

SCHEDULE G

CHANGE CONTROL PROCEDURES

TABLE OF CONTENTS

1.0	OVERVIEW.....	1
1.1	General	
1.2	Definitions	
1.3	Objectives	
2.0	CHANGE REQUESTS.....	4
2.1	Preliminary Change Report	
2.2	Effectiveness of a Change	
2.3	Emergency Change Process	
2.4	Mandatory Changes	
3.0	CHANGE REQUEST LOG.....	7

Appendix G-1 Change Request Form

Overview

1.1 General

This Schedule describes the process and procedures to be followed by Commonwealth and Contractor when either Party wishes to make a Change (the "**Change Control Procedures**"). The Parties may, by joint agreement, amend or waive any part of the Change Control Procedures including, but not limited to, where the Parties agree that shorter or longer time frames are more appropriate.

1.2 Definitions – See Appendix G-1 to the Contract

1.3 Objectives

The objectives of the Change Control Procedures are as follows:

- (a) to review each request for a Change (a "**Change Request**") to determine whether such Change is appropriate;
- (b) to determine whether a Change is within the scope of the Services or constitutes a New Service or is considered to be a change to the in-scope Services without constituting a change in the scope;
- (c) to prepare a more detailed proposal to implement a Change Request (such proposal, a "**Change Proposal**");
- (d) to prioritize all Change Requests and Change Proposals;
- (e) to minimize the risk of exceeding both time and cost estimates, if any, associated with the requested Change by identifying, documenting, quantifying, controlling, managing and communicating: (i) Change Requests, (ii) the preparation of Change Proposals, and (iii) their disposition;
- (f) to identify the different roles, responsibilities and actions that will be assumed and taken by the Parties to define and implement the Changes; and
- (g) to document a Change whether or not such Change results in any extra charge.

Each Party will be responsible for all costs and expenses incurred by its employees, agents and subcontractors with respect to its participation in, and responsibilities and obligations under, Change Control Procedures, unless expressly agreed otherwise in writing by both Parties.

2.0 Change Requests

Either Contractor or Commonwealth may initiate a Change Request by delivering to the other's Project Manager or his/her nominated representative a document (a "**Change Request Form**") that describes the Change and sets forth the reasons for it. Such Change Request Form will be the same or similar to that set forth in Appendix G-1 "**Change Request Form**". Contractor will assign a unique number to any such request and will register the Change Request in the Change Request Log as described in Section 3.0 below. Each Change Proposal that may be prepared for a Change Request will be tracked by reference to the Change Request to which it relates.

Each Party's respective Project Manager or his/her nominated representatives will be responsible for reviewing and considering any Change Request, and will approve it for further investigation, if

deemed necessary. If the Parties agree that the Change Request requires further investigation, the Project Managers will authorize such investigation, which will be performed as required by Contractor and/or Commonwealth. In accordance with Section 3.0 below, the Contractor Project Manager (with review and concurrence from the Commonwealth Project Manager) will be responsible for keeping up to date the status of each Change Request in the Change Request Log as the status of the Change Request changes through the Change Control Procedures.

2.1 Preliminary Change Report

(a) Preliminary Change Report Preparation

For each Change Request that the Parties have approved for further investigation, regardless of which Party has proposed the Change, Contractor will prepare and submit to Commonwealth within seven (7) calendar days (or as otherwise agreed), with Commonwealth's reasonable cooperation and provision of any information reasonably requested by Contractor, a preliminary written report.

Such preliminary report will contain:

- (i) the costs associated with the Change;
- (ii) the timeframe for implementing the Change (including any timing constraints);
- (iii) the preliminary technical rationale for making the Change, as well as any changes or additions to policies, standards and procedures of Contractor and or Commonwealth as the case may be, in accordance with which the Change is to be implemented;
- (iv) the resources (including without limitation human resources, hardware, software and other equipment) and associated charges, if any, required for implementing the Change; and
- (v) an initial analysis of the potential risks (if any) to Commonwealth or Contractor if the Change is not implemented.

Contractor will bear the costs of preparing the preliminary report as set forth in this Section 2.1(a), and will provide such report as part of the Services.

(b) Report Review

Commonwealth and Contractor will review the preliminary report and Commonwealth will, within seven (7) calendar days after delivery of such preliminary report in writing, either (1) instruct Contractor to prepare a comprehensive Change Proposal as set forth in Section 2.1(c) below, (2) notify Contractor that it does not wish to proceed with the Change, or (3) proceed with the Change on the material terms set forth in the preliminary report and other mutually-agreed terms as necessary to reasonably complete the Change Order.

