

# **SCHEDULE 21**

## **GOVERNANCE**

## **Schedule 21 (Governance)**

### **1 DEFINITIONS**

1.0 In this Schedule, the following definitions shall apply:

<b>“Assurance Board”</b>	the body described in Paragraph 6.
<b>“Board Member”</b>	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 3.4;
<b>“Boards”</b>	the Service Management Board, Project Delivery Board, and Assurance Board and <b>“Board”</b> shall mean any of them;
<b>“Programme Delivery Managers”</b>	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
<b>“Project Delivery Board”</b>	the body described in Paragraph 4;
<b>“Service Delivery Managers”</b>	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
<b>“Service Management Board”</b>	the body described in Paragraph 5; and

### **2 MANAGEMENT OF THE SERVICES**

2.1 Both Parties shall act as stated in this Contract and in a spirit of mutual trust and cooperation.

2.2 The Supplier and the Authority shall each appoint:

- (a) a Programme Delivery Manager through whom the Services shall be managed at a day-to-day through the Implementation Phase; and
- (b) a Service Delivery Manager through whom the Services shall be managed at a day-to-day through the Operational Phase .

2.3 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.

2.4 From one (1) week following the Effective Date, the individuals appointed pursuant to Paragraph 2.2 for each of the Parties will hold a one (1) hour telephone call every week until expiry of the Term.

2.5 All other operational and tactical meetings (e.g. daily stand ups) will take place in accordance with the Joint Statement of Intent.

#### **Joint Statement of Intent**

2.6 The Supplier and the Authority will work together to develop a document setting out:

- (a) what the project is intended to achieve, in respect of business outcomes and benefits, if it is to be regarded as a success;
- (b) how the collective team will work together to delivery these outcomes;

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- (c) the potential impact of change on the project, that is linked to the desired business outcomes rather than the sole digital, data and technology element; and
- (d) ensuring that a focus on these is sustained throughout the project lifecycle

together the “**Joint Statement of Intent**”.

2.7 The Joint Statement of Intent will contain principles on:

- (a) appropriate governance;
- (b) open dialogue and positive behaviours;
- (c) using best practice (e.g. the Service Standard, Technology Code of Practice);
- (d) focus on business outcomes;
- (e) appropriate change management;
- (f) objective measures of success (business benefits mapping and dependencies); and
- (g) appropriate interventions.

### Early warning

2.8 Either Party may give an early warning by notifying the other (an “**Early Warning Notice**”) as soon as possible after either becomes aware of any matter which could:

- (a) increase or reduce the Charges;
- (b) adversely affect implementation and/or the performance of the Services;
- (c) impair each Party’s ability to operate in a manner consistent with the principles set out in the Joint Statement of Intent;
- (d) impair the Authority’s ability to use the IT Environment or otherwise adversely affect the Authority’s business operations; or
- (e) lead to an actual or likely Critical Performance Failure or an actual or likely KPI Failure.

2.9 If either Party considers that a matter notified is sufficiently important to require an early warning meeting, the Party may instruct the other to attend such a meeting.

2.10 At an early warning meeting those who attend will cooperate in:

- (a) making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced;
- (b) seeking solutions that will bring advantage to all those who will be affected; and
- (c) deciding upon actions which they will take and who, in accordance with this Contract, will take them.

2.11 The Supplier Representative will record the proposals considered and decisions taken at an early warning meeting and will give a copy of their record to the Authority Representative.

### Authority Personnel

2.12 The Authority shall provide the following committed personnel.

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Phase	Role	Time commitment	Responsibilities
Implementation	1 Programme Delivery Manager	4 Working Days per week	The Programme Delivery Manager will report to the Service Owner and be responsible for delivery of overall project management on behalf of the Authority, and provide overall contract and financial management during the Implementation Phase.
Implementation	Up to 2.5 Product Managers 1 Associate Product Manager	4 Working Days per week each, pro-rata for the part-time Product Manager	The Product Managers will report to the Programme Delivery Manager and be responsible for assuring the functional quality of software products delivered by the Supplier for their domain (with the specific domains to be confirmed, since they are dependent on a Supplier's organisational models and technical solution) within a time, cost, and quality tolerance agreed with the Programme Delivery Manager.
Operations	1 Service Delivery Manager	4 Working Days per week	The Service Delivery Manager will report to the Service Owner and be responsible for the overall contract and financial management of the Services during the Operational Phase.
Operations	1 Product Manager	2 Working Days per week	The Product Manager will report to the Service Delivery Manager and be responsible for managing the Product Backlog.

