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SCHEDULE A3**CHANGE CONTROL****Version History**

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
2.0	24/01/07	Baseline copy of 1.5
3.0	09/07/07	Baseline copy of 2.1a
3.1	03/01/08	Applying CCN's 1220a, 1227c
4.0	15/04/08	Baseline copy of 3.1
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
6.1	23/07/09	Applying changes as per CCN 1264
7.0	10/05/10	Moving all schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to v8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Applying changes as per CCN1511 and moving all Schedules to V11.0 in accordance with CCN1604
12.0	03/07/17	Applying changes as per CCN1608a and moving all Schedules to V12.0
13.0		Updating as per CCN1628c, CCN1635c, CCN1645 and moving all Schedules to v13.0

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SCHEDULE A3

CHANGE CONTROL

1. INTRODUCTION

1.1 Amendments and changes to:

1.1.1 the Clauses, Schedules and Annexes to this Agreement and to the Contract Controlled Documents and Contract Referenced Documents listed in its Schedules shall only be made; and

1.1.2 documents forming part of or related to Work Orders, where the amendment or change satisfies the criteria specified in paragraph 5.3 of Schedule A2, may be made,

in accordance with the Change Control Procedure.

1.2 Within the context of the following sections of this Schedule the term "change" includes both amendments and changes.

1.3 Notwithstanding the above, the parties agree that certain changes that relate to the K5 cloud platform will only need to follow the Change Control Procedure where the circumstances set out within paragraph 2.3 of Schedule I4 are met.

2. PRINCIPLES

2.1 Where Post Office or Fujitsu Services identifies the need for a change, then Post Office may at any time request a change or Fujitsu Services may at any time recommend a change. Such a request or recommendation shall only be made and shall only be valid if authorised (in each case) in accordance with the procedures set out in paragraph 3 of this Schedule.

2.2 Neither Post Office nor Fujitsu Services shall unreasonably withhold or delay their agreement to any change or proposal in relation thereto.

2.3 Until such time as a change has been fully authorised in accordance with the procedures set out in paragraph 3 of this Schedule, Post Office and Fujitsu Services shall continue as if the change had not been made.

2.4 Any discussions which may take place between Post Office and Fujitsu Services on a change before its authorisation shall be without prejudice to the rights of either Party.

2.5 Any purported change provided by Fujitsu Services that has not been otherwise agreed in accordance with the provisions of paragraph 2.1 above shall be undertaken entirely at the expense and liability of Fujitsu Services. If so required by Post Office, Fujitsu Services shall at its own expense promptly take all steps necessary to reverse and remove the effects of such purported change.

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3. CHANGE CONTROL PROCEDURE

3.1 Standard Change Procedures

- 3.1.1 Discussions between Post Office and Fujitsu Services in relation to a change to be effected through the Change Control Procedure shall result in any one of the following:
 - 3.1.1.1 no further action;
 - 3.1.1.2 a request to make a change by Post Office's authorised representative (a "Change Request" or "CR");
 - 3.1.1.3 a recommendation to make a change by Fujitsu Services;
 - 3.1.1.4 the use of a Commercial Terms ("CT") form to enact a Work Order the contents of which are as detailed in Schedule D2, paragraph 4.2.
- 3.1.2 Post Office shall send Change Requests to Fujitsu Services Commercial Change Manager and Fujitsu Services shall respond to such Change Request by submitting a Commercial Terms ("CT") and/or Change Control Note ("CCN") to the Post Office Change Control Manager.
- 3.1.3 If Fujitsu Services considers that the preparation of a CT and/or CCN, requested by Post Office, would necessitate allocation of resources in excess of five man-days, Fujitsu Services shall notify Post Office accordingly and, on agreement by Post Office, Fujitsu Services will make a proposal for a paid study of the cost and implications of producing the required CT and/or CCN. Pending Post Office's acceptance of that proposal or in the event that Post Office does not agree that such proposal should be submitted, Fujitsu Services will be relieved of its obligations to produce such CT and/or CCN.
- 3.1.4 A recommendation to make a change by Fujitsu Services shall be submitted to the Post Office Change Control Manager in the form of a CT and/or CCN.
- 3.1.5 For each CT and/or CCN submitted, Post Office shall evaluate the CT and/or CCN and, as appropriate, during the period of validity:
 - 3.1.5.1 request further information;
 - 3.1.5.2 authorise the change set out in the CT and /or CCN in accordance with paragraph 3.1.8 below;
 - 3.1.5.3 suggest modifications to the CT and/or CCN (including, without limitation, corrections of minor errors to avoid unnecessary rejection); or