(c) Comprehensive Change Proposals

Where Commonwealth has instructed Contractor to prepare a comprehensive Change Proposal, thirty (30) calendar days (or as otherwise agreed) after receiving such instruction, Contractor will prepare a Change Proposal including the following elements of the Contract, to the extent relevant:

- (i) scope of the Services;
- (ii) the Service Levels;
- (iii) the Charges for the Change (e.g., fixed price or time and materials, including an estimate of total costs) as well as changes to the Charges, if any; provided, however in the event that a Change Proposal covers multiple Commonwealths, Contractor will offer to perform the Change Proposal for Commonwealth at a cost which takes into account Commonwealth's proportional share of the pro-ratable costs;
- (iv) the resources (including without limitation human resources, hardware, software and other equipment) required for implementing the Change;
- (v) timeline, milestones, and delivery dates for implementing the Change;
- (vi) evaluation testing, development, acceptance testing period, acceptance testing and acceptance criteria (which must be included in the final Change Order);
- (vii) Disaster Recovery Plan and changes to the Business Continuity Plan;
- (viii) Impacts to, additions or deletions of, Third Party Contractor Contracts;
- (ix) any impacts on Commonwealth's, Contractor's or any third party's software, hardware, systems, business operations, personnel requirements or other services;
- (x) any related technical or human resource systems/procedures;
- (xi) any legal and regulatory compliance issues;
- (xii) any other matter reasonably requested by Commonwealth at the time of preparation of the impact analysis or reasonably considered by Contractor to be relevant;
- (xiii) the Termination Assistance Plan;
- (xiv) any additional terms and conditions applicable to the Change;
- (xv) where the Change relates to New Services to be provided, how the business objectives of Commonwealth and Contractor will be achieved in the provision of those services;
- (xvi) any additional contractual terms and conditions which would apply to the Change, any changes to the contractual terms and conditions of the Contract, together with details of the effect (if any) those terms and conditions will have on the Contract; and

- (xvii) an analysis of the potential risks (if any) to Commonwealth or Contractor if the Change Proposal is not implemented.

Contractor will bear the costs of preparing the comprehensive Change Proposal as set forth in this Section 2.1(c), and will provide such comprehensive Change Proposal as part of the Services. Commonwealth acknowledges that Contractor has a finite capacity to prepare comprehensive Change Proposals and accepts the obligation to prioritize and manage the volume of such proposals within Contractor's normal capacity. Contractor shall alert Commonwealth in advance when the volume of comprehensive Change Proposals threatens to exceed Contractor's available capacity.

(d) Change Proposal Review

Once submitted by Contractor, Commonwealth will review the Change Proposal and as soon as reasonably practicable, and in any event not more than thirty (30) calendar days (or as otherwise agreed) after receipt of the Change Proposal, either:

- (i) Commonwealth may notify Contractor that it does not wish to proceed with the Change, in which case no further action will be taken in respect of the Change Proposal; or
- (ii) either Party may request that it and the other Party meet to discuss the Change Proposal (such meeting to be referred to as the "**Change Proposal Meeting**").

At the Change Proposal Meeting, the Parties will use reasonable endeavors to agree to either:

- (i) take no further action in respect of the proposed Change, in which case no further action will be taken in respect of the Change Proposal;
- (ii) acquire further information before deciding whether to proceed with the Change;
- (iii) amend some or all of the contents of the Change Proposal, which Contractor will incorporate into a revised version of the Change Proposal; or
- (iv) proceed with the Change as detailed in the Change Proposal in which case the Change Proposal will be signed and the Change incorporated in accordance with Section 2.1(e) below.

In the event that the Parties agree to proceed in accordance with one of the options detailed in Section 2.1(d) above, then the Parties will gather any necessary information and/or Contractor will prepare a revised version of the relevant Change Proposal, upon which the Parties will decide whether to proceed in accordance with Section 2.1(d) above. The Parties will continue to go through the process detailed above until such time as a final resolution is made by the Parties. The Parties will act in good faith at all times during such process.

The Parties anticipate that not all Changes will result in increases in the Charges. Nevertheless, the Parties intend that all material Changes will be documented under this Schedule F. Additional Charges for Changes will apply in general when Contractor reasonably demonstrates that the implementation or adoption of the Change requires Contractor to supply additional resources or perform work that is not otherwise covered by the existing Charges.

