

Schedule 7: Change Control Procedures

1 Summary

- 1.1 This Schedule defines the procedures that will be applied to ensure that all Changes to the Agreement and each Individual Contract are subject to proper control and authorisation and that the Agreement and each Individual Contract, as applicable, are amended to reflect the agreed variations in accordance with Clause 28.2.
- 1.2 Any work undertaken by the Service Provider, its subcontractors or agents which has not been authorised in advance in accordance with these Change Control Procedures shall (unless otherwise agreed in writing) be undertaken entirely at the expense and liability of the Service Provider.

2 Procedures

- 2.1 In the case of a demand to change this Agreement or any Individual Contract by SEFE, the Service Provider shall, unless otherwise agreed, submit a change control note (**Change Control Note**) to SEFE, in the form agreed between the Parties within 10 Business Days of the date of the request (or such longer period as may be agreed between the Parties) which embodies substantially the terms of such Change. In the case of a proposal for a Change by the Service Provider, Service Provider shall prepare and submit a Change Control Note direct to SEFE in respect of that Change at the time of its original proposal for a Change. The Service Provider shall act reasonably in preparing Change Control Notes.
- 2.2 The Service Provider shall maintain a status log of all proposals for a change to the Agreement and/or any Individual Contract (including details of all demands for Change, recommendations for Change and Change Control Notes).
- 2.3 During the 10 Business Days period following the Service Provider's submission of a Change Control Note (or such other period as may be agreed between the Parties) the Parties shall discuss the proposed change in good faith.
- 2.4 Subject always to paragraphs 1.2 of this Schedule 7, discussion between the Parties following the submission of a Change Control Note shall result in either:
- (a) agreement between the Parties on the Change including any applicable drafting to amend this Agreement or the relevant Individual Contract, as applicable, and details of the date upon which the changes are to take effect; or
 - (b) no further action being taken on that proposed Change, where the Client, acting at its sole discretion, elects not to proceed with a Change, for example where the Service Provider submits a Change Control Note, which SEFE does not wish to progress.
- 2.5 In the event of any dispute under this Schedule, the provisions of Clause 28.2 shall apply.
- 2.6 A copy of any revisions to this Agreement or any Individual Contract agreed between the Parties in accordance with paragraph 2.4(a) above shall constitute a **Contract Amendment**. Each Contract Amendment shall be uniquely identified by a sequential number, which shall be provided by SEFE.
- 2.7 A Contract Amendment agreed in accordance with this Schedule, incorporating all amendments to this Agreement or the relevant Individual Contract, as applicable, necessary to give effect to the relevant Change, and signed by authorised representatives of each Party shall constitute a change to this Agreement or the relevant Individual Contract, as applicable, in accordance with Clause 28.2 of this Agreement.