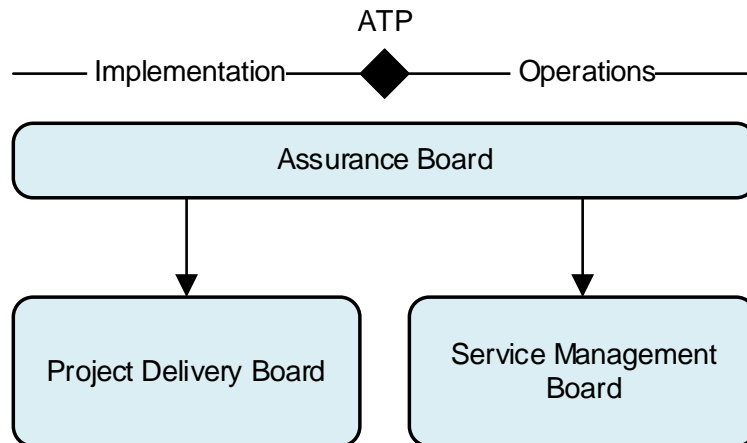
- 2.13 During the Implementation Phase, each of these roles will be supported by a pool of subject matter experts that the Authority can draw upon for specific specialisms (e.g. user research, security, architecture) but these subject matter experts will not form part of the Authority's core delivery teams.

### 3 BOARDS

- 3.1 The structure of the Boards is summarised in the diagram below.

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### Establishment and structure of the Boards

3.2 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.

3.3 In relation to each Board, the:

- (a) Authority Board Members;
- (b) Supplier Board Members;
- (c) frequency that the Board shall meet (unless otherwise agreed between the Parties);
- (d) location of the Board's meetings; and
- (e) planned start date by which the Board shall be established,

shall be as set out in Annex 1. For the avoidance of doubt, any change to the Boards or Annex 1 shall be agreed in accordance with the Change Control Procedure

3.4 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

3.5 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:

- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- (b) that he/she is debriefed by such delegate after the Board Meeting.

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

- (a) scheduling Board meetings;
- (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
- (c) chairing the Board meetings;

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- (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
  - (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
  - (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.7 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.8 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 make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

### **4 ROLE OF THE PROJECT DELIVERY BOARD**

- 4.1 The Project Delivery Board shall be responsible for the executive management of the Services during the Implementation Phase, and shall:
- (a) monitor the Supplier's performance against the Implementation Plan;
  - (b) approve material amendments to the Implementation Plan;
  - (c) analyse and record the impact of all Changes, and approve or reject (close) all proposed Changes;
  - (d) identify and manage risks and issues relating to the Implementation Phase;
  - (e) monitor the payment of Charges to the Supplier; and
  - (f) approve communications to Users.

### **5 ROLE OF THE SERVICE MANAGEMENT BOARD**

- 5.1 The Service Management Board shall be responsible for the executive management and continuous improvement of the Services during the Operational Phase, and shall:
- (a) be accountable for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
  - (b) receive reports from the Service Delivery Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators;
  - (c) deal with the prioritisation of resources and the appointment of Service Delivery Managers on behalf of the Parties;
  - (d) 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;
  - (e) develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same;
  - (f) analyse and record the impact of all Changes, specifically whether the proposed Change:

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- (i) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;
- (ii) has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
- (iii) will raise any risks or issues relating to the proposed Change;
- (iv) will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels; and
- (v) approve or reject (close) all proposed Changes.

5.2 Additionally, the Service Management Board shall serve as a forum to discuss other obligations in this Agreement, including (but not limited to):