2.2 Effectiveness of a Change

(a) Signed Change Orders.

Upon the signature of a Change Proposal by both Project Managers, the contents of such Change Proposal will be deemed to be agreed and incorporated into the Contract on the date of the last signature or as the Parties may otherwise agree (each such accepted Change Proposal will become a “**Change Order**”). All services added or modified by a Change Order will be “Services” under the Contract, and the performance of Change Orders will in all respects be governed by the Contract. Except as expressly provided herein, no part of the discussions or interchanges between the Parties will obligate the Parties to approve any Change or will constitute an amendment or waiver of the Contract unless and until reflected in a Change Proposal and adopted in accordance with this Schedule F.

Neither Party will have any obligation to commence or comply with any Change, perform services that would be covered by any Change, or pay any Charges that would be covered by any Change, until such time as the Parties’ Project Managers have signed the appropriate Change Order. Disputes regarding a Change will be subject to the dispute resolution process set forth in the Contract.

(b) Acceptance Criteria

Commonwealth’s acceptance of, and payment for, work under other Change Orders will be subject to Commonwealth’s approval that such work materially complies with the mutually agreed objective acceptance criteria set forth in the Change Order during an acceptance period designated in the Change Order (or if no such acceptance period is specified in the Change Order, ten (10) days). If Contractor’s work under a Change Order does not comply with the applicable acceptance criteria for such Change Order, Contractor will correct such work and resubmit the Change for Commonwealth’s acceptance. If, following one or more resubmissions, Contractor fails to fulfill its obligations to meet the Change Order acceptance criteria within a time period specified in the Change Order (or if no such period is specified in the Change Order, sixty (60) days), Commonwealth may terminate such Change Order or those portions of the Change Order where Contractor has not met the acceptance criteria. The Parties shall work in good faith to reach agreement on any adjustment in Charges, payments previously made under the Change Order, or further payments otherwise due under the Change Order. If the Parties are unable to reach agreement within (30) days regarding the Charges, payments, or credits due the other Party, the disagreement will be subject to the dispute resolution procedure set forth in the Contract.

(c) Failure to Agree

In the event that the Party initiating a Change Request believes that the requested Change is required or necessary, the requesting Party will inform the other Party in writing of the reasons why the Change is required and the impact if it is not implemented or the reasons why a Change to the Charges is justified and equitable. In the event that the other Party does not agree to implement the Change, the requesting Party will be entitled to consider the other Party’s refusal to agree to implement the Change as a dispute, and the requesting Party may escalate such dispute for resolution in accordance with the Contract.

2.3 Emergency Change Process

In the event that either Party requires a Change in order to respond to an emergency and such Change would, in the reasonable opinion of the requesting Party, if it was not implemented until Change Control Procedures had been followed, have a detrimental effect generally on Commonwealth, including without limitation Commonwealth’s financial interests, customer welfare or public safety, or specifically impacting Contractor’s ability to meet its obligations pursuant to the Contract, the requesting Party will make all reasonable efforts to contact the other Party’s Project Manager, and if

the requesting Party is unable to contact the other Party's Project Manager after reasonable efforts, the requesting Party will, where appropriate and practical, make all reasonable efforts to contact the other Party's designated member of the Joint Governance Board. If the requesting Party is unable to contact either the other Party's Project Manager or the other Party's designated Joint Governance Board member, the requesting Party may make temporary Changes to the Services without the prior consent of the other Party. The requesting Party will notify the other Party as soon as practicable but no later than 48 hours after the event of such Change and will, as soon as reasonably practicable (but no later than two (2) business days thereafter) document and report in writing on such Changes to the other Party. Any agreed Change as a result will be agreed in accordance with Change Control Procedures. Disputes regarding any extra Charges for Changes under this Section are subject to the Contract.

