# 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 Part A of Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.4; |
| **"Boards"** | the Service Delivery Board, Performance Board, Implementation Board and Change Delivery Board and **"Board"** shall mean any of them; |
| **"Change Advisory Board"** | means the meeting described in Part B of Annex 1 in the row headed "*Change Advisory Board*"; |
| **"Contract Manager Meeting"** | means the meeting described in Part B of Annex 1 in the row headed "*Contract Manager Meeting*"; |
| **"Performance Board"** | the body described in Part A of Annex 1 in the column headed "*Performance Board (PB)*"; |
| **"Implementation Board"** | the body described in Part A of Annex 1 in the column headed "*Implementation Board (IB)*"; |
| **"Major Incident (Management Bridge)"** | means the meeting described in Part B of Annex 1 in the row headed "*Major Incident (Management Bridge)*"; |
| **"Change Delivery Board"** | the body described in Part A of Annex 1 in the column headed "*Change Delivery Board (CDB)*"; |
| **"Operational Managers"** | the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2; |
| **"Senior Commercial Meeting"** | means the meeting described in Part B of Annex 1 in the row headed "*Senior Commercial Meeting*"; and |
| **"Service Delivery Board"** | the body described in Part A of Annex 1 in the column headed "*Service Delivery Board (SDB)*". |

## 2 MANAGEMENT OF THE SERVICES

2.1 The Supplier and the Authority shall each appoint an operational manager for the purposes of this Contract through whom the Services shall be managed on a day-to-day basis.

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 The Parties' recognise that one function of the governance arrangements is to manage and have oversight over the end to end EM Services. As such all Boards with the exception of the Performance Board will be tripartite, that is they will, subject to Paragraph 3.10, be attended by representatives of the Authority, the Supplier and the other EM Supplier(s) in order to:

(a) facilitate the alignment of the EM Suppliers' objectives and overall strategy;

(b) monitor respective roles and responsibilities (RACI);

(c) agree and address key dependencies between EM Suppliers;

(d) facilitate the early identification and resolution of issues; and

(e) to provide a structure for collaborative and pro active management capable of adapting to changing requirements and delivering improvements.

3.3 In relation to each Board, the:

(a) purpose and terms of reference;

(b) Authority Board Members;

(c) Supplier Board Members;

(d) other EM Supplier Board Members (where applicable);

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

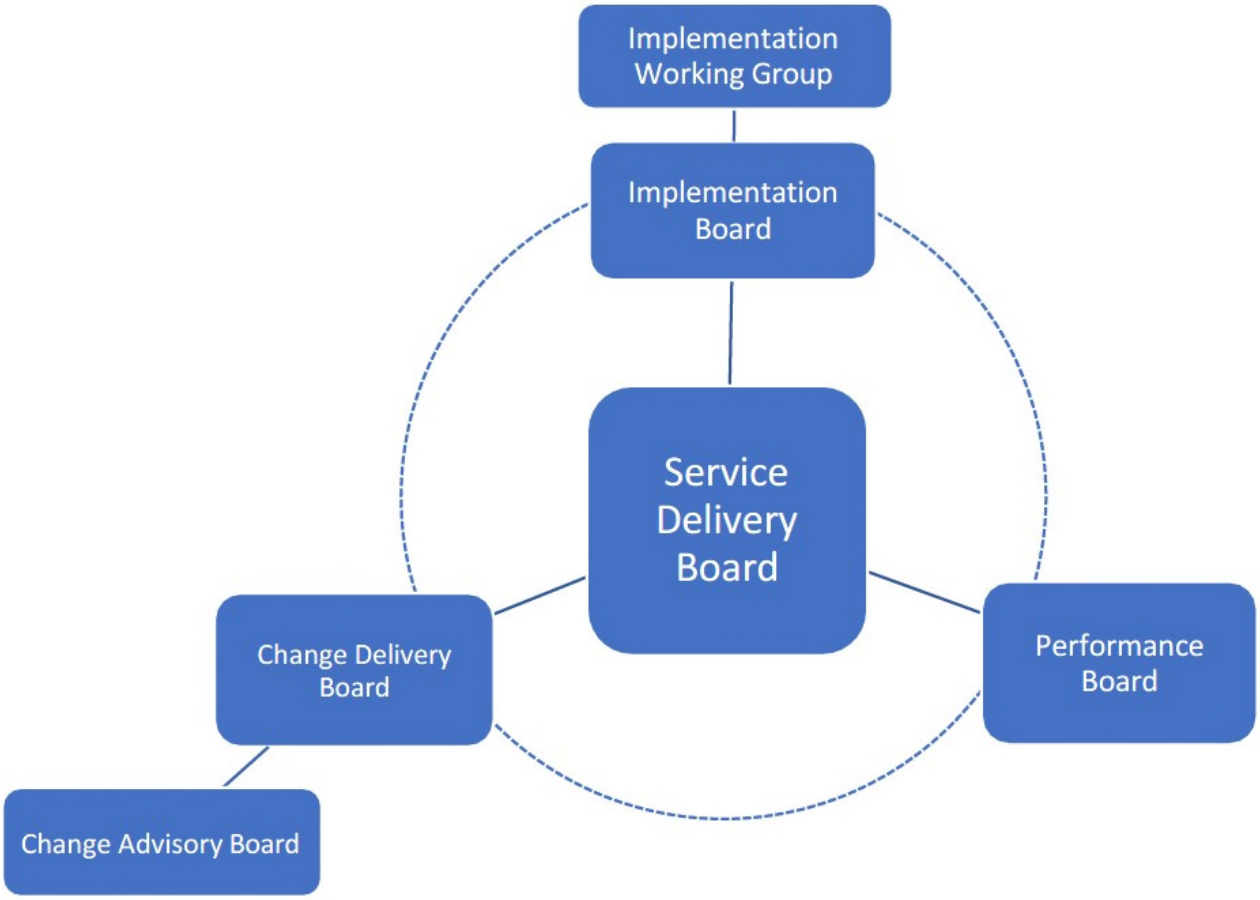
(f) location of the Board's meetings; and

