Schedule 8.1 - Lot 2

Governance

Version 5.0

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CHANGE HISTORY

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1 Definitions

1.1 In construing this Schedule 8.1 (Governance), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.

2 General Principles

2.1 This Schedule sets out the governance structures and arrangements, including key decision-making Boards, meetings and functional roles, put in place for the governance and management of the Services and, in respect of the overall delivery of the ESN Services, between the Governance Parties.

2.2 The Supplier shall provide suitably empowered representatives to attend the Single Supplier Board (or **"Supplier Board"**), whose Terms of Reference are outlined in Annex 1 and whose representation is described in Annex 3.

2.3 The Supplier shall provide suitably empowered representatives to attend all necessary Multi-Supplier Governance Boards, whose Terms of Reference are outlined in Annex 2 and whose representation is described in Annex 4.

2.4 The Supplier shall acknowledge and respect the Governance Framework of the Authority and comply with any of the supporting policies, terms of reference, processes and procedures, as set out in this Schedule, and/or additional documentation that the Authority may have or develop throughout the Term and which the Authority notifies to the Supplier.

2.5 All Governance Parties shall use the Boards to monitor progress and make key decisions about the strategic direction of the ESN Services. However, the Authority shall not be prevented from making decisions or reaching agreements by means other than those outlined within this Agreement.

2.6 The Supplier acknowledges that the governance arrangements will adapt over time to accommodate the phases of the Programme and eventual on-going delivery of the ESN Services and therefore the requirement to attend will also vary over the Term.

3 Management Of The Services

3.1 For the purposes of this Agreement, the Supplier and the Authority shall each appoint a Programme Director (as defined in Schedule 9.2 (Key Personnel)), through whom the Services shall be managed on a day-to-day basis.

3.2 For the purposes of this Agreement, the Supplier shall appoint Key Personnel (as identified throughout this Agreement, and as specified in Schedule 9.2 (Key Personnel)) to fulfil the roles and

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responsibilities such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3.3 The Supplier and the Authority shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

4 Board Membership

4.1 Both the Authority and the Supplier shall appoint the relevant Board Member roles, for each Board requiring their representation, as set out in Annexes 3 and 4.

4.2 Both the Authority and the Supplier shall ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made at all meetings of the relevant Board. If a Board Member, either on their own or by reference to the relevant empowered individuals, is unable to make a decision, at the applicable meetings, the chairperson will set a time period for which the decision is to be provided in writing to the Board.

4.3 Both the Authority and the Supplier shall ensure that each Board Member has a nominated deputy who has the delegated authority to make decisions in the absence of the Board Member or has access to the empowered individuals for the decisions to be made.

4.4 Any request by either the Authority or the Supplier to replace appointed Board Members shall be subject to the provisions of Clauses 14.5 & 14.6 of this Agreement where the individual is also identified in Schedule 9.2 (Key Personnel). Where the Board Member is not identified as Key Personnel then that Party shall notify the other in writing of the proposed change, providing sixty (60) Working Days' notice, for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing, the Supplier may bring to any Board meeting a counterpart Supplier Board Member or other Supplier representative of equivalent seniority and expertise to the Authority Board Member.

4.5 For clarity, where the proposed replacement is a Board Member of a Multi-Supplier Governance Board then agreement is only required between the Supplier and the Authority, not all Other ESN Suppliers who are members of the Board.

4.6 The Authority shall have the ability to remove Board Member(s) in the event that the Authority (in respect of the Single Supplier Board) and/or Other ESN Suppliers (in respect of a Multi-Supplier Governance Board) raise a valid objection, in the Authority's sole discretion, to the presence of the identified Board Member(s), recognising that the Authority’s decision in these matters is final and binding.

5 Managing Board Meetings

5.1 Each Governance Party shall ensure that its Board Members shall make all reasonable endeavours to attend Board meetings at which that Board Member's attendance is required. Deputies should

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only attend in accordance with Paragraph 5.2 in exceptional circumstances, such as sickness or annual leave.

5.2 In the event that any Board Member is not able to attend a Board meeting, that Board Member shall use all reasonable endeavours to ensure that:

(a) the Secretariat is informed prior to the relevant meeting and if a deputy is attending in their place, shall provide details of such nominated deputy;

(b) the nominated deputy attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

(c) he/she is debriefed by the nominated deputy after the Board meeting.

5.3 A chairperson shall be appointed by the Authority for each Board, as identified in Annexes 3 and 4, who will be responsible for chairing the Board meetings.

5.4 The Authority, acting on behalf of the chairperson shall be responsible for (but may choose to delegate (e) and (f) below as appropriate to an ESN Supplier):

(a) scheduling Board meetings and advising the applicable Board Members of all relevant details to enable such Board Members to attend the Board meetings;

(b) setting the agenda for Board meetings and circulating the agenda, the board papers, minutes and action logs from the previous meeting to all applicable Board Members in advance of such meeting, in accordance with the timescales for the applicable Board set out in the relevant Board's Terms of Reference provided that, unless otherwise agreed, such distribution shall be made no later than 2 Working Days prior to the applicable meeting;

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

(d) ensuring that minutes, actions and decision logs (as applicable) for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within the timescales for the applicable Board set out in the relevant Board's Terms of Reference;

(e) ensuring that tasks or activities that cannot be resolved are escalated to the appropriate Board within the timescales agreed for such escalation and that matters escalated from other Boards are included in the agenda for and addressed as part of the next Board meeting of the applicable Board;

(f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner within the timescales agreed at the applicable Board meeting; and

(g) capturing and filing the Board records in accordance with the Authority’s procedures for managing and capturing Board records.

