Schedule 8.1 - Governance

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

FPR Group	has the meaning given to it in Paragraph 1.1 of Part D of this Schedule;
OPR Group	has the meaning given to it in Paragraph 1.1 of Part C of this Schedule;
Project Board	has the meaning given to it in Paragraph 1.1 of Part A of this Schedule; and
SIR Group	has the meaning given to it in Paragraph 1.1 of Part B of this Schedule.

Part A - Project Board

1 Project Board Members

1.1 The Authority and the Supplier shall establish and maintain throughout the Term a project board (the **Project Board**), consisting of at least:

1.1.1 three (3) members from the Authority, one of which will be the chairperson of the Project Board (the **Project Board Chairperson**); and

1.1.2 three (3) members from the Supplier.

2 Function

2.1 The functions of the Project Board shall be:

2.1.1 to provide a means for the joint review of all aspects of the overall performance of this Agreement and the strategy for the overall delivery of the Services;

2.1.2 to be the point of escalation from the SIR Group, OPR Group and FPR Group;

2.1.3 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Agreement including ensuring dissemination of information and consideration of the views of all the stakeholders connected with this Agreement;

2.1.4 to 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;

2.1.5 receive and review reports from the OPR Group 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;

2.1.6 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Additional Operational Services; and

2.1.7 consideration of issues relating to:

(a) the Implementation Plan and any Additional Operational Services Implementation Plans;

(b) the Reserved Matters;

(c) the Authority Estate portfolio strategy;

(d) health and safety performance;

(e) risks arising in relation to the performance of the Services and risk management;

(f) financial performance of the Supplier (including, without limitation, in relation to Savings);

(g) incidents (including, without limitation, security issues (both physical and relating to IT and those escalated from the SIR Group));

(h) escalation of issues (including unresolved issues requiring escalation to the Authority);

(i) the technology used in the Supplier's Detailed Solutions and ensuring that technological choices are made to maximise long term value for the Authority;

(j) the outcome of the Supplier's performance contract review meetings with the Supply Chain Integrator;

(k) customer feedback;

(l) Disputes escalated to it by the SIR Group, OPR Group or FPR Group;

(m) any other issues that may be determined from time to time by the Parties; and

(n) Satisfaction Improvement Reports.

3 Role

3.1 The role of the Project Board as regards this Agreement is to make recommendations to the Authority and to the Supplier, which the Authority and the Supplier may accept or reject at their complete discretion.

3.2 Neither the Project Board itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the Project Board, or any members of the Project Board acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the Project Board shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

The Authority and the Supplier may appoint their representatives on the Project Board and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Project Board may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's

statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to Paragraph 5.1.2, Project Board meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier ten (10) Working Days in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under “Any other business”) will notify all other parties (with supporting papers) no later than three (3) Working Days in advance.

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

The Project Board shall meet at least once every Month from the Effective Date until such time as the Project Board shall agree otherwise. In the event that the Parties agree that the Project Board shall meet less frequently than monthly, the Project Board shall meet not later than once each quarter.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the Project Board shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the Project Board within thirty (30) minutes of that meeting’s start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the Project Board

Recommendations and other decisions of the Project Board must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Project Board shall be recorded by the Supplier and copies circulated promptly to the Authority, normally within ten (10) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Voting

Each member of the Project Board shall have one (1) vote. In the event of deadlock on any issue before the Project Board, the Project Board Chairperson shall have the casting vote.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the Project Board and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone Meetings etc.

Where the representatives of the Project Board consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Project Board is able to so participate.

5.9 Temporary Members

The members of the Project Board may from time to time invite to any meeting of the Project Board such other persons including Sub-contractors and/or Authority Supply Chain Members (**Temporary Project Board Members**) as members of the Project Board may agree (in accordance with Paragraph 5.4 (Recommendations)). For the avoidance of doubt, Temporary Project Board Members shall have no voting rights.

Part B – Serious Incident Review Group

1 Serious Incident Review Group Members

1.1 The Authority and the Supplier shall establish and maintain throughout the Term a serious incident review group (the **SIR Group**), consisting of at least:

1.1.1 three (3) members from the Authority, one of which will be the chairperson of the SIR Group (the **SIR Chairperson**); and

1.1.2 three (3) members from the Supplier.

2 Function

2.1 The functions of the SIR Group shall be:

2.1.1 to review the cause and impact of Serious Incidents;

2.1.2 to provide oversight, analysis and challenge of the handling of Serious Incidents and review processes and procedures for dealing with Serious Incidents, recommending changes where necessary;

2.1.3 to provide strategic direction to ensure the Authority appropriately balances the need to protect its customers and staff against the need to deliver the Authority's objectives;

2.1.4 to evaluate the health and safety impact of new business processes, policies and changes which are likely to cause or contribute to Unacceptable Customer Behaviour; and

2.1.5 to encourage improvement in the capability and professionalism of all Authority staff and Supplier Personnel involved in the Serious Incident management and reporting process.

3 Role

3.1 The role of the SIR Group as regards this Agreement is to monitor and review all Serious Incidents where it is felt that lessons can be learned and make recommendations to the Authority and the Supplier in relation to the procedures in place to prevent and deal with Serious Incidents.

3.2 Neither the SIR Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the SIR Group, or any members of the SIR Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the SIR Group shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

The Authority and the Supplier may appoint their representatives on the SIR Group and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the SIR Group may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and

powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to Paragraph 5.1.2, SIR Group meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under “Any other business”) will notify all other parties (with supporting papers) in advance of the meeting.

5.1.2 Following the occurrence of a Serious Incident, if deemed necessary by the SIR Group chairperson, a SIR Group meeting shall take place as soon as possible following the occurrence of the relevant Serious Incident.

5.2 Frequency

5.2.1 The SIR Group shall meet:

(a) at least once every Month from the Effective Date until such time as the SIR Group shall agree otherwise; and

(b) as soon as possible following any Serious Incident and shall meet as many times as required by the Authority in order to resolve and/or meet to discuss the Serious Incident.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the SIR Group shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the SIR Group within thirty (30) minutes of that meeting’s start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the SIR Group

Recommendations and other decisions of the SIR Group must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the SIR Group shall be recorded by the Supplier and copies circulated promptly to the Authority, with a copy submitted to the Project Board. A full set of minutes shall be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Decisions

The decision of the Authority in relation to any Serious Incident shall be final and there shall be no votes in relation to any decisions to be made at meetings of the SIR Group.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the SIR Group and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf. The Supplier shall also ensure that relevant Supplier Personnel (which shall include all Supplier Personnel involved in a Serious Incident) are available to attend SIR Group meetings as reasonably requested by the Authority from time to time.

5.8 Telephone Meetings etc.

Where the representatives of the SIR Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the SIR Group is able to so participate.

5.9 Temporary Members

The members of the SIR Group may from time to time invite to any meeting of the SIR Group such other persons including Sub-contractors and/or Authority Supply Chain Members (**Temporary SIR Members**) as members of the SIR Group may agree (in accordance with Paragraph 5.4 (Recommendations)). For the avoidance of doubt, Temporary SIR Members shall have no voting rights.

Part C – Operational Performance Review Group

1 Operational Performance Review Group Members

1.1 The Authority and the Supplier shall establish and maintain throughout the Term an operational performance review group (the **OPR Group**), consisting of at least:

1.1.1 three (3) members from the Authority, one of which will be the chairperson of the OPR Group (the **OPR Chairperson**); and

1.1.2 three (3) members from the Supplier.

2 Function

2.1 The functions of the OPR Group shall be:

2.1.1 to provide a means for the joint review of all aspects of the performance of the Services;

2.1.2 to monitor developments in new technology and reporting on their potential benefit to the Services;

2.1.3 to provide advice, guidance and information on technical issues; and

2.1.4 consideration of issues relating to:

(a) the Implementation Plan any Additional Operational Services Implementation Plans and the Transformation Plan;

(b) health and safety performance;

(c) Risks and risk management;

(d) the programme of delivery of the Services;

(e) the quality management of delivery of the Services;

(f) innovation;

(g) performance of the Supplier measured against the Target Performance Levels;

(h) operational performance issues and challenges;

(i) Change Requests;

(j) the technology used in the Supplier's solution and ensuring that technological choices are made to maximise long term value for the Authority;

(k) End User feedback; and

(l) any other issues that may be determined from time to time by the Parties.

3 Role

3.1 The role of the OPR Group as regards this Agreement is to:

3.1.1 be accountable to the Project Board for comprehensive oversight of the Services and

for the senior management of the operational relationship between the Parties;

3.1.2 report to the Project Board on significant issues requiring decision and resolution by the Project Board and on progress against the Implementation Plan and implementation of Transformation Services;

3.1.3 receive reports on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and implementation of Transformation Services;

3.1.4 review and report to the Project Board on service management, coordination of individual projects and any integration issues;

3.1.5 deal with the prioritisation of resources;

3.1.6 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 to the Project Board; and

3.1.7 adopt operational working practices to strengthen the Supplier's relationship with the Authority and the Supply Chain Integrator and develop and propose the relationship development strategy and ensure the implementation of the same.

3.2 Neither the OPR Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the OPR Group, or any members of the OPR Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the OPR Group shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

The Authority and the Supplier may appoint their representatives on the OPR Group and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the OPR Group may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to clause 5.1.2, OPR Group meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier at least two (2) Working Days in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under “Any other business”) will notify all other parties (with supporting papers) in advance of the meeting.

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

The OPR Group shall meet at least once every week from the Effective Date until such time as the OPR Group shall agree otherwise.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the OPR Group shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the OPR Group within thirty (30) minutes of that meeting's start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the OPR Group

Recommendations and other decisions of the OPR Group must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the OPR Group shall be recorded by the Supplier and copies circulated promptly to the Authority, normally within ten (10) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Voting

Each member of the OPR Group shall have one (1) vote. In the event of deadlock on any issue before the OPR Group, the OPR Chairperson shall have the casting vote.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the OPR Group and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone Meetings etc.

Where the representatives of the OPR Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the OPR Group is able to so participate.

5.9 Temporary Members

The members of the OPR Group may from time to time invite to any meeting of the OPR Group such other persons including Sub-contractors and/or Authority Supply Chain Members (**Temporary OPR Members**) as members of the OPR Group may agree (in accordance with Paragraph 5.4 (Recommendations)). For the avoidance of doubt, Temporary OPR Members shall have no voting rights.

Part D – Financial Performance Review Group

1 Financial Performance Review Group Members

1.1 The Authority and the Supplier shall establish and maintain throughout the Term a financial performance review group (the **FPR Group**), consisting of at least:

1.1.1 three (3) members from the Authority, one of which will be the chairperson of the FPR Group (the **FPR Chairperson**); and

1.1.2 three (3) members from the Supplier.

2 Function

2.1 The functions of the FPR Group shall be:

2.1.1 to provide a means for the joint review of all aspects of the financial performance of the Supplier under this Agreement;

2.1.2 to 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; and

2.1.3 consideration of issues relating to:

(a) financial performance of the Supplier;

(b) invoices raised by the Supplier;

(c) the calculation and application of Service Credits and other Deductions;

(d) Savings Proposals and Annual Savings Payments;

(e) any financial implications of any Change Requests;

(f) updates to the Financial Model; and

(g) any other issues that may be determined from time to time by the Parties.

3 Role

3.1 The role of the FPR Group as regards this Agreement is to make recommendations to the Authority and the Supplier in relation to financial matters arising in connection with this Agreement.

3.2 Neither the FPR Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the FPR Group, or any members of the FPR Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the FPR Group shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

The Authority and the Supplier may appoint their representatives on the FPR Group and remove those representatives and appoint replacements, by written notice delivered to the

other Party at any time. A representative on the FPR Group may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to clause 5.1.2, FPR Group meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier ten (10) Working Days in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under “Any other business”) will notify all other parties (with supporting papers) no later than three (3) Working Days in advance.

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

The FPR Group shall meet at least once every Month from the Effective Date until such time as the FPR Group shall agree otherwise. In the event that the Parties agree that the FPR Group shall meet less frequently than monthly, the FPR Group shall meet not later than once each quarter.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the FPR Group shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the FPR Group within thirty (30) minutes of that meeting’s start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the FPR Group

Recommendations and other decisions of the FPR Group must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the FPR Group shall be recorded by the Supplier and copies circulated promptly to the Authority, normally within ten (