2.4 Mandatory Changes

Notwithstanding the Change consideration and implementation process outlined in this Schedule F but in all events subject to Section 2.2(c) above, if a Change requested by Commonwealth is a Mandatory Change (as defined hereafter), Contractor shall immediately begin implementing the Change upon request by Commonwealth. Contractor shall also prepare and deliver to Commonwealth a Change Proposal related to the Mandatory Change on an expedited basis, where appropriate, and the Parties shall work together in good faith to determine the impact on the Contract (including without limitation, any impact on the Fees) as a result of implementing the Mandatory Change. If the Parties are unable to agree on the impact on the Contract within thirty (30) days after Commonwealth has received the Change Proposal from Contractor, either Party may consider such failure to agree to be a dispute, and may escalate such dispute for resolution in accordance with the Contract. A **"Mandatory Change"** shall be any Change requested by Commonwealth, that, in the reasonable judgment of Commonwealth, (a) that is reasonably required to comply with any Law or collective bargaining agreement; (b) for Contractor to perform services critical to Commonwealth's business where such services are not within the scope of the Services, but are not materially different in nature or kind from the Services; (c) any change to Commonwealth policies, standards or procedures disclosed or referenced in the Contract or Exhibit to the Contract; (d) is critical to Commonwealth's business objectives; (e) is required to protect Commonwealth's customers' welfare or public safety; or (f) without reference to (a)-(e) above, are otherwise described as a Mandatory Change in the Contract.

3.0 Change Request Log

Contractor will provide Commonwealth, as part of its monthly reporting obligations, a summary specifying the status of all pending Change Requests and Change Proposals.

Each entry made in the Change Request Log will consist of the following fields:

- (i) number of the Change Request;
- (ii) name of the originating Party;
- (iii) a brief description of the Change;
- (iv) the current status of the Change; and
- (v) the date of registration of the Change Request in the Change Request Log.

The status of the Change Request at any stage in Change Control Procedures will be one of the following:

- (i) raised (i.e., that the Change Request has been entered in the Change Request

Log, but no Change Proposal has been issued);

- (ii) pending (i.e., that the Change Request has been raised and the Change Proposal has been issued);
- (iii) approved (i.e., awaiting implementation);
- (iv) closed (i.e., all implementation tasks have been completed); or
- (v) rejected (i.e., closed and not implemented).

Appendix G-1
Change Request Form

The data to be filled in on the Change Request Form are the following:

Change Request Information	Comments
Document Number	Chronological number of the Change requests
Version	Document version to keep track of the version history
Creation Date	Date of creation of the Change Request
Beneficiary	Name of the beneficiary for which this Change Request is required
Request Date	Date at which Change Request was requested
Requested By	Name of the person who originated the request at Commonwealth or Contractor
Position	Position of the originator of the Change
Requested Priority	Priority is proposed by Contractor Project Manager and approved by the Commonwealth Project Manager. Priority may be: * Urgent: the request has to be implemented on an expedited basis in accordance with the Governance Exhibit; or * High/Medium/Low: the Change Request is not urgent but has a level of priority and is to be implemented in the timeframe agreed in the final Change Order
Impacted Service Area	Service Area(s) that will be impacted by the proposed Change
Overall Description	High level explanation of the Change Request
Overall Impact Evaluation	High level evaluation of the main impacts of the Change Request
Estimated costs for detailed analysis	Initial estimate of the costs necessary for the preparation and drafting of a detailed, written proposal relative to the Change
Estimated costs for implementation	Initial estimate of the costs needed to implement the Change including the increase or decrease or any additional charges that may be due pursuant to the proposed Change
Submission Date	Date at which the Change Request was submitted to the Commonwealth Project Manager
Approval	Yes/No information
Date of Approval	Date at which the Change Request was approved by the Commonwealth Project Manager
Name of Commonwealth Approver	Name of the person who has approved the Change
Target Implementation date	Date at which Commonwealth is expecting the Change to be implemented

Change Request Information	Comments
Reasons for approving	Explanation supporting the approval
Other proposed solution	Commonwealth may propose a different solution from the one presented by Contractor
Commonwealth Sign-Off	Commonwealth person who has signed the Change Request
Commonwealth Sign-Off Date	Date of sign-off of the Change Request
Contractor Sign-Off	Contractor person who has signed the Change Request
Contractor Sign-Off Date	Date of sign-off of the Change Request

CHANGE REQUEST FORM

Change Request Identification		
Document Number:	Version:	
Creation Date:		
Beneficiary:	Request Date:	
Requested by:	Position:	

Change Request Description
Requested Priority:
Impacted Service Area(s):
Overall Description:
Overall Impact Evaluation:
Estimated costs for detailed analysis:
Estimated Costs for Implementation:
Submission Date:

Change Request Approval	
Approval:	Approval Date:
Approver Name:	Target Implementation Date:
Approved Priority:	
Reasons for Approving:	
Other Proposed Solution:	
Change Request Sign-Off	
Commonwealth Sign-off:	Date of Sign-off:
Contractor Sign-off:	Date of Sign-off: