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**DEFENCE AS A PLATFORM  
TSP FINAL SCHEDULE 7  
GOVERNANCE AND REPORTING**

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## **SCHEDULE 7**

### **GOVERNANCE AND REPORTING**

Capitalised terms used but not defined in this Schedule are defined in Clause 1.1 (*Definitions and Interpretation*).

#### **1 INTRODUCTION**

- 1.1 This Schedule sets out the bodies (each a "**Governance Board**") and procedures by means of which the Parties will:
  - 1.1.1 exercise governance of this Agreement and over work conducted under this Agreement; and
  - 1.1.2 in the case of the Contractor, provide leadership, direction and accountability in respect of the performance of work conducted under this Agreement.
- 1.2 In particular, this Schedule sets out:
  - 1.2.1 the general principles and aims of the governance arrangements;
  - 1.2.2 the framework to support the effective interaction between the Parties; and
  - 1.2.3 the arrangements for reporting and monitoring the performance of work conducted under this Agreement.

#### **2 GENERAL PRINCIPLES AND AIMS**

- 2.1 The Contractor shall participate fully in the governance structures described in this Schedule and any sub-committees and working groups established by the Authority with a view to:
  - 2.1.1 ensuring the effective and efficient delivery of the Services;
  - 2.1.2 supporting the effective and efficient implementation of the DaaP Programme;
  - 2.1.3 working in a cooperative and collaborative manner to deliver the best possible outcomes for the Authority;
  - 2.1.4 promoting the delivery of best value for money to the Authority throughout the Term, including through the leveraging of the provisions set out in this Agreement;
  - 2.1.5 promoting key stakeholder representation and involvement; and
  - 2.1.6 facilitating effective decision making.

#### **3 GOVERNANCE ARRANGEMENTS**

- 3.1 The Contractor shall manage the performance of work conducted under this Agreement using structured and formal methods for programme, project and risk management in line with Good Industry Practice.

3.2 The Contractor shall develop and implement a reporting cycle for the delivery of all Services, Deliverables, Management Information and progress reports. This reporting cycle shall be as specified by the Authority from time to time.

**4 RELATIONSHIP MANAGEMENT**

4.1 The Contractor shall ensure, as far and as soon as reasonably practicable, that it shall work collaboratively with the Authority and other MSPs to resolve the issues and achieve the objectives placed before it.

4.2 The Contractor and the Authority shall each appoint a service manager (each a "**Service Manager**").

4.3 The Services shall be managed on a day-to-day level through the Contractor's Service Manager and the Authority's Service Manager.

4.4 The Contractor shall make such resources available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

**5 GOVERNANCE BOARDS AND MEETINGS**

5.1 The Parties shall exercise governance of this Agreement through the following governance structure:

5.1.1 **Multi-Supplier Boards**

"**Multi-Supplier Boards**" are comprised on an ISS-wide basis and may involve the participation of a number of Authority Service Providers.

5.1.2 **Contract Boards**

"**Contract Boards**" are established on a bilateral basis between the Authority and its suppliers. For the purposes of this Agreement, references to a Contract Board shall mean those Contract Boards established pursuant to, and for the governance of, this Agreement.

5.2 The table below sets out the Governance Boards relevant to this Agreement and the provision of the Services as at the date of this Agreement:

Category	Name	Description	Contractor membership	Meeting frequency
Multi-Supplier Boards	Security Working Group	The Security Working Group is responsible for all aspects of security within a project or system throughout its life-cycle.	The Contractor's designated information assurance lead(s) shall be members of the Security Working Group.	At least quarterly.
	Supply Chain Operations Board	This Governance Board has a wide-ranging remit over the service delivery supply chain, including areas such as design, transition, integration and	The Contractor shall provide such Contractor Personnel as required by the Authority, such personnel, at a minimum, to be the counterparts to the equivalent status	Every six (6) months.

Category	Name	Description	Contractor membership	Meeting frequency
		performance across the Enterprise IT.	of the Authority Board Members.	
Contract Boards	Work Plan Implementation Board	This Governance Board is the primary forum for discussing issues relating to the Work Plan.	The Contractor shall appoint a suitable representative to act as a Board Member of this Governance Board. From time to time the Contractor may be required to provide other attendees on an ad hoc basis.	Monthly.
	Service Review Board	This Governance Board reviews the Contractor's performance and provision of the Services.	The Contractor shall appoint a suitable representative to act as a Board Member of this Governance Board. From time to time the Contractor may be required to provide other attendees on an ad hoc basis.	Monthly.

