

OFFICIAL

Schedule 21

Governance

Schedule 21: Governance

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Board Member”	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;
“Boards”	the Service Management Board, Programme Board, Change Management Board, Technical Board and Risk Management Board and “Board” shall mean any of them;
“Project Board”	the body described in Paragraph 5;
“Project Managers”	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
“Project Team”	responsible for successfully completing the project according to the contracted project schedule and overall project objectives; and
“Service Management Board”	the body described in Paragraph 4.

2 Management of the Services

- 2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day -to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3 Boards

Establishment and structure of the Boards

- 3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.
- 3.2 In relation to each Board, the:
- 3.2.1 Authority Board Members;
 - 3.2.2 Supplier Board Members;

OFFICIAL

3.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);

3.2.4 location of the Board's meetings; and

3.2.5 planned start date by which the Board shall be established,
shall be as set out in Annex 1.

3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

3.4 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

3.4.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

3.4.2 that they are debriefed by such delegate after the Board Meeting.

3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:

3.5.1 scheduling Board meetings;

3.5.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;

3.5.3 chairing the Board meetings;

3.5.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;

3.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within 7 Working Days after the Board meeting; and

3.5.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.

3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to

OFFICIAL

make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4 Role of the Service Management Board

4.1 The Service Management Board shall be responsible for the executive management of the Services and shall:

- 4.1.1 be accountable to the Project Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
- 4.1.2 report to the Project Board on significant issues requiring decision and resolution by the Project Board and on progress against the high level Implementation Plan;
- 4.1.3 receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
- 4.1.4 review and report to the Project Board on service management, co-ordination of individual projects and any integration issues;
- 4.1.5 consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
- 4.1.6 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

5 Role of the Project Board

5.1 The Project Board shall:

- 5.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- 5.1.2 be the point of escalation
- 5.1.3 carry out the specific obligations attributed to it in Paragraph 5.2.

5.2 The Project Board shall:

- 5.2.1 ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;
- 5.2.2 receive and review reports from the Service Management Board and Project Team, and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;

OFFICIAL

- 5.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- 5.2.4 authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and

6 Contract Management Mechanisms

- 6.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 6.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - the identification and management of risks;
 - the identification and management of issues; and
 - monitoring and controlling project plans.
- 6.3 The Risk Register shall be updated by the Supplier and submitted for review by the Project Team.

7 Annual Review

- 7.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 7.2 The meetings shall be attended by the SRO of the Supplier and the SRO of the Authority and any other persons considered by the Authority necessary for the review.

OFFICIAL

Annex 1: Representation and Structure of Boards**Project Board**

Authority Members of Service Management Board	Project Manager (Chairperson), Commercial Manager, Technical Lead, Security Lead (Optional), Service Lead (Optional).
Supplier Members of Service Management Board	Project Manager, Commercial Manager, Solution Architect Lead, other Key Personnel are optional dependent on the Agenda.
Start Date for Service Management Board meetings	ED + 1 month
Frequency of Service Management Board meetings	Quarterly
Location of Service Management Board meetings	Microsoft Teams and/or Supplier or Authority premises as agreed in advance.

Service Management Board

Authority members of Programme Board	Live Services Lead (Chairperson), Commercial Manager	
Supplier members of Programme Board	Operations Manager	
Start date for Programme Board meetings	Operational Services Commencement Date – (minus) 3 months	
Frequency of Programme Board meetings	Quarterly	
Location of Programme Board meetings	Microsoft Teams and/or Supplier or Authority premises as agreed in advance.	

Project Team

Authority Members of Project Team	Project Manager (Chairperson), Commercial Manager, Technical Lead, Security Lead (Optional), Service Lead (Optional).
Supplier Members of Project Team	Project Manager, Commercial Manager, Solution Architect Lead, other Key Personnel are optional dependent on the Agenda.
Start Date for Project Team	ED + 1 week

OFFICIAL

Frequency of Project Team	Date, time and frequency to be agreed during mobilisation.
Location of Project Team	Microsoft Teams and/or Supplier or Authority premises as agreed in advance.

Annex 2: Role of Project Team

The Project Team shall be responsible for successfully completing the project according to the contracted project schedule and overall project objectives.

The Supplier and the Authority shall each appoint a project manager/team for the purposes of this Contract through whom the Services shall be managed day-to-day. Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

Supplier shall reasonably cooperate, assist and liaise, at its own expense, with the Fellow Sub-contractors and the Authority itself, so as to assist the Authority with the successful and timely delivery of the Services and the Authority's responsibilities to otherwise ensure that there is a seamless delivery of the Services.

The Supplier Project Team shall develop, operate, maintain and amend, as agreed with the Authority, processes for:

- the identification and management of risks;
- the identification and management of issues; and
- the identification and management of change;
- monitoring and controlling project plans.