred to in paragraph 6.3(e) shall provide for the initial preparation and delivery of an Impact Assessment:
  - (a) as soon as reasonably practicable, taking appropriate account of the nature, scope and urgency of the Change (as specified in the Change Request); and
  - (b) in any event (unless otherwise agreed by the parties in writing following delivery by the Contractor of the Preliminary Assessment) by no later than thirty (30) days from the date on which the DCC requests the Contractor to prepare an Impact Assessment in accordance with paragraph 7.1(b) below.

### **Cost of Preliminary Assessments**

- 6.7 Each party shall bear its own costs in relation to the preparation of each Preliminary Assessment.

### **No right of refusal**

- 6.8 The Contractor shall not be entitled to refuse to prepare a Preliminary Assessment. Paragraph 9 shall not apply to the preparation of Preliminary Assessments.

## **7. IMPACT ASSESSMENT**

### **General**

- 7.1 Following receipt of the Preliminary Assessment from the Contractor, the DCC:
  - (a) may request that the Preliminary Assessment is discussed further by the; and
  - (b) shall notify the Contractor in writing whether it wishes to proceed with the preparation of an Impact Assessment. The DCC shall not reject preparation of an Impact Assessment where the relevant Change is necessary for the Contractor or the Services to comply with any Change in Mandatory Requirements.
- 7.2 If the DCC requests the Contractor to prepare an Impact Assessment in accordance with paragraph 7.1(b), then, subject to paragraph 9, the Contractor shall provide an Impact Assessment relating to the relevant Change to the DCC in accordance with the requirements of this paragraph 7.
- 7.3 The DCC shall provide any information referred to in paragraph 6.3(f) above as soon as is reasonably practicable and the Contractor shall provide the DCC with sufficient information to enable it to understand fully the nature of the information requested. The timescales for the provision of the Impact

Assessment shall be extended by the time taken by the DCC to provide the relevant information.

**Format**

- 7.4 Unless otherwise agreed by the parties in writing, each Impact Assessment shall be substantially in the form set out in Appendix 3 to this Schedule 8.2.

**Timescales for preparation**

- 7.5 Unless otherwise agreed by the parties in writing and subject to paragraph 7.3, each Impact Assessment shall be provided to the DCC in accordance with the timescales set out in the relevant Preliminary Assessment (as further described in paragraphs 6.3(e) and 6.6 above).

**Content**

- 7.6 Each Impact Assessment shall, as a minimum, include the following information (in reasonable detail):

***General***

- (a) details of the proposed Contract Change (including the reason for the Contract Change and any specifications or requirements specified by the DCC);

***Impacts on Smart Metering Programme***

- (b) whether the Contractor (having made reasonable enquires and analysis) believes the proposed Contract Change to be a Common Change;
- (c) where known to the Contractor (having made reasonable enquires and analysis), details of the impact of the proposed Contract Change on other aspects of the Smart Metering Programme, including:
- (i) the DCC Environment and/or the DCC Services;
  - (ii) the End-to-end Smart Metering System;
  - (iii) any DCC Eco-System Entity (or the Systems used by any DCC Eco-System Entity in relation to the Smart Metering Programme); and/or
  - (iv) Consumers (including on Smart Appliances and Smart Metering Systems);
- (d) where applicable, a proposal for a vulnerability assessment using controlled penetration techniques from a HMG CHECK approved organisation for sensitive parts of a Contractor Solution;
- (e) identification of risks (including an information security risk assessment) and an associated risk treatment plan;

***Impact on Services and this Agreement***

- (f) details of the impact of the proposed Contract Change on:
  - (i) the Services and the Contractor's ability to meet its other obligations under this Agreement;
  - (ii) the Contractor Solution;
  - (iii) the Performance Measures;
  - (iv) the processing, storage and/or transmission of the DCC Data;
  - (v) the Milestones, Implementation Plan and any other timetable previously agreed by the parties;
  - (vi) the Operations Manual, BCDR Plan, Continuous Improvement Plan, Quality Plan and/or Exit Plan;
  - (vii) all interfaces, systems and services relevant to the provision of and/or use of the Services;
  - (viii) any environmental or health and safety risks or assessments;
  - (ix) any Intellectual Property Rights which will be used or cease to be used to provide the Services in consequence of the Change; and
  - (x) any other aspects of (and/or variation required to) this Agreement;