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5.5 The outcome or status of any follow up tasks resulting from a Board meeting will be forwarded by the responsible Board Member or their nominated representative to the chairperson and Secretariat in accordance with the timescales for the applicable Board but in any event prior to the issue of the agenda for the next Board meeting.

5.6 Board meetings shall be quorate as long as at least two (2) Board Members or their nominated representatives from each relevant Governance Party are present. Where the Board meeting is a Multi-Supplier Governance Board meeting then two (2) Board Members or their nominated representatives for each Governance Party who are party to the Operating Level Agreement, are required to be present for the meeting to be quorate, unless stated otherwise in the Terms of Reference for the applicable Board.

5.7 Dependent upon the criticality of the decisions to be made at any Board meeting the Authority reserves the right to convene, by exception, a Board meeting at short notice in response to a specific incident or issue.

5.8 Where necessary, the Authority, in its sole discretion, reserves the right to change the structure and/or the membership of the Boards. This may, for example, be in response to an incident or in response to the changing phase of the Programme as the focus moves from mobilisation of the ESN Services to commencement of Transition.

5.9 The Authority reserves the right to convene, by exception, emergency service specific meetings to address any emergency service specific issues associated with ESN Services.

5.10 In addition to the Board meetings set out in this Schedule 8.1, the Supplier shall attend all other working meetings as reasonably required by the Authority.

6 Governance of Individual Services: Single Supplier Board

6.1 The Supplier Board, as detailed in Annex 1 shall govern the individual Services, where only the Supplier and the Authority are required to be present.

6.2 The Supplier Board shall exist throughout the Term to address and resolve contractual arrangements and service performance pursuant to this Agreement.

6.3 In all cases the membership, frequency, location and start date of the Supplier Board shall be as set out in Annexes 1 and 3.

6.4 The Supplier Board shall manage matters between the Supplier and the Authority for service and contract management matters related directly to the Services and this Agreement.

6.5 Matters discussed at the Supplier Board, pursuant specifically to this Agreement, that cannot be approved by the Authority at the Supplier Board, shall be escalated promptly by the Authority in order to seek Authority approval in accordance with the below. Where:

6.5.1 higher level approval is required the matter shall be escalated promptly to the Programme Board;

6.5.2 there is an impact on the overall Programme the matter shall be escalated promptly to the Programme Working Group and/or the Programme Board depending on the magnitude and authority required; and/or

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6.5.3 the matter is commercial in nature it shall be escalated promptly to the Authority's Chief Commercial Officer,

provided that in each case, if it is a single Supplier issue, such issue shall not be escalated to the Programme Working Group or any other board at which there is representation from an Other Supplier or Other ESN Supplier.

6.6 Any matters not agreed at a Single Supplier Board can be escalated following the Dispute Resolution Procedures outlined in Schedule 8.3 (Dispute Resolution Procedure) as applicable.

7 Governance of Cross-Programme ESN Services: Multi-Supplier Governance Boards

7.1 A number of Boards shall govern the integration of services to deliver a seamless ESN Service. A visual representation of these Boards and how they interact with each other is set out in Annex 5 to this Schedule 8.1 (Governance). The nature of these Multi-Supplier Governance Boards shall change throughout the Term to reflect the phase of the Programme. These Boards shall be:

(a) Architecture Review Group, as detailed in Paragraph 9.1 of Annex 2;

(b) Programme Working Group, as detailed in Paragraph 9.2 of Annex 2;

(c) Technical Delivery Working Group, as detailed in Paragraph 9.3 of Annex 2;

(d) Product Delivery Working Group, as detailed in Paragraph 9.4 of Annex 2;

(e) Product Project Management Group, as detailed in Paragraph 9.5 of Annex 2;

(f) Enterprise Release Assurance Group, as detailed in Paragraph 9.6 of Annex 2.

7.2 The Multi-Party Dispute Resolution Board, as detailed in Schedule 8.3 (Dispute Resolution Procedure) shall be convened in response to specific cross Programme issues that cannot be resolved.

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8 Annex 1: Terms of Reference – Single Supplier Board

8.1 Role Of The Supplier Board

8.1.1 The Supplier Board shall be responsible for the delivery management of the Services and shall:

(a) be accountable to the Programme Working Group for the development, delivery and commercial management of the Services;

(b) report to the Programme Working Group on significant issues requiring decision and resolution by the Programme Working Group in accordance with Paragraph 8.1.3;

(c) be accountable to the Programme Working Group for the performance of the operational Services, i.e. any Services that have been successfully implemented and transitioned to live Services; and

(d) enable open and honest discussion on commercially sensitive matters not facilitated by other governance meetings.