- 5.3 Each Governance Board shall be constituted by, and carry out its activities in accordance with, terms of reference, which shall be prepared, maintained and updated from time to time by the Authority.
- 5.4 The Contractor shall ensure that it complies with the requirements of each Governance Board's terms of reference as they relate to:
- 5.4.1 any Contractor Personnel who may be required as standing members of a Governance Board or as ad hoc attendees;
  - 5.4.2 the provision of reports, MI and other information as inputs to a meeting or process associated with a Governance Board; and
  - 5.4.3 any other matters connected to the procedures and operations of the Governance Board.
- 5.5 In addition to the Contractor's participation in the Governance Boards described in this Schedule, the Authority shall, at its sole discretion, be entitled to require the Contractor (at no additional cost) to provide appropriately qualified Contractor representatives who are familiar with the provision of the Services to provide presentations to, and participate at, other governance boards of the Authority and relevant cross-Government governance boards at such times as the Authority may reasonably require and to address any follow-up actions placed on the Contractor at any such meetings (including providing feedback to the Authority on any such proposed actions). The Contractor shall comply with any such requirement upon being given no less than ten (10) Working Days' prior notice to do so.
- 5.6 The Authority may set up one or more working groups that report to a Governance Board. Each of such working groups shall have defined remits and shall meet and report back to the relevant Governance Board at the frequencies defined by the Authority. The Authority shall, at its sole discretion, be entitled to require the Contractor (at no additional cost) to provide appropriately qualified Contractor representatives who are familiar with the provision of the Services to provide presentations to, and participate at, these working groups at such times as the Authority may reasonably require and to address any follow-up actions placed on the Contractor at any such meetings (including providing feedback to the Authority on any such proposed actions). The Contractor shall comply with any such requirements upon being given no less than ten (10) Working Days' prior notice to do so.

## 6 FURTHER PROVISIONS RELATING TO GOVERNANCE BOARDS

### Board Members

- 6.1 Each Party shall provide board members for each Governance Board in accordance with the Governance Board's terms of reference and Paragraph 5.2 (*Governance Boards and Meetings*) above ("**Board Members**").
- 6.2 The Authority shall appoint a chairperson for each Governance Board (each a "**Chairperson**").
- 6.3 Each Party shall ensure that:
- 6.3.1 each of its Board Members attend Governance Board meetings at which that Board Member's attendance is required; or
  - 6.3.2 if any Board Member is not able to attend a Governance Board meeting, that Board Member shall use all reasonable endeavours to ensure that:
    - a. a delegate of appropriate seniority, and with sufficient authority to enable the relevant Governance Board to function in the same manner as if the Board Member had been able to attend the relevant Governance Board meeting, attends the relevant Governance Board meeting in that Board Member's place and such delegate is properly briefed and prepared; and
    - b. such delegate debriefs such Board Member after the relevant Governance Board meeting.
- 6.4 The Contractor shall use its best endeavours to ensure that its Board Members attend all Governance Board meetings at which such Board Members' attendance is required, so that a suitably empowered delegate for each such Board Member is only appointed in exceptional circumstances.
- 6.5 The Contractor shall ensure that each of the Contractor Personnel who is a Board Member is empowered to make relevant day-to-day decisions and have access to empowered individuals for other decisions to be made to achieve this.

- 6.6 Without prejudice to Clause 12 (*Contractor Personnel*), the Contractor may only replace a Board Member on a Governance Board with Contractor Personnel of equivalent seniority and expertise to the Board Member that they are replacing and notifying the Authority in writing of the proposed change. Notwithstanding the foregoing, the Contractor shall ensure that, in respect of the Contract Boards and the Coherence Board, there will be at all times, for each Authority's Board Member, a counterpart Contractor's Board Member of equivalent seniority and expertise.

### **Meetings**

- 6.7 Unless otherwise specified by the Authority, the meetings of each Governance Board shall take place at the Authority's premises in Corsham. In specifying any other location for such meetings, the Authority may liaise with the Contractor to determine a suitable location for such meetings.
- 6.8 The Contractor shall be responsible for:
- 6.8.1 reviewing any Governance Board meeting agenda that has been prepared by the Authority, and providing comments on any such agenda, if requested by the Authority;
  - 6.8.2 at least five (5) Working Days prior to each Governance Board meeting, notifying the Authority of the Contractor's individual attendees for the relevant Governance Board meeting;
  - 6.8.3 reviewing the progress of any follow-up tasks and activities agreed to be carried out by the Contractor following the Governance Board meetings; and
  - 6.8.4 distributing any materials or inputs generated by the Contractor relevant to the Governance Board meetings, and any other materials that the Authority notifies the Contractor that it requires the Contractor to distribute, to the Governance Board attendees (including materials identified in this Schedule).
- 6.9 The Governance Boards shall meet at the frequencies set out in this Schedule.
- 6.10 At the Authority's discretion (acting reasonably), the Governance Boards shall meet either in person, via telephone conference or via video-conference.
- 6.11 Nothing shall prevent the Authority from electing (at its sole discretion and upon written notice to the Contractor) to reschedule, cancel or not hold at all any Governance Board meeting (including any rescheduling, cancellation or decision not to hold such a meeting as a result of the meeting failing to reach quorum).
- 6.12 Contract Board meetings shall be quorate as long as at least two (2) representatives from each Party are present.
- 6.13 Nothing shall prevent the Parties from merging any or all of the Governance Boards, if appropriate and if agreed by both Parties in writing.
- 6.14 Notwithstanding the foregoing, the Authority may, in its sole discretion and for any reason, require that the Contractor does not attend all, or part of, any or all meetings of any Governance Board.