***Charges Adjustment***

- (g) details of any Charges Adjustment, together with any information necessary to explain the basis for calculations of the Charges Adjustment (including any information or evidence required in accordance with Part E of this Schedule 8.2);

***Implementation of the Change***

- (h) to the extent not otherwise addressed, a timetable for the implementation of the Change, together with any proposals for the testing of the Change and any acceptance processes (details of which shall be reasonably sufficient to demonstrate to the DCC that the operational and technical results of the Change are in conformity with all outcomes and requirements specified by the DCC and any other operational and technical matters identified by the Contractor);
- (i) where known to the Contractor (having made reasonable enquires and analysis), details of any dependencies or assumptions relating to the actions or inactions of the DCC or any third parties (including DCC Service Providers);

***Compliance with Mandatory Requirements etc.***

- (j) sufficient details of how the proposed Contract Change will ensure compliance with any applicable Mandatory Requirements and Core Standards (or any applicable Changes in Mandatory Requirements);
- (k) a detailed risk assessment;
- (l) where known to the Contractor (having made reasonable enquires and analysis), details of the impact of the proposed Contract Change on:
  - (i) the DCC Services and/or End-to-end Smart Metering System;
  - (ii) the Smart Metering Programme (including its agenda, strategy and requirements); and
  - (iii) the needs and requirements of the DCC and DCC Eco-System Entities in relation to the Change (including as identified by the DCC, including in any output based specification and/or Change Request); and
- (m) any other information required pursuant to any other provision of this Agreement; and

**Provision of additional information to the DCC**

- 7.7 If the DCC (acting reasonably) requires any additional information from the Contractor in order to fully assess the Impact Assessment, it shall notify the Contractor accordingly, detailing the information that it requires.
- 7.8 Following receipt of a notice from the DCC under paragraph 7.7, the Contractor shall issue a revised Impact Assessment, incorporating the requested information, to the DCC within thirty (30) days of receiving such notification. At the DCC's discretion, the parties may repeat the process described in paragraphs 7.7 and 7.8 until the DCC is satisfied that it has sufficient information to properly evaluate the Impact Assessment.

**Cost of Impact Assessments**

- 7.9 Unless otherwise agreed in writing by the parties and subject to paragraph 7.10 below, the Contractor shall be entitled to invoice the DCC for the fixed price referred to in paragraph 6.3(d) and 6.5 above following delivery of the Impact Assessment in accordance with paragraph 7.5 above.
- 7.10 The Contractor shall bear its own costs associated with the preparation, negotiation and finalisation of an Impact Assessment where this Agreement provides that such costs shall be borne by the Contractor, including:
  - (a) Clause 33.3.2.3 (Change in Mandatory Requirements); and
  - (b) Clause 40.9.1 (Partial Termination).