8.1.2 The first of the two meetings of the Supplier Board that take place each month shall focus on commercial issues and shall, in particular:

(a) deal with day-to-day service escalations, commercial escalations and performance issues;

(b) review any issues arising between the Governance Parties in the context of the delivery of ESN Services and the Operating Level Agreement (such issues also being capable of being raised and reviewed within the Programme Working Group);

(c) provide commercial oversight of any Change Requests and reports raised to or from the Supplier or Authority;

(d) review Exception Reports from the Technical Delivery Working Group and the Product Delivery Working Group and deal with escalation issues resulting from these groups and from the Product Project Management Group. Issues that are unable to be resolved by the Supplier Board shall be escalated in accordance with Paragraph 6.5; and

(e) review of delivery against the project plans.

8.1.3 The second of the two meetings of the Supplier Board that take place each month shall:

(a) report to the Programme Working Group on service management, live service performance as identified in Schedule 2.2 (Performance Levels) of the co-ordination of individual services and any integration issues;

(b) report to the Programme Working Group on significant issues requiring decision and resolution and manage the on-going delivery of the Service in accordance with the performance criteria identified in Schedule 2.2 (Performance Levels) including:

(i) monitoring performance and identification of opportunities to increase value for money and cost savings within the Services and across the ESN Service; and

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(ii) monitoring and reviewing costs to date on a quarterly basis and forecasting spend over the period under review, including the long term, twelve (12) month, forward looking spend projections, as well as the shorter term, quarterly, forecast, observation of trends and costs over the previous quarterly and twelve (12) monthly reporting period;

(c) receive reports from the Supplier and/or the Authority on matters such as issues and risks relating to the development and delivery of the Services and performance against Performance Indicators, progress against the Level 3 Plan, and possible future developments, as identified in the Documentary Deliverables and ESN Deliverables as part of Schedule 6.1 (Implementation Plan);

(d) agree the prioritisation of resources and the appointment of Key Personnel (Schedule 9.2) on behalf of the Governance Parties and advise the relevant Governance Parties accordingly;

(e) review the financial and commercial status of this Agreement;

(f) through periodic reporting and assessment provide assurance to the Programme Working Group that risks are being managed across the Services through:

(i) the identification of the risks to be reported and escalated to the Programme Working Group via the regular risk reports, issued at a minimum every month in line with the timeframe for escalation to the Programme Working Group, dependent upon the impact and proximity of the risks identified;

(ii) the assessment of risks based on the likelihood of occurrence and the impact to the Programme and the Services;

(iii) the identification of risks relating to or arising out of the performance of the Services and provisional owners of these risks; and

(iv) the pro-active management of risks attributed to the Governance Parties under the terms of this Agreement;

(g) discuss strategic opportunities between the Supplier and the Authority to improve the delivery or live service of ESN; and

(h) provide scrutiny against the Supplier's Performance Indicator reports and ensure that the Charges are incurred, invoiced and paid in accordance with the Agreement and any Service Credit calculations are applied in accordance with the Agreement.

8.1.4 As part of the Supplier Board’s role the Supplier shall operate and maintain, as agreed with the Authority, the processes for:

(a) monitoring and controlling project plans;

(b) the identification and management of risks (including commercial risk); and

(c) the identification and management of issues (including commercial issues).

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8.1.5 In advance of each meeting, the agenda (which will be based on the indicative agenda set out in Paragraph 8.1.7) and action logs will be circulated by the Authority in accordance with the timescales set out in this Paragraph 8.1.5 and the attendees will be agreed between the Parties. The Supplier Board shall require the following documents to be circulated by the Supplier to the Supplier Board attendees at a minimum of two (2) Working Days prior to the relevant meeting where the Supplier Board meeting falls mid-week, or one (1) Working Day prior to the relevant meeting where the Supplier Board meeting falls on a Monday or Tuesday of the following working week:

(a) actions from the previous meeting;

(b) Supplier dashboard;

(c) exceptions and escalations;

(d) risks and issues;

(e) Change Request Log and Change Requests;

(f) Implementation Plan and Level 4 Plan;

(g) Change Resource Utilisation Report; and

(h) Forward Schedule of Change.

8.1.6 The Supplier Board shall ensure the following outputs are produced at the end of the meeting by the Secretariat and circulated within 2 Working Days of the meeting:

(a) actions log;

(b) decisions log;

(c) items for escalation (risks and issues);

(d) key messages to communicate outcomes of Supplier Board(s); and

(e) any matters of record.

8.1.7 The agendas for the two meetings of the Supplier Board shall be based on the following indicative agendas:

(a) First Supplier Board of the month:

(i) actions from the previous meeting;

(ii) service updates and exceptions;

(iii) any exceptions and escalations from the Technical Delivery Working Group;

(iv) Change Requests for commercial review;

(v) review of the Implementation Plan and Level 4 Plan; and

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(vi) any other business; and

(b) Second Supplier Board of the month:

(i) actions from the previous meeting;

(ii) service updates and exceptions;

(iii) any exceptions and escalations from the Technical Delivery Working Group;

(iv) Supplier dashboard review also including:

(aa) opportunities to improve value for money;

(bb) review of costs; and

(cc) review of the Implementation Plan and Level 4 Plan;

(v) resources and Key Personnel;

(vi) review of Change Request Log;

(vii) commercial status; and

(viii) risks review.

8.1.8 In accordance with Paragraph 6.5 of Schedule 8.2 (Change Control Procedure), the Supplier shall provide a report in writing (in such format as determined by the Authority, such frequency being not less than monthly) of trends in Change Requests, Late Notice Operational Changes and Emergency Operational Changes, which shall be reviewed as part of the standard agenda of the Single Supplier Board.

8.1.9 The Parties agree that ad hoc meetings of the Supplier Board may be required and convened if a Performance Monitoring Report requires to be reviewed sooner than the next scheduled Supplier Board meeting. The agenda for any such meetings will be circulated by the Authority in advance in accordance with Paragraph 8.1.5 and, to the extent that any of the documents referred to in Paragraph 8.1.5 are relevant to such ad hoc meeting, they shall be circulated by the Supplier to the Authority in advance in accordance with Paragraph 8.1.5.

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9 Annex 2: Terms of Reference - Multi-Supplier Governance Boards

9.1 Role Of The Architecture Review Group

9.1.1 The aim of the Architecture Review Group is to:

(a) make the high-level architecture decisions with the participation of all relevant stakeholders;

(b) avoid technical changes happening in silos and isolation;

(c) consider the commercial environment in its decision but the commercial decisions and negotiations take place at the Supplier Board and through the Authority's Change Control Procedure; and

(d) guide the overall ESN design.

9.1.2 The Architecture Review Group will:

(a) review proposed design changes and recommendations put forward and either:

(i) recommend a suggested option to the Technical Delivery Working Group;

(ii) suggest amendments to the change; or

(iii) propose to stop work on the change altogether;

(b) make recommendations pursuant to Paragraph 9.1.2(a) in accordance with:

(i) the adopted ESN architectural principles;

(ii) industry standards;

(iii) best practice;

(iv) ESN requirements;

(v) the commercial environment; and

(vi) the effect of proposed changes on the overall system architecture;

(c) note the commercial implications of any recommendations made; and

(d) not make decisions which are commercially unrealistic.

9.1.3 The Architecture Review Group will submit its recommendations to the Technical Delivery Working Group and will outline the rationale for the recommendation and any potential implications (including but not limited to commercial, organisational and/or reputational implications). Recommendations of the Architecture Review Group will not be considered binding until they are approved by the Technical Delivery Working Group but if this instigates a Change, this will be addressed through the

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Change Control Procedures contained in Schedule 8.2 (Change Control Procedure) of this Agreement.

9.1.4 The Authority technology team will follow up on designs and change requests generated by Architecture Review Group decisions to ensure they do not diverge from ideas originally agreed. If such a change represents a large divergence from or modification of the original requirements, the subject shall be brought back to the Architecture Review Group. However, formal Changes will require approval through the Change Control Procedures contained in Schedule 8.2 (Change Control Procedure) of this Agreement.

9.1.5 The Authority will organise the meetings and send out meeting invites and agenda items at least two (2) Working Days before the Architecture Review Group meeting. The papers will also be distributed to members within such timescale to allow consideration by members.

9.1.6 The Architecture Review Group will be chaired by the Head of Design Authority. If they are not able to attend they will appoint a person to chair the meeting in their absence.

9.1.7 Architecture Review Group meetings shall be quorate as long as at least two (2) nominated representatives from the Authority and one (1) nominated representative from any other relevant Governance Party is present.

9.2 Role Of The Programme Working Group

9.2.1 A Programme Working Group will govern the end to end delivery of the ESN Programme and will be supported and informed by the content of the ESN Products (including User Organisation) dashboard. This forum is to provide the Programme Director with a mixed supplier and Authority forum where:

(a) issues relating to the Programme, such as technical approach, can be discussed and direction agreed upon;

(b) the overall performance of the Programme can be reviewed, issues openly discussed, action owners identified and held to account;

(c) informed decision can be made with the necessary cross Authority and Supplier input;

(d) alignment of ESN Suppliers and Authority to Programme position and direction can be maintained; and

(e) escalations assigned to the Programme Working Group arising out of issues relating to non-compliance by other ESN Suppliers with the terms of the Operating Level Agreement will be dealt with.

9.2.2 The Programme Working Group shall:

(a) manage, monitor and approve all project working across all of the ESN Services and interface directly with the Programme Board;

(b) own and be accountable for the delivery of the Programme aims and objectives within the tolerances as set by the Programme Board and within the business case;

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(c) review, manage and facilitate the mitigation of risks and issues which have been escalated, which may impact on Programme delivery, holding action owners to account for their delivery and in so doing, act as a central senior decision making/ratification body for escalation and decision papers;

(d) set and monitor the behaviours and values to which the team adheres within delivery;

(e) have responsibility for the operational relationship between the Governance Parties and act as an escalation point for issues arising under the Operating Level Agreement;

(f) receive and review current ESN progress reports from the individual Supplier Boards, to provide senior level management the assurance that the ESN Services are on schedule, working across all of the portfolio of projects;

(g) agree the status of the project to be reported up to the Programme Board, including any key decisions it requires the Programme Board to make;

(h) monitor and oversee Programme performance and Supplier performance across all the ESN Services;

(i) receive and review any relevant Change Board reports or recommendations and/or Technical Delivery Working Group reports and/or Product Delivery Working Group reports as and when presented to the Programme Working Group;