## **7 REPORTING**

- 7.1 The Contractor shall provide an efficient and managerially effective reporting process which enables rapid decisions to be made on any issues arising in each of the Work Packages. The Contractor shall be responsible for production and delivery of reports (which shall form part of the Management Information) to support the schedule of performance reporting and management requirements agreed with the Authority prior to the start of the first reporting cycle which will include the following as a minimum:
- 7.1.1 provision of monthly Management Information, or as reasonably requested and agreed between the Contractor and the Authority Work Package leads, to allow effective monitoring and control of activity and spend against financial forecasts and contract milestones;
  - 7.1.2 a jointly developed report focussing on issues that need resolution at the Senior Management level; and
  - 7.1.3 collection, calculation and reporting of an agreed balanced scorecard of measures to support governance arrangements defined within this Schedule. The balanced scorecard will be built upon a number of agreed performance targets including, but not limited to, the following areas:
    - a. the progress of individual Work Packages delivered to time, cost and quality parameters;

- b. the extent to which Change Control Notes have been executed e.g. progress, implementation timetable, risks and value;
  - c. the extent to which the Parties exhibit behaviours embodied within the Collaboration Agreement; and
  - d. the extent to which knowledge and skills have been transferred to selected Authority personnel, third party and/or Replacement Contractor.
- 7.2 The Authority shall have the right to access and review all underlying data upon which the reports are based.
- 7.3 Unless otherwise stated, Management Information shall be treated as the Authority's confidential information.
- 7.4 The Contractor shall not disclose any Management Information or its underlying data to any third party without the Authority's prior written consent.
- 7.5 For each item of Management Information, the Contractor shall ensure that the relevant information is:
  - 7.5.1 of sufficient accuracy, detail, currency, consistency and completeness, in accordance with its definition and template (if one or either have been previously developed and agreed), and shall make explicit reference in each item of Management Information to any data that is missing, deficient, anomalous or manually amended, giving reasonable justification as to why that is the case;
  - 7.5.2 seek to improve the quality of the Management Information by identifying potential improvements to the Authority; and
  - 7.5.3 if the Authority identifies, or has reason to believe, that any Management Information contains any information which is incorrect, is inconsistent with other Management Information, is incomplete, or does not comply with its definition or template, the Authority may (at its sole discretion and without prejudice to its other rights and remedies) require the Contractor to promptly:
    - a. address the inadequacies and re-submit the Management Information, which shall be done at no additional cost to the Authority; or
    - b. include an erratum note which addresses the inadequacies of the Management Information of the same series, at no additional cost to the Authority.
- 7.6 Where requested by the Authority from time-to-time, the Contractor shall prepare and deliver without additional charge, a maximum of two (2) 'ad hoc' Management Information reports per month, the content of which shall be defined by the Authority and approved by the Contractor (such approval not to be unreasonably withheld or delayed). 'Ad hoc' Management Information reports will typically be one-off documents unless both Parties agree that there is a benefit in making these ongoing or periodic reports.
- 7.7 Where the Contractor can demonstrate that it would incur a significant cost in the production and delivery of such an 'ad hoc' Management Information report, the costs of providing such report shall be agreed in advance pursuant to the Change Control Procedure.
- 7.8 Without prejudice to the generality of the foregoing:
  - 7.8.1 during any Work Package Term, unless otherwise stated in the Work Package, the Contractor shall report, on a monthly basis, to the Authority (including, at the Authority's option by attending meetings with the Authority) on its progress in completing the Services. This will include:
    - a. completion of, or failure to complete, any milestones;
    - b. an overview of the work completed to date and the work currently being performed;
    - c. estimated time to complete the milestones; and
    - d. details of any significant risks or challenges faced by the Contractor, together with details of the measures taken to mitigate or remedy those risks or challenges,
  - 7.8.2 the Contractor shall provide to the Authority, monthly, information about the current status of the Services, performance against the Work Plan and the Management Information for the previous month. The Contractor shall ensure that the content of the Management Information provided is adequate for the purpose for which the relevant Management Information is required, up-to-date and accurate. The Contractor shall also

provide the Authority with any additional information reasonably requested by the Authority in order to assess the performance or progress of the Services from time to time; and

- 7.8.3 the Contractor shall include the most recent version of the Work Plan in the Management Information provided to the Authority.

## **8 EXTERNAL COMMUNICATIONS**

- 8.1 The Contractor shall ensure that all public relations or publicity matters are progressed through the approved Authority communication channels as set out at Clause 33.3 (*Brand and Reputation*).