## 8. DCC'S RIGHT OF APPROVAL

### Response by the DCC

- 8.1 Within thirty (30) days after receiving the Impact Assessment from the Contractor (or, where applicable, within thirty (30) days after receiving any additional information from the Contractor pursuant to paragraphs 7.7 and 7.8), the DCC shall evaluate the Impact Assessment and shall do one of the following:
- (a) approve the proposed Contract Change, in which case the parties shall follow the procedure set out in paragraph 8.2 below;
  - (b) (in its absolute discretion) reject the Contract Change, in which case it shall notify the Contractor of the rejection. The DCC shall not reject any proposed Contract Change to the extent that the Contract Change complies with the requirements of this Agreement and is also necessary for the Contractor or the Services to comply with any Change in Mandatory Requirements. The DCC's shall also comply with any express restrictions in this Agreement regarding the exercise of its right of rejection under this paragraph 8.1(b). If the DCC does reject a Contract Change, then it shall explain its reasons in writing to the Contractor as soon as is reasonably practicable following such rejection; or
  - (c) require the Contractor to modify the Impact Assessment, in which event, subject to paragraph 9, the Contractor shall make such modifications within ten (10) days of such request or such other period agreed by the parties in writing (such agreement not to be unreasonably withheld, taking account of the extent of the modifications required by the DCC). The DCC's right to require modifications in relation to any Charges Adjustment shall be limited to addressing any aspects of the Impact Assessment which do not comply with Part E of this Schedule 8.2 (including paragraph 4.2). Any failure by the parties to agree the Charges Adjustment itself shall be subject to paragraphs 4.8 of Part E.

Subject to paragraphs 7.7 and 7.8 above, on receiving the modified Impact Assessment, the DCC shall approve or reject, pursuant to paragraphs 8.1(a) or 8.1(b), the proposed Contract Change within ten (10) days.

### Approval by the DCC

- 8.2 If the DCC approves the proposed Contract Change pursuant to paragraph 8.1(a), then:
- (a) the DCC shall notify the Contractor accordingly;
  - (b) the Contractor shall, within three (3) Working Days of such notification, deliver two (2) copies of a Change Authorisation Note ;
  - (c) following receipt by the DCC of the signed Change Authorisation Note from the Contractor, the DCC shall sign both copies and return one copy to the Contractor; and

- (d) with effect from the DCC's signature under paragraph 8.2(c), the Change Authorisation Note shall constitute a binding variation to this Agreement.

8.3 If the DCC does not countersign both copies of the Change Authorisation Note within ten (10) Working Days of receipt, then the Contractor shall notify the DCC accordingly. If the DCC does not sign the Change Authorisation Note within five (5) Working Days of the date of receipt of such notification, then the Contractor may refer the matter to the Dispute Resolution Procedure unless the DCC (subject to paragraph 8.1(b)) notifies the Contractor that it does not wish to proceed with the Change.

## 9. CONTRACTOR'S RIGHT OF APPROVAL

9.1 Subject to paragraphs 6.8 and 9.2, the Contractor shall be entitled to reject a Contract Change proposed by the DCC by notifying the DCC accordingly (a "**Change Rejection Notice**") if the Contractor (acting reasonably) believes (and can demonstrate to the DCC) that the Contract Change:

- (a) would materially and adversely affect the risks to the health and safety of any person;
- (b) would require the Services to be performed in a way that infringes any Laws that are legally binding on the Contractor;
- (c) would result in any material Consent being revoked and incapable of reinstatement within a reasonable period;
- (d) would require an additional Consent which cannot be obtained by the Contractor;
- (e) is not technically feasible (given the Contractor's expertise and the nature of the Services), provided that the Contractor may not rely on this exception where this Agreement provides that the Contractor, and/or the Contractor Solution must have the capability and flexibility required by the Change; and/or
- (f) would result in the Contractor being in breach of this Agreement, provided that the Contractor has notified the DCC accordingly, and the parties (acting reasonably and in good faith) are unable to agree on an appropriate amendment to this Agreement to resolve such issue.

The Contractor's right of rejection under this paragraph 9.1 shall include the right to refuse to provide and/or modify an Impact Assessment in accordance with paragraphs 7.2 or 8.1(c) respectively.

9.2 Where the Change is required in order to comply with a Change in Mandatory Requirements, the Contractor shall only be entitled to issue a Change Rejection Notice in the circumstances described in Clause 33.3.2.1.

9.3 Where the circumstances referred to in paragraph 9.1 or 9.2 apply, the Contractor shall issue a Change Rejection Notice to the DCC:

- (a) as soon as reasonably practicable (taking account of the need to properly assess such circumstances before issuing a Change Rejection Notice); and

- (b) in any event, by no later than the date on which it would otherwise be required to deliver an Impact Assessment in respect of the relevant Change in accordance with paragraph 7.