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- 3.1.5.4 notify Fujitsu Services of its rejection (together with an explanation of the rejection) of the CT and/or CCN.
- 3.1.6 The period within which Fujitsu Services shall respond to a CR, and the period of validity of each CT and/or CCN from the date it is submitted to Post Office shall be:
- 3.1.6.1 one week in the case of CRs and CCNs whose sole effect is to change or introduce CCDs or CRDs previously reviewed by the Parties (through such document review processes as the Parties may agree from time to time);
- 3.1.6.2 one week in the case of CRs, CT's and CCNs (or any changes thereto) whose purpose is to effect a change to the description of a Work Package or Work Package Element, in approved form where such Work Package or Work Package Element is the subject of or incorporated in a Work Order, but only where such change would fall within paragraph 5.12 of Schedule D2; and
- 3.1.6.3 three weeks or such other period as the Parties may agree for a particular CT, CR or CCN.
- 3.1.7 In connection with CTs and CCNs submitted electronically, Fujitsu Services shall on the date of submission send to the Post Office Change Control Manager a copy of that CT or CCN front sheet signed on behalf of Fujitsu Services by one of the following: Group Commercial and Legal Director; Commercial Director; Director of Delivery – Private Sector, Senior Commercial Manager or their nominated representatives in their absence.
- 3.1.8 A change shall only be authorised if the relevant CT and/or CCN has been signed by:
- 3.1.8.1 one of the Group Commercial and Legal Director, Commercial Director, Director of Delivery – Private Sector, Senior Commercial Manager or their nominated representative in their absence, on behalf of Fujitsu Services, such representatives to be notified to Post Office in advance; and
- 3.1.8.2 For CCNs, one signature from an Authorised Signatory detailed in either of the tables in Table A. For CTs one signature from an Authorised Signatory from Vendor Management detailed in Table B below and one signature from an Authorised Signatory detailed in either of the tables in Table A, unless the Table A signatory box is marked as "N/A" by the Vendor Management signatory and or (in all cases) their nominated representative (such representative to be notified to Fujitsu Services in advance), on behalf of Post Office.

Authorised Signatory List

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Job Title	Current Incumbent
CEO	Paula Vennells
CFO	Alisdair Cameron
Supply Chain Director	Mark Ellis
CE Financial Services and Telecoms	Owen Woodley
Director, Employee Relations and Engagement	Thomas Moran
Communications, Brand and Corporate Affairs Director	Mark Davies
General Counsel and Company Secretary	Jane MacLeod
Deputy Company Secretary	Veronica Branton
CE Retail	Debbie K Smith
Group HR Director	Martin Kirke
Legal Director	Ben Foat

IT Contracts	
Group CIO	Rob Houghton
IT Business Performance Director	Catherine Hamilton
Retail CIO	Andy Garner
Back Office CIO	Ben Cooke
IT Security and Operations Director	Mick Mitchell
IT Finance Director	Alistair Roman
Financial Services CIO	Jeff Smyth

Authorised Signatory List – Vendor Management - Table B

Job Title	Current Incumbent
Contract Manager, IT	Dionne Harvey

3.2 Emergency Change Approval Procedures

3.2.1 Emergency situations resulting in Post Office requesting, or Fujitsu Services recommending, a change to be agreed urgently, shall be dealt with on a case by case basis by one of the Group Commercial and Legal Director, Commercial Director, Director of Delivery – Private Sector, Senior Commercial Director on behalf of Fujitsu Services and one of the Authorised Signatory detailed in the table in 3.1.8.2 on behalf of Post Office who shall jointly decide in writing whether or not to authorise such change in accordance with this paragraph 3.2.