(g) planned start date by which the Board shall be established,

shall be as set out in Part A of Annex 1. The Parties may call extra-ordinary meetings of the Service Delivery Board where necessary, including in the circumstances set out in Paragraph 9 of Schedule 23 (*Dispute Resolution Procedure*).

3.4 In the event that the Authority or the Supplier 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.

3.5 The diagram below outlines the governance structure:



**Board meetings**

3.6 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.

3.7 A chairperson shall be appointed by the Authority from amongst the Authority's representatives on the relevant Board as identified in Part A of 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;

(d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings including reporting into the relevant linked Board or meeting (as specified in Annex 1) as appropriate;

(e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within five (5) 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.

3.8 Board meetings shall be quorate as long as at least two (2) representatives from each Party are present (and for the Performance Board, at least one of those representatives from each Party shall be a commercial representative) and in the case of the Service Delivery Board two representatives of each Party and the other EM Supplier(s) are present.

3.9 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.

3.10 The Authority may at its discretion require that certain agenda items for meetings of the Service Delivery Board are only discussed by the Authority and the relevant EM Supplier(s) (i.e. closed agenda items). Where the Supplier, acting reasonably, wishes an agenda to be treated as a closed agenda item it will notify the Authority as soon as reasonably practicable and at least forty eight (48) hours before the scheduled date for the relevant Board meeting.

3.11 A Party may request that a Sub-contractor attends a Board meeting where the agenda item is pertinent to the services delivered or to be delivered by the Sub-contractor.

3.12 The Supplier shall ensure appropriate Supplier Personnel attend such of the Authority's internal board meetings as the Authority may request from time to time.

3.13 The Supplier shall provide the relevant Transparency Report(s) to the Authority (as required pursuant to Schedule 24 (*Reports and Records Provisions*)) no later than one week in advance of the relevant Board meeting.

## 4 OTHER MEETINGS

4.1 The Boards described in Part A of Annex 1 have the purpose of directly supporting the governance structure of this Contract. In addition to these Boards, other meetings shall be held as part of the Supplier performance management and governance approach including those described in Paragraph 4 and Part B below.

4.2 Representatives of the Supplier and the Authority shall attend the meetings set out in Part B of Annex 1 where applicable (or as otherwise agreed between the Parties in writing).

## 5 CONTRACT MANAGEMENT MECHANISMS

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

5.2 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.

5.3 The Risk Register shall be updated by the Supplier and submitted to the FMS Supplier who will be responsible for aggregating all Risk Registers received from the EM Suppliers and submitting the Joint Risk Register for review by the Service Delivery Board.