(j) review any issues and risks that impact on the delivery of ESN Services and oversee the escalation to the Programme Board for resolution prior to escalation through formal Dispute in accordance with the Dispute Resolution Procedure;

(k) ensure that this Agreement 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, ensuring that the Authority, the Supplier and all Other ESN Suppliers comply with the provisions of the Operating Level Agreement;

(l) authorise the commissioning and initiation of and assess opportunities for Optional Services, instigated within its delegated authority, or refer a recommendation for the commissioning and initiation of Optional Services to the Change Board using formal Change Control Procedures contained in Schedule 8.2 (Change Control Procedure) of this Agreement;

(m) ensure the continued viability of the long term financial model, as outlined in Schedule 7.7 (Financial Model) across all Other ESN Suppliers;

(n) provide effective challenge to the Programme on progress and delivery; and

(o) ensure each Board Member maintains effective lines of communication to the Parties they represent that are appropriate for the Programme’s stage of development and potential impact. This will include providing appropriate levels of briefing to Programme Board representatives and appropriate levels of cascade to individuals directly involved with the Programme at a working level.

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9.2.3 In advance of each meeting, the Programme Working Group shall require the following documents, to be prepared by the Authority with input from the Supplier on request, and/or information to be prepared and ready for discussion at the relevant meeting:

(a) agenda;

(b) actions from the previous meeting;

(c) ESN Product/function dashboards;

(d) Level 2 Plan;

(e) progress against milestones that appear in the Level 2 Plan;

(f) exceptions, escalations and decisions;

(g) risks and issues; and

(h) Release Management Process Tracker.

9.2.4 The agenda for the Programme Working Group should be distributed to members on the Friday in advance of the meeting.

9.2.5 The Programme Working Group shall ensure the following outputs are produced at the end of the meeting and circulated within two Working Days of the meeting:

(a) actions log;

(b) decisions log;

(c) items for escalation to Programme Board (risks and issues);

(d) key messages to communicate outcomes of Programme Working Group; and

(e) minutes of the meeting.

9.3 Role Of The Technical Delivery Working Group

9.3.1 The Technical Delivery Working Group shall review the technical delivery performance for each technical delivery area by ESN Product against the baseline plans, on a weekly basis.

9.3.2 The Technical Delivery Working Group shall collaboratively manage technical delivery of the ESN Services, identifying any Changes. Any Changes that impact on level 2 and level 3 milestones shall be referred to the Programme Working Group.

9.3.3 The Technical Delivery Working Group shall be accountable to the Supplier Board (in respect of issues relating to a sole Supplier and the Services) and to the Programme Working Group (in respect of cross-ESN Supplier issues) for oversight of the technology used in the Supplier Solution, the Supplier Solution’s interface to and integration with Other ESN Suppliers' solutions making up the ESN Services.

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9.3.4 The Technical Delivery Working Group shall also ensure that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority, through, as an example, the adoption of open standards.

9.3.5 The Technical Delivery Working Group shall:

(a) ensure compliance with the Standards;

(b) maintain an ESN technical product roadmap with input from the Suppliers;

(c) assure the coherence and consistency of the systems architecture for the Supplier Solution;

(d) monitor developments in new technology and reporting on their potential benefit to the Services and the ESN Services;

(e) provide advice, guidance and information on technical issues;

(f) provide review of the technical impact of proposed Changes and report back to the Change Board where required in accordance with requirements of the Change Board and/or Change Control Procedure and the Programme Working Group in respect of changes impacting on level 2 and level 3 milestones, as applicable;

(g) ensure that the technical architecture of the Supplier Solution complies with the Authority Requirements and has sufficient flexibility to cope with future requirements of the Authority; and

(h) work with the Architecture Review Group to ensure there are no adverse impacts of technical changes on any part of the ESN Services.

9.3.6 In advance of each meeting, the Technical Delivery Working Group will require the following inputs, to be provided to the Authority PMO Support by midday on the Friday before the meeting:

(a) a status report by area which covers:

(i) key successes;

(ii) key issues;

(iii) key risks;

(iv) requests for help;

(v) decisions required;

(vi) next week key activities; and

(vii) any additional material as appropriate; and

(b) status of actions from previous meeting and action scorecard.

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9.3.7 The Technical Delivery Working Group will ensure the following outputs are produced at the end of the meeting and circulated within two (2) Working Days of the meeting:

(a) minutes taken by the Authority PMO including:

(i) agreed actions;

(ii) decisions made;

(iii) key notes;

(iv) approvals; and/or

(v) recommendations to other working groups or appropriate boards; and

(b) items for escalation to appropriate working group or board.

9.4 Role Of The Product Delivery Working Group

9.4.1 The Product Delivery Working Group shall meet weekly following the Technical Delivery Working Group (or as soon as possible thereafter if this is not possible) to:

(a) be accountable for product delivery of the ESN Product to the Operational Evaluation team and User Organisations;

(b) provide the final Authority approval for changes to ESN Products which do not impact on the gates plan or scope;

(c) provide ESN Product evaluation of technical options where required;

(d) provide ESN Product evaluation of plan and scope changes (for onward ratification at Programme Working Group where appropriate);

(e) join up ESN Product delivery (launch and deployment) with technical delivery (Technical Delivery Working Group) and service transition;

(f) review the performance of the integrated ESN Product plans (including customer readiness, gate readiness, launch readiness and inputs from the Technical Delivery Working Group on technical delivery) against the baseline Implementation Plan and agree next steps to address performance issues, risks and escalations;

(g) review the Level 3 Plan and progress against achieving the targets and milestones set out in the Level 3 Plan and updates to risks, issues and assumptions and dependencies;

(h) consider Exception Reports in the first instance and shall subsequently refer any outstanding matters to the Programme Working Group;

(i) discuss topics that concern the performance of the project and requires common understanding and agreement between the Authority, Suppliers and/or User Organisations;

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(j) review high prioritised issues, risks and actions escalated by the ESN Product management team and will provide guidance, and recommendations in agreement with the Suppliers and/or User Organisations case by case;

(k) manage the escalation(s) proposed by the ESN Product management team and when is agreed the Programme support;

(l) discuss, review and agree changes and recommendations to put forward to the Change Board when cost, timeline or resources and Documentary Deliverables and ESN Deliverables would be affected and escalate changes impacting on level 2 and level 3 milestones to the Programme Working Group;

(m) agree on the summary and key messages to share in the dashboard for the Programme Working Group weekly meetings; and

(n) submit Change Request and Exception Reports through the Change Control Procedure. A Change should not be considered binding until it is approved through the Change Control Procedure.

9.4.2 The Authority will organise the meetings and send out meeting invites and agenda items at least two (2) Working Days before the Product Delivery Working Group meeting.

9.4.3 The agenda for Product Delivery Working Group shall be based on the following indicative agenda:

(a) Introduction and read out from the Technical Delivery Working Group;

(b) Product specific (repeat for each ESN Product/ESN Product area);

(c) Performance metrics - i.e. MSP score cards, plan variance report, dependency tracker;

(d) ESN Product dashboards;

(e) Product readiness to launch dashboards (supplemented by workstream & suppliers leads);

(f) RMS gate date schedule;

(g) Product Artefacts, Documentary Deliverables and ESN Deliverables status;

(h) Escalations to the Programme Working Group; and

(i) Action list review.

9.4.4 The following inputs for the meeting shall be provided to the Authority PMO Support for onward transmission to members at least 24 hours in advance of the meeting;

(a) readout of tech delivery plan performance dashboard;

(b) ESN Product delivery plan performance metric - execution against schedule, dependency management & exceptions (MSP score cards, variance report, dependency tracker) in a format to be agreed between the parties;

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(c) ESN Product dashboards including escalations, decisions required, issues, risks and mitigations;

(d) ESN Product readiness to launch dashboards - snapshot of status across ESN Product work streams;

(e) identification of potential "hot topics" and exceptions;

(f) RMS gate date schedule & Artefacts readiness;

(g) status of actions from previous meeting and the action scorecard; and

(h) agenda and Artefacts.

9.4.5 The Product Delivery Working Group will be chaired by the ESN Product Lead in accordance with Paragraph 11.4 of Annex 4. If they are not able to attend they will appoint a person to chair the meeting in their absence.

9.4.6 Every meeting will provide minutes with records of attendees, agenda discussed, agreed actions decisions taken, key notes, approvals and/or recommendations to other working groups or appropriate board, and inputs for the dashboard. The minutes should be distributed within two Working Days from the day of the meeting.

9.5 Role Of The Product Project Management Group

9.5.1 The Authority shall lead and manage the Product Project Management Group which helps to coordinate, manage or control cross supplier Programme management activities and/or address specific issues.

9.5.2 Working meetings shall be set up in accordance with the Governance Framework and invites will be issued to all relevant personnel specific to the issue being addressed by the meeting.

9.5.3 The type and number of working meetings shall be reviewed periodically over the term to reflect the changing needs of the different phases of the Programme, and/or in response to addressing any specific issues or review recommendations.

9.5.4 The role of such working meetings shall be to:

(a) provide assurance that each ESN Product is on track;

(b) work to resolve conflict or Implementation Plan clashes;

(c) review detailed aspects of the Services, such as risks or technical issues which require the need for expert review or assessment outside of any formal governance Boards;

(d) make recommendations to the Architecture Review Group;

(e) seek to resolve issues before presentation of summary reports on progress to the relevant higher level Board; and

(f) escalate any issues it cannot resolve to the relevant Architecture Review Group.

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9.5.5 The agenda for the Product Project Management meeting should be distributed to members at least 24 hours prior to each meeting to allow consideration by members.

9.6 Role Of The Enterprise Release Assurance Group

9.6.1 The Enterprise Release Assurance Group shall be responsible for gate reviews which:

(a) will consider evidence largely in the form of Artefacts, showing evidence that prior activities have been completed successfully and that the necessary precursors have been baselined prior to subsequent activities, and which should be sufficient to demonstrate that the objectives of the gate have been met; and

(b) will be on gate dates on or before the completion dates set out in the Level 3 Plan and which are notified to the Enterprise Release Assurance Group at least one week in advance of the meeting.

9.6.2 Consecutive gates can be run in the same meeting.

9.6.3 The Enterprise Release Assurance Group shall decide if a gate review has been passed. If there are issues which need escalation these can be escalated to the Supplier Board or such other governance Board as appropriate.