- (a) review the Management Reports on a monthly basis, pursuant to Schedule 2 (*Services Description*);
- (b) monitoring the Supplier's progress against the Product Backlog on a monthly basis, pursuant to Schedule 2 (*Services Description*);
- (c) reviewing the Performance Monitoring Reports on a monthly basis, pursuant to Schedule 3 (*Performance Levels*);
- (d) monitoring the Supplier's cumulative spend versus the Improvement Projects Minimum Spend on a monthly basis, pursuant to Schedule 15 (*Charges and Invoicing*);
- (e) reviewing the Supplier's performance against the environmental and Social Value requirements on a quarterly basis, pursuant to Schedule 4 (*Standards*) Annex 1 (*Environmental Requirements*);
- (f) reviewing the Quarterly Contract Report on a quarterly basis, pursuant to Schedule 19 (*Financial Reports and Audit Rights*) Part B (*Financial Reports*);
- (g) reviewing the Transparency Reports and Virtual Library completeness on a quarterly basis, pursuant to Schedule 24 (*Reports and Records Provisions*);
- (h) reviewing the Continuous Improvement Plan on an annual basis, pursuant to Clause 8 (*Services Improvement*);
- (i) reviewing the Modern Slavery Assessment Tool on an annual basis, pursuant to Clause 36.8 (*Modern Slavery*);
- (j) reviewing the output of any IT Health Check and reviewing the updated Security Management Plan on an annual basis, pursuant to Schedule 5 (*Security Management*);
- (k) reviewing each entity in the FDE Group's performance against the Financial Target Thresholds on an annual basis, pursuant to Schedule 18 (*Financial Distress*);
- (l) reviewing the Annual Contract Report on an annual basis, pursuant to Schedule 19 (*Financial Reports and Audit Rights*) Part B (*Financial Reports*);
- (m) reviewing the updated Exit Plan on an annual basis, pursuant to Schedule 25 (*Exit Management*);

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- (n) reviewing the output of any testing of the Service Continuity Plan on an annual basis, pursuant to Schedule 26 (*Service Continuity Plan*).

### **6 ROLE OF THE ASSURANCE BOARD**

- 6.1 The Assurance Board shall be accountable to the Project Delivery Board and the Service Management Board for assurance and oversight of the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority.
- 6.2 Notwithstanding Schedule 14 (*Testing Procedures*) Paragraph 2 (*Risk*), the Assurance Board shall:
  - (a) ensure compliance with the Standards;
  - (b) grant dispensations for variations from such compliance where appropriate;
  - (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;
  - (e) provide advice, guidance and information on technical issues; and
  - (f) assure that the technical architecture of the Supplier Solution is aligned to the Service Requirements and has sufficient flexibility to cope with future requirements of the Authority.

### **7 CONTRACT MANAGEMENT MECHANISMS**

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
  - (a) the identification and management of risks;
  - (b) the identification and management of issues; and
  - (c) monitoring and controlling project plans.



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### **ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS**

#### **Project Delivery Board**

Authority members of Project Delivery Board	<ul style="list-style-type: none"><li>• Senior Responsible Owner (SRO)</li><li>• Programme Delivery Manager</li><li>• Service Owner</li><li>• Product Manager</li><li>• Commercial Manager</li></ul>
Supplier members of Project Delivery Board	<ul style="list-style-type: none"><li>• Project manager</li><li>• Programme Delivery Manager (chairperson)</li><li>• 2 other attendees if/when required</li></ul>
Start date for Project Delivery Board meetings	From the Effective Date until Achievement of the ATP Milestone.
Frequency of Project Delivery Board meetings	Monthly for 2 hours.
Location of Project Delivery Board meetings	Held virtually nine (9) times in each Contract Year and held in Bristol or in London three (3) times in each Contract Year as agreed by the Authority.

#### **Service Management Board**

Authority Members of Service Management Board	<ul style="list-style-type: none"><li>• Service Owner</li><li>• Product Manager</li><li>• Service Delivery Manager</li><li>• Commercial Manager</li></ul>
Supplier Members of Service Management Board	<ul style="list-style-type: none"><li>• Service Delivery Manager (chairperson)</li><li>• 2 other attendees if/when required</li></ul>
Start Date for Service Management Board meetings	One (1) month following Achievement of the ATP Milestone.
Frequency of Service Management Board meetings	Monthly for 2 hours.
Location of Service Management Board meetings	Held virtually nine (9) times in each Contract Year and held in Bristol or in London three (3) times in each Contract Year as agreed by the Authority.

#### **Assurance Board**

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Authority Members of Assurance Board	<ul style="list-style-type: none"><li>• Programme Delivery Manager or Service Delivery Manager</li><li>• Service Owner</li><li>• Product Manager</li><li>• Commercial Manager</li><li>• &lt;5 representatives from other Defra Group bodies</li></ul>
Supplier Members of Assurance Board	<ul style="list-style-type: none"><li>• Programme Delivery Manager or Service Delivery Manager (chairperson)</li><li>• 3 other attendees if/when required</li></ul>
Start Date for Assurance Board meetings	From the Effective Date.
Frequency of Assurance Board meetings	Monthly for two (2) hours during the Implementation Phase and then once every three (3) months during the Operational Phase.
Location of Assurance Board meetings	Held virtually.