Each Change Rejection Notice shall include full details of the Contractor's reasons for rejection of the relevant Change, together with reasonable supporting evidence.

9.4 If, following the Change Rejection Notice:

- (a) the parties are unable to agree suitable amendments in relation to the proposed Contract Change which address the issues raised in the Change Rejection Notice; or
- (b) the DCC disputes the Contractor's entitlement to issue a Change Rejection Notice,

then either party may refer the matter to the Dispute Resolution Procedure.

**PART G – URGENT CHANGES**

**10. URGENT CHANGES**

If the DCC (acting reasonably) believes or where the Authority directs that any Contract Change needs to be dealt with on an expedited basis (each, an "**Urgent Change**"), it shall notify the Contractor accordingly and the parties (acting reasonably and in good faith) shall attempt to agree on an appropriate method for expediting the applicable procedures and obligations set out in this Schedule 8.2, which may include:

- (a) proceeding directly to the preparation of an Impact Assessment without the preparation of a Preliminary Assessment; and/or
- (b) agreeing to the preparation of a streamlined Impact Assessment which does not contain all of the information referred to in paragraph 7 of Part F.

## Appendix 1 – DCC Change Request Form

## Change Request Form

<b>CR Title:</b>			
<b>CR No:</b>		<b>Date raised:</b>	
<b>SP ref.: (if applicable)</b>		<b>Date Preliminary Assessment required:</b>	

<b>Provider of Change Request:</b>		<b>Contact Email address:</b>	
<b>Organisation:</b>		<b>Contact Telephone number:</b>	

<b>Change Type</b>	Common / Contract / Operational
<b>Does the Change relate to a Change in Mandatory Requirements?</b>	Y/N
<b>Does the Change relate to the provision of Additional Services?</b>	Y/N
<b>Is the Change an Urgent Change?</b>	Y/N

<b>The Change request:</b>	<i>A clear statement is required here, e.g. [Name of organisation] is requested to provide a Preliminary Assessment for moving milestone xyz123 from xx/xx/2014 to xx/xx/2014</i>
<b>Brief description of the nature, scope and urgency of the Change: N.B.: the scope of the CR should include a specification of the requirement</b>	
<b>Reason(s) for the change:</b>	
<b>Consequences of non- approval of change:</b>	

<b>Does this CR contain any commercially sensitive information?</b>	Y/N Any information provided to DCC on a confidential basis should be done so in a separate document.
<b>Any other comments:</b>	

## Appendix 2 – DCC Preliminary Assessment Form

**Preliminary Assessment Form**

<b>Title:</b>			
<b>CR No:</b>		<b>Date CR Received:</b>	
<b>SP ref: (if applicable)</b>		<b>Preliminary Assessment Submission Date:</b>	

<b>Provider of Preliminary Assessment:</b>		<b>Contact email address:</b>	
<b>Organisation:</b>		<b>Contact Telephone number:</b>	

**Preliminary Assessment:**

The preliminary assessment should include, as a minimum, the following information, detailed to a reasonable level, as stipulated in Schedule 8.2, Part F, section 6.

- (a) Any issues or concerns of the Contractor (acting reasonably) regarding the technical feasibility of the Change;
- (b) An estimate of any likely Charges Adjustment required in relation to the Change;
- (c) An estimate of the timescales that would be required for the implementation of the Change;
- (d) A fixed price for the initial preparation, negotiation and finalisation of an Impact Assessment in accordance with paragraphs 7 to 9 of Part F of Schedule 8.2;
- (e) The timescales for the initial preparation and delivery of an Impact Assessment in accordance with paragraph 7 of Part F of Schedule 8.2;
- (f) Any additional information reasonably required by the Contractor from the DCC in order to provide an Impact Assessment in relation to the Change; and
- (g) Any other information, which would otherwise be addressed in the relevant Impact Assessment in accordance with paragraph 7, that is reasonably requested by the DCC given the nature, scope and urgency of the Change.

