



Home Office

AUTHORITY: The Secretary of State for the Home Department

## **Schedule 8.1 – Governance and Contract Management**

Secure English Language Testing Services

Trinity College London

## DOCUMENT LIST

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## 1. INTRODUCTION

- 1.1 This Schedule describes the procedures that will be used to manage the relationship between the Authority and the Concessionaire.

## 2. PARTIES' REPRESENTATIVES AND SCOPE OF THE AUTHORITY

- 2.1 The Concessionaire shall be managed at the day to day level by the Parties' respective Concession Managers, whose details are set out in Annex 8.1-1 to this Schedule, in accordance with, during the Mobilisation Period, the Mobilisation Plan and the terms of this Concession Agreement.

## 3. ESTABLISHMENT OF THE CONCESSION BOARD

- 3.1 A Concession Board shall be established by the Authority, on which all Concessionaires and the Authority shall be represented.

## 4. BOARD STRUCTURE AND REPRESENTATION

- 4.1 All SELT Providers will be expected to attend the Concession Board
- 4.2 Annex 8.1-1 to this Schedule describes in relation to the Concession Board:
- 4.2.1 the Authority members of that Board;
  - 4.2.2 the Concessionaire members of that Board;
  - 4.2.3 the frequency that the Board shall meet (unless otherwise agreed by the Parties);
  - 4.2.4 the location of the Board's meetings; and
  - 4.2.5 the planned start date by which the Board shall be established.
- 4.3 In the event that the Concessionaire wishes to replace any Board Member position, 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 Concessionaire Board Member of equivalent seniority and expertise.
- 4.4 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:
- 4.4.1 a delegate attends the relevant Board meeting in his/her place who

(wherever possible) is properly briefed and prepared; and

4.4.2 that he/she is debriefed by such delegate after the Board meeting.

4.5 A chair shall be appointed by the Authority for the Concession Board as identified in Annex 8.1-1 in this Schedule. The chair shall be responsible for:

4.5.1 scheduling Board meetings;

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

4.5.3 chairing the Board meetings;

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

4.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants, usually within seven (7) Working Days after the Board meeting; and

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

4.6 The Parties shall ensure, as far as reasonably practicable, that each Board shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each Party shall use reasonable endeavours 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.

## 5. ROLE OF CONCESSION BOARD

5.1 The Concession Board shall:

5.1.1 discuss significant issues which have affected or will affect delivery of the service for all Concessionaires, discuss the commissioning and initiation of new SELT Services;

5.1.2 develop and propose the relationship development strategy and ensure the implementation of the same; and

5.1.3 contribute to and own the shared risk register and agree and be responsible for actions to mitigate or manage risks.

5.2 The Parties shall observe the following relationship principles as part of the Concession Board:

5.2.1 the Parties shall operate under shared objectives, values and behaviours which shall be agreed between the Parties from time to time;

5.2.2 mutual trust based on openness and honesty to enable issues to be

resolved; and

5.2.3 recognition that the SELT Providers will be expected to share relevant information to the provision of SELT services generally.

5.3 The Concessionaire's attendance at all meetings shall be at the Concessionaire's own expense.

## 6. CONTRACT MANAGEMENT MEETINGS

6.1 The Concessionaire's Representative shall attend meetings as directed by the Authority including but not limited to:

6.1.1 A Monthly performance meeting where the purpose is to monitor and evaluate Test security, integrity and performance and to problem solve and/or escalate risks, issues and concerns;

6.1.2 An annual performance meeting;

6.1.3 Ad-hoc meetings, including those arranged by the Concessionaire; and

6.1.4 Any other meetings as indicated in the Concession Agreement.

6.2 All meetings shall be chaired and recorded by the Authority's Representative.

6.3 All meetings, unless otherwise agreed between the Parties, shall be held at the Concessionaire's Premises.

6.4 The Concessionaire shall ensure that the Concessionaire's Representative attends each meeting, except where it has been agreed with the Authority that a deputy may attend on their behalf (such consent not to be unreasonably withheld).

6.5 The Concessionaire's attendance at all meetings shall be at the Concessionaire's own expense.

## 7. ROLE OF MONTHLY PERFORMANCE MEETING

7.1 The Monthly performance meeting shall review the preceding month's performance by:

7.1.1 discussing the content of the Concessionaire's Performance reports;

7.1.2 identifying opportunities for achieving service improvements;

7.1.3 ensuring that any risks to test security, integrity and performance are understood and being managed;

7.1.4 discussing any issues likely to affect the performance of the Concession Agreement;

7.1.5 considering and resolving any Disputes (including Disputes as to the cause

of a Delay or Service Failure) in the first instance and if necessary escalate the Dispute in accordance with Schedule 8.3 (Dispute Resolution Procedure); and

- 7.1.6 discussing issues relating to delivery of the existing SELT Service and performance against Service Levels and the Authority Requirements.

This list is not exhaustive and should be used as a minimum.

- 7.2 Each Party shall pro-actively manage the risks attributed to it under the terms of this Concession Agreement.

- 7.3 The Concessionaire will develop, operate, maintain and amend, as agreed with the Authority, processes for:

- 7.3.1 the identification and management of risks. The Concession Risk Register will be completed by the Concessionaire and submitted for review by both Parties at the Monthly performance meeting;

- 7.3.2 the identification and management of issues.

## 8. ROLE OF THE ANNUAL PERFORMANCE MEETING

- 8.1 The annual performance meeting shall review all aspect of the Concessionaire's annual performance by:

- 8.1.1 discussing the content of the Independent Audit in conjunction with the Concessionaire's Annual Performance Report; being accountable for the comprehensive oversight of the Concession;

- 8.1.2 managing the operational relationship between the parties;

- 8.1.3 identifying opportunities to develop service improvements through-out service delivery;

- 8.1.4 discussing the overall risk associated with service delivery;

- 8.1.5 discussing any issues likely to affect the wider performance of the Concession Agreement.

This list is not exhaustive and should be used as a minimum.

## ANNEX 8.1-1: CONCESSION MANAGERS AND BOARDS

### 1. Concession Managers

|                                    |            |
|------------------------------------|------------|
| Authority Concession Manager:      |            |
| Concessionaire Concession Manager: | <Redacted> |

### 2. Concession Board Representation and Structure

|                                          |            |
|------------------------------------------|------------|
| Authority Concession Board Members:      |            |
| Concessionaire Concession Board Members: | <Redacted> |
| Start Date for Board Meetings:           | <Redacted> |
| Frequency of Board Meetings:             | Bi-Monthly |
| Location of Board Meetings:              | <Redacted> |