## 6 ANNUAL REVIEW

6.1 Annual review meetings shall be held throughout the Term on dates to be agreed between the Parties. The first such annual review meeting shall take place no later than the first anniversary of the first Operational Services Commencement Date.

6.2 The meetings shall be attended by the following representatives of the Parties and any other persons considered by the Authority necessary for the review:

(a) For the Authority:

Senior Business Owner (SBO);
Senior Contract and Performance Manager;
Senior Commercial Lead;
Senior IT Service Manager;
Senior Change Lead;
Authority Innovation Lead;
Authority Collaboration Lead;
and Senior Finance Business Partner

(b) For the Supplier:

Supplier Innovation Lead;
Supplier Collaboration Lead;
REDACTED; CTO/Innovation Sponsor
REDACTED; UK MoJ Account Director/Collaboration Lead
REDACTED; President & CEO
REDACTED; Commercial Finance Director
Service Delivery Manager; TBC
REDACTED; MDSS Implementation Manager
REDACTED; MDSS Project Manager
REDACTED; Infrastructure & IT Development Manager

Crown copyright 2023

# ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS

## Part A: Board Meetings

| | Service Delivery Board (SDB) | Performance Board (PB) | Change Delivery Board (CDB) | Implementation Board (IB) |
|---|---|---|---|---|
| **Purpose** | Provide comprehensive oversight, leadership and guidance for the overall delivery of the Services (incl. management of the operational collaboration and strategic relationship between the Supplier and the other EM Supplier(s)) and be the point of escalation for all other Boards and for the resolution of IT Service Management Incidents. | Provide day-to-day governance and oversight of the Services and operational relationship between the Parties, receive recommendations from the CDB and the IB and report into the SDB on key issues and points for escalation. | Consider the impact of proposed Changes to the Services, and report into the PB and SDB incl. on matters relating to proposed Changes and Small Projects. | Responsible for monitoring the delivery of Implementation against the Implementation Plan, and reporting to the PB and SDB on matters related to Implementation. |
| **Terms of Reference** | The SDB shall:<br>• ensure the continuation and successful delivery of the EM Service to ensure contract and strategic objectives are met;<br>• 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; | The PB shall:<br>• be accountable to the SDB for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;<br>• report to the SDB on significant issues requiring decision and resolution by the SDB and on progress against the Implementation Plan; | The CDB shall:<br>• analyse and record the impact of all Changes to the Services, specifically whether the proposed Change:<br>– has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;<br>– has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales; | The IB shall:<br>• review performance of the Services against the Implementation Plan;<br>• review the progress of any remedial action taken during Implementation;<br>• steer the overall implementation portfolio (incl. staff transfer) taking into consideration business needs; |

| | Service Delivery Board (SDB) | Performance Board (PB) | Change Delivery Board (CDB) | Implementation Board (IB) |
|---|---|---|---|---|
| | • receive and review reports from the PB 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;<br>• determine business strategy and provide guidance on policy matters which may impact on the implementation of the EM Services or on any Optional Services;<br>• authorise the commissioning and initiation of, and assess opportunities for, Optional Services;<br>• make recommendation to the Authority regarding the approval or rejection of the Tier 2 Changes and Tier 3 Changes;<br>• approve Medium Projects and Small Projects;<br>• provide guidance and authorisation to the CDB and IB on relevant Changes; | • receive reports from the Operational 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, and sign-off on monthly performance data;<br>• review and report to the SDB on service management, co-ordination of individual projects and any integration issues;<br>• deal with the prioritisation of resources and the appointment of Operational Managers on behalf of the Parties;<br>• make recommendations to the SDB regarding the approval or rejection of the Tier 1 Changes; and<br>• consider and resolve service delivery issues in the first instance and if necessary escalate the issue to the SDB. | – will raise any risks or issues relating to the proposed Change; and<br>– will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;<br>• provide recommendations, seek guidance and authorisation from the PB as required;<br>• make recommendations to the Authority regarding approval of Small Projects;<br>• assess the impact of and make recommendations to the PB regarding the approval or rejection (close) of proposed Tier 1 Changes, Tier 2 Changes and Tier 3 Changes; and<br>• assess any new dependencies or changes to existing dependencies that are referred to it pursuant to the Collaboration Agreement. | • ensure alignment of supplier implementation plans, Outgoing Service Provider exit plans, and in- flight projects list to ensure that points of integration and dependencies are understood and managed;<br>• review transition risk and issues and update the appropriate risks and issues registers; and<br>• analyse and record the impact of all Changes relating to Implementation, specifically whether the proposed Change:<br>– has an impact on other areas or aspects of this Contract and/or other documentation relating to Implementation;<br>– has an impact on the Authority's ability to meet its agreed business needs within agreed time-scales;<br>– will raise any risks/issues relating to the proposed Change; and |