In addition, the preliminary assessment should indicate the impact on the programme of not progressing the Change Request. This should include any impact on programme costs, timescales, deliverables or quality and service delivery or performance.

Any information provided to DCC on a confidential basis should be done so in a separate document.

## The Preliminary Assessment

Brief description of the nature, scope and urgency of the Change.

Technical feasibility

Impact on Charges

Timescales to implement change

Fixed price for Impact Assessment

Timescales to deliver detailed Impact Assessment

Impact of not progressing the proposed change

Any additional information reasonably required by the Contractor from the DCC.

Any other information reasonably requested by the DCC given the nature, scope and urgency of the Change

List any supporting documentation appended

List any commercially confidential documentation provided separately

## Appendix 3 – DCC Impact Assessment Form

## Impact Assessment Form

<b>Title:</b>			
<b>RFC No:</b>		<b>Impact Assessment Submission Date:</b>	
<b>SP ref.: (if applicable)</b>			

<b>Provider of Impact Assessment:</b>		<b>Contact email address:</b>	
<b>Organisation:</b>		<b>Contact Telephone number:</b>	

<b>Impact Assessment:</b>
The impact assessment must provide the information stipulated in Schedule 8.2, Part F, Section 7.6. This template provides the headings under which content should be structured.
Any information provided to DCC on a confidential basis should be done so in a separate document.

## Impact Assessment - Structure

(see Schedule 8.2., Part F, Section 7.6)

The Impact Assessment shall include, as a minimum, the following in reasonable detail:

1. General – details of the proposed Contract Change (including the reason for the Contract Change and any specifications or requirements specified by the DCC)
2. Impacts on the Smart Metering Programme
3. Additional Services (if the Change Request relates to Additional Services)
4. Impact on Services and Agreement
5. Charges Adjustment
6. Implementation of the Change
7. Compliance with Mandatory Requirements etc
8. Other

### Appendix 4 – DCC Change Authorisation Note Change Authorisation Note

<b>Smart DCC Limited and XXX Limited - Agreements for the provision of communication services in relation to the Smart Metering Programme, signed XXX</b>			
<b>Contract(s) covered by this change</b>			
<b>CAN Number:</b>			
<b>Part A: Initiation</b>			
<b>Title:</b>			
<b>Originator:</b>		<b>Contact Number:</b>	
<b>Date of Initiation:</b>		<b>Required by date:</b>	
<b>Related Change Request: (and SP ref. if applicable)</b>		<b>Urgency:</b>	(routine,normal, urgent)
<b>Type of Change (Common Change, Contract Change):</b>	(If Common Change CAN Number of associated CANs)		
<b>Brief description of Change:</b>			
<b>Reason(s) for proposed Change and benefit to DCC/impact if not Changed:</b>			
<b>Contractual only?</b>	If so go direct to "Changes to the Agreement"		
<b>Preliminary Assessment required?</b>	N/A /Reference of assessment		
<b>Authorised by:</b>			
<b>Impact Assessment required?</b>	N/A /Reference of assessment		
<b>Authorised by:</b>			
<b>Summary of Change</b>			
(identify any attachments ) Changes to Services requirements, terms of this Agreement, personnel to be provided, charging structure, payment profile, documentation, training, Service Levels, Exit Plan, Exit obligations, Administrative Change, and component working arrangements and any other contractual issue.			
<b>Deliverables (if any):</b>			

<b>Timetable:</b>	
<b>Charges for implementation (if any):</b> (including a schedule of payments. If not applicable, mark "Not Applicable")	
<b>Changes to this Agreement:</b> (detailed drafting changes to be set out; separate attachments marked as "B1" etc may be used)	
<u>Clause/Paragraph</u>	<u>Amendment</u>
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>For SMART DCC Limited</b>	<b>For Service Provider</b>
Signature	Signature
Name	Name
Title	Title
Date	Date