3.2.2 Where a change is authorised pursuant to paragraph 3.2.1 above:

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3.2.2.1 the CCN relating thereto need not comply with paragraphs 3.1.1 to 3.1.8 above (inclusive);

3.2.2.2 In the case of a CCN, such change shall, before it may be authorised, be set out in a CCN in the form, and containing the information indicated in the CCD entitled "Change Control Note" (PGM/CHM/TEM/0002) save that rather than setting out:

- (a) full details of the change (including any specifications and user facilities) an outline of the change shall be sufficient;
- (b) a statement of the impact, if any, of the change on other aspects of this Agreement or Services, an outline of the impact shall be sufficient; and
- (c) proposed revised wording to this Agreement, direct (as distinct from consequential) revised wording to this Agreement shall be sufficient.

3.2.2.3 In the case of a CT such change shall, before it may be authorised, be set out in the form, and containing the information indicated in the CCD entitled "Commercial Terms form" (PGM/CHM/TEM/0002).

3.2.3 The short form CCN referred to in paragraph 3.2.2 above shall, once authorised in accordance with this paragraph 3.2, be sent to the Post Office Contracts Manager as soon as reasonably practicable.

3.3 Content of Change Control Note

Subject to paragraph 3.2 above, each CCN shall be in the form, and contain the information indicated in the CCD entitled "Change Control Note" (PGM/CHM/TEM/0002).

3.4 Content of Commercial Terms

Each CT shall be in the form, and contain the information indicated in the CCD entitled "Commercial Terms form" PGM/CHM/TEM/0005

3.5 Record Keeping

3.5.1 Fujitsu Services shall retain a record of all CTs and CCNs raised. Such record shall show if they were approved, progressed and/or formally closed.

3.5.2 Fujitsu Services shall make the CT and CCN record available on demand to Post Office.

3.5.3 Fujitsu Services' CCN record shall include without limitation the following information:

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3.5.3.1 the CCN number;

3.5.3.2 date CCN raised;

3.5.3.3 CCN sponsor (i.e. Post Office or Fujitsu Services); and

3.5.3.4 changes made pursuant to the CCN.

3.5.4 The Fujitsu Services CT record shall include without limitation the following information:

3.5.4.1 the CT number;

3.5.4.2 the date the CT was raised;

3.5.4.3 the CT sponsor (i.e. Post Office and/or Fujitsu Services)

3.5.4.4 details of the deliverables to be provided under the CT and associated acceptance (identified in Schedule B6.3 Annex C)

3.5.4.5 the gross price for the work detailed in the CT; and

3.5.4.6 the Purchase Order Number (provided by Post Office as part of approval) that covers the work detailed in the CT

4. EMERGENCY PROCEDURES

If Fujitsu Services considers that any change is necessary in order for it to comply with its obligations under this Agreement and there is insufficient time to comply with the procedures described above, Fujitsu Services shall be entitled to proceed with such change, provided that it shall as soon as practicable provide Post Office with a CCN for retrospective change. Such change shall be subject to the procedures described in this Schedule, and if Post Office, acting reasonably, does not agree to such change, such change shall be invalid and Fujitsu Services shall at its own expense promptly take all steps necessary to reverse and remove the effects of such change.

5. ASSOCIATED DOCUMENTS

5.1 The following CCDs are associated with this Schedule A3:

	Document Reference	Document Title
1	PGM/CHM/TEM/0002	Change Control Note
2	PGM/CHM/TEM/0005	Commercial Terms form

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3.	COM/CUS/SPE/0001	Post Office Contract Controlled and Contract Referenced Document List
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5.2 The following CRDs are associated with this Schedule A3:

	Document Reference	Document Title
		NO CRDs APPLICABLE