9.6.4 The Authority Product Director shall present to the Enterprise Release Assurance Group a gate summary slide deck which provides an overview of readiness for the gate and evidence that the gate objectives have been met, including:

(a) status of required Artefacts with latest version number and specific comments/issues;

(b) review of dependencies;

(c) review of risks and issues and how such risks and issues are being mitigated and/or resolved; and

(d) gate readiness recommendation.

9.6.5 The Enterprise Release Assurance Group will:

(a) examine and discuss evidence of assurance provided;

(b) question the Authority Product Director following the presentation of evidence; and

(c) make a decision which is either:

(i) approval;

(ii) approval with conditions to present to Programme Working Group; or

(iii) rework required before presenting to Programme Working Group.

9.6.6 In advance of each meeting, the Enterprise Release Assurance Group shall require the following inputs to be prepared and ready for discussion at the relevant meeting:

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(a) gate summary deck;

(b) Artefacts status and any issues; and

(c) the final reviewed Artefacts.

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10 Annex 3: Single Supplier Board Representation

All attendance is subject to change as per Paragraph 4 of this Schedule 8.1.

Board Members	**Role**
Authority Members of Single Supplier Board **denotes attendance on request* ***denotes ad-hoc attendance*	Programme Director**
	Programme Management (Chair)
	Commercial Director (Deputy Chair)
	Technical Lead
	Secretariat
	PMO representation*
	Finance Lead*
	Service Management Lead*
	Product Director/Deputy Director*
Supplier Members of Single Supplier Board **denotes attendance on request* ***only the relevant supplier will attend its own Single Supplier Board*	Supplier Senior Lead**
	MS Supplier Senior Lead**
	Key Sub-contractor Senior Lead*
Frequency of Single Supplier Board	Fortnightly
Location of Single Supplier Board	To be confirmed, however expectation is that the venue will be London based in the first period of the contract term and attendance will be in person at the location.

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11 Annex 4: Multi Supplier Governance Board Representation

All attendance is subject to change as per Paragraph 4 of this Schedule 8.1.

11.1 Architecture Review Group Representation

Board Members	**Role**
Authority Members of Architecture Review Group* **minimum two representatives required for quorum*	Head of Design Authority (Chair)
	Programme Architect
	Technical Lead Devices
	Technical Lead Core Network
	Central Technology
	Central Technology
Motorola Members of Architecture Review Group* **only one person required for quorum*	Head of Solution Architecture
EE Members of Architecture Review Group* **only one person required for quorum*	Architect
	Architect
	Director
Samsung Members of Architecture Review Group	Architect
Frequency of Architecture Review Group	Weekly
Location of Architecture Review Group	Clive House

11.2 Programme Working Group Representation

Board Members	**Role**
Authority Members of Programme Working Group	ESN Product Lead (Chair)
	Programme Manager

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**denotes attendance on request*	Director of Customer Engagement
	Commercial Director
	Head of Technology
	Product Director Assure/Connect/+
	Product Director Direct/Prime
	Product Director Prime + / Air
	Head of Coverage
	PMO Lead
	Secretariat
Supplier Members of Programme Working Group **denotes attendance on request*	Supplier Senior Lead
	MS Supplier Senior Lead
	Key Sub-contractor Senior Lead*
Frequency of Programme Working Group	Weekly on a Tuesday
Location of Programme Working Group	To be confirmed, however expectation is that the venue will be London based in the first period of the contract term.

11.3 Technical Delivery Working Group Representation

Board Members	**Role**
Authority Members of Technical Delivery Working Group	ESN Programme Manager (Chair)
	Deputy Director of Technology
	Product Director
	Overall Technical Delivery
	PMO
	Requirements, Design and Architecture (including security)
	Implementation Assure and Connect

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	Implementation Direct and Prime
	Test
	Security Management
	Service Transition
	Live Managed Service
	PMO Onsite Support
	E2E/iHLP Planning
	Tech Review Actions PM
	Commercial
Supplier Members of Technical Delivery Working Group	Overall Technical Delivery
	PMO
	Requirements, Design and Architecture (including security)
	Implementation Assure and Connect
	Implementation Direct and Prime
	Test
	Security Management
	Service Transition
	Live Managed Service
	PMO Onsite Support
	E2E/iHLP Planning
	Tech Review Actions PM
	Commercial
Frequency of Technical Delivery Working Group	Weekly
Location of Technical Delivery Working Group	To be confirmed, however expectation is that the venue will be London based in the first period of the contract term.

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11.4 Product Delivery Working Group Representation

Board Members	Role
Authority Members of Product Delivery Working Group	ESN Product Lead (Chair)
	Operational Evaluation Team
	Programme Release Manager
	Product Manager Connect/Connect+
	Product Manager Direct/Prime
	Product Manager(s)
	Customer Engagement Direct/Prime
	Customer Engagement Connect/Connect+
	Service Management Lead Direct/Prime
	Service Management Lead Connect/Connect+
	TPM Connect/Connect+ inc: devices
	TPM Direct/Prime inc: devices and control rooms
	Commercial Lead Direct/Prime
	Commercial Lead Connect/Connect+
	ESN Security
	Prime/Prime Product Manager
	Product PMO
	Product Release Manager Connect/Connect+
	Product Release Manager Direct/Prime
Supplier Members of Product Delivery Working Group	MSI Head of Mobilisation (Motorola)
	MSI Product Lead (Motorola)
	MSI Head of PMO (Motorola)
	Head of Launch Management and Planning (EE)