| | Service Delivery Board (SDB) | Performance Board (PB) | Change Delivery Board (CDB) | Implementation Board (IB) |
|---|---|---|---|---|
| | • have oversight of the strategic collaboration activities undertaken pursuant to the Collaboration Agreement;<br>• review the Dependencies Register prepared and maintained pursuant to the Collaboration Agreement; and<br>• consider the Joint Innovation Plan produced and updated pursuant to the Collaboration Agreement and determine which proposals from that plan the EM Suppliers will pursue. | | | – will provide value for money in consideration of any changes to the Financial Model, Charges and/or Milestone Dates;<br>• provide recommendations, seek guidance and authorisation from the PB as required; and<br>• make recommendations to the SDB regarding the approval or rejection of Tier 2 Changes and Tier 3 Changes relating to Implementation. |
| **Meeting Frequency** | Monthly | Monthly | Fortnightly | At least fortnightly – subject to Milestones and delivery plan (so could be more frequent) |
| **Start date for meetings (and end date if applicable)** | Effective Date | Effective Date | One month after the first Operational Services Commencement Date | From the Effective Date to completion of Implementation (being Achievement of the final Key Milestone) |
| **Members** | **For the Authority:**<br>Senior Business Owner (Chairperson)<br>Senior Contract and Performance Manager<br>Senior Commercial Lead<br>Senior Finance Business Partner | **For the Authority:**<br>Senior Contract and Performance Manager (Chairperson)<br>Contract Service Operational Managers (CSOMs)<br>Commercial Lead<br>Finance Business Partner (FBP) | **For the Authority:**<br>Senior Change Lead (Chairperson)<br>Project and IT Service Managers<br>Commercial Representative<br>Finance Representative | **For the Authority:**<br>Head of Implementation & Transition (Chairperson)<br>Project and IT Service Managers<br>Commercial Representative<br>Finance Representative<br>Operational Manager<br>Policy Lead |

| | Service Delivery Board (SDB) | Performance Board (PB) | Change Delivery Board (CDB) | Implementation Board (IB) |
|---|---|---|---|---|
| | Senior Change Lead<br>Senior IT Service Delivery Manager<br>Collaboration Lead<br>Innovation Sponsor<br>**For the Supplier:**<br>Collaboration Lead<br>Innovation Sponsor<br>REDACTED, Managing Director<br>REDACTED, Commercial Finance Director<br>REDACTED, UK MoJ Account Director<br>**For the other EM Supplier(s):**<br>Equivalent representatives to those set out above | Representative Change Lead<br>IT Service Delivery Manager<br>**For the Supplier:**<br>Commercial Representative<br>REDACTED, UK MoJ Account Director<br>REDACTED, Contract Manager<br>REDACTED, Head of Operations<br>REDACTED, Security Manager<br>REDACTED, Quality Manager | Operational Manager<br>Policy Lead<br>**For the Supplier:**<br>**For the other EM Supplier(s):**<br>Equivalent representatives to those set out above | **For the Supplier:**<br>REDACTED, Project Manager<br>REDACTED, Infrastructure & IT Development Manager<br>REDACTED, Production Director<br>REDACTED, Infrastructure Architect<br>REDACTED Security Manager<br>REDACTED, Test Manager<br>**For the other EM Supplier(s):**<br>Equivalent representatives to those set out above |
| **Location** | In person meeting once per Quarter at either the Authority's or the Supplier's premises (on a rotating basis). Other meetings can be held virtually. | Virtual or at Authority or Supplier premises (on a rotating basis), as the Parties may agree from time to time | Virtual meeting | Virtual meeting |
| **Bi-lateral/ Multi Party** | Multi-Party | Bi-lateral | Multi-Party | Multi-Party |
| **Linked Board/Meetings** | Receives reports/escalations from:<br>• Performance Board<br>• Implementation Board<br>• Change Delivery Board<br>• Senior Commercial Meeting | Receives reports/escalations from:<br>• Operational Managers<br>Reports into:<br>• Service Delivery Board | Receives reports/escalations from:<br>• Change Advisory Board<br>• Major Incident (Management Bridge)<br>Reports into:<br>• Service Delivery Board | Receives reports/escalations from:<br>• Implementation Working Group Meeting<br>Reports into:<br>• Service Delivery Board |