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	Head of ESN Delivery (EE)
	Product Lead Direct/Prime (EE)
	Product Lead Connect/Connect+ (EE)
	ESN Programme Manager (Samsung)
Frequency of Product Delivery Working Group	As set out in Paragraph 9.4.1
Location of Product Delivery Working Group	Clive House with a teleconferencing option available

11.5 Product Project Management Group Representation

Board Members	**Role**
Authority Members of Product Project Management Group	Project Manager (Chair)
	Product Project Planner
	Customer Project Manager
	Technical Delivery Manager
	Product Release Manager
	Customer Engagement Manager for the ESN Product
	Service Manager for the ESN Product
	Secretariat
Supplier Members of Product Project Management Group	Product Release Manager Product Programme Manager
Frequency of Product Project Management Group	Weekly
Location of Product Project Management Group	Clive House with a teleconferencing option available

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11.6 Enterprise Release Assurance Group Representation

Board Members	Role
Authority Members of Enterprise Release Assurance Group	Programme Manager (Chair)
	Live Services Lead
	Technical Lead
	Release Manager
	Test Lead
	Security
	Commercial Lead
	Customer Director
	Customer Leads
	Product Leads
Supplier Members of Enterprise Release Assurance Group	Supplier Leads
Frequency of Enterprise Release Assurance Group	As required in accordance with Paragraph 9.6.1(b)
Location of Enterprise Release Assurance Group	To be confirmed, however expectation is that the venue will be based in London

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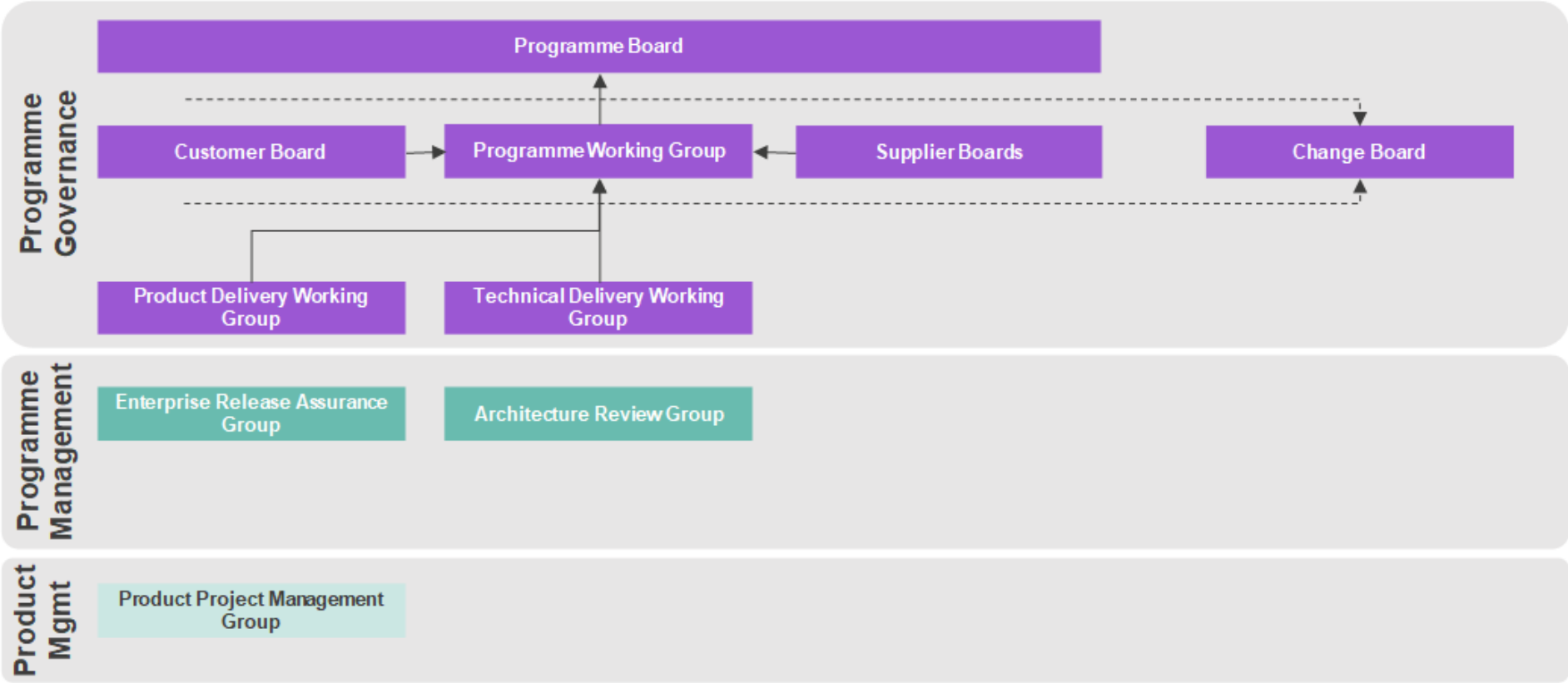
12 Annex 5: Governance Structure



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