**Part B: Governance Meetings**

| Name of Meeting | Brief Description | Parties and attendees | Frequency | Planned Start Date | Linked Board/meeting (for reporting / escalation purposes) |
|---|---|---|---|---|---|
| Implementation Working Group | • Responsible for day-to-day oversight of implementation<br>• Able to approve low level Tier 1 changes to the Implementation Plan | As set out in paragraph 7 (*Implementation Review Meetings*) of Schedule 13 (*Implementation*) | As set out in paragraph 7 (*Implementation Review Meetings*) of Schedule 13 (*Implementation*) | As set out in paragraph 7 (*Implementation Review Meetings*) of Schedule 13 (*Implementation*) | IB |
| Senior Commercial Meeting | • Checkpoint for escalation of commercial disputes<br>• May escalate issues to the SDB<br>• Considers and resolves commercial and financial issues between the Supplier and the Authority and the other EM Supplier(s);<br>• Discusses costs and commercial opportunities associated with service delivery and explores ways of reducing those costs and acting on those commercial opportunities; | For both, senior commercial manager | Monthly | Effective Date | SDB |
| | • Develops operational/supplier | | | | |

| Name of Meeting | Brief Description | Parties and attendees | Frequency | Planned Start Date | Linked Board/meeting (for reporting / escalation purposes) |
|---|---|---|---|---|---|
| | relationship and develops and proposes the relationship development strategy and ensures the implementation of the same | | | | |
| Contract Manager Meeting | • Discussion of any performance or delivery issues between the Authority and the Supplier, including review of any open issues and review of root cause analysis reports<br>• May refer issues to the Senior Commercial Meeting | **For the Authority:**<br>Authority IT Service Manager<br>**For the Supplier:**<br>Supplier IT Service Manager | Weekly | Effective Date | Senior Commercial Meeting |
| Change Advisory Board | • Consideration and approval of IT Changes<br>• Resolution of IT incidents requiring Change and new IT services/upgrades as required | **For the Authority:**<br>Change Process Owner (Chair)<br>Authority IT Service Manager<br>Technical Architect<br>Security Architect | Weekly (Tues PM or as otherwise agreed).<br>The Parties may call additional ad hoc meetings as required on an emergency basis. | From the date of first Change, as notified by one Party to the other. | CDB |
| | • Meeting to discuss the prioritisation of changes to be undertaken as part of | **For the Supplier:**<br>Supplier IT Service Manager | | | |

| Name of Meeting | Brief Description | Parties and attendees | Frequency | Planned Start Date | Linked Board/meeting (for reporting / escalation purposes) |
|---|---|---|---|---|---|
| | the Application Development and Operation Capability. | Service Desk Operations Manager<br>Change Implementor<br>Technical Architect<br>Security Architect<br>**For the other EM Suppliers:**<br>EM Supplier IT Service Manager<br>Service Desk Operations Manager<br>Change Implementor<br>Technical Architect<br>Security Architect<br>**Other potential attendees (as required):**<br>Approvals may be required from the Head of Contract Management or Senior Contract Manager. Approvals will be requested via the Authority ITSM. | | | |
| Major Incident (Management Bridge) | • Where a Major Incident occurs, engage and provide stakeholders with the latest position on the Incident | **For the Authority:**<br>Authority IT Service Manager (Chair)<br>**For the Supplier:** | Ad hoc as required due to a Major Incident occurring | | CDB |

| Name of Meeting | Brief Description | Parties and attendees | Frequency | Planned Start Date | Linked Board/meeting (for reporting / escalation purposes) |
|---|---|---|---|---|---|
| | • Discuss impacted Services and plan for resolution of the Incident. | Supplier IT Service Manager<br>Service Desk Operations Manager (or delegate)<br>**For other EM Suppliers affected or required to resolve the Incident (if any):**<br>EM Supplier IT Service Manager<br>Service Desk Operations Manager (or delegate)<br>Other attendees as may be required to provide updates into the bridge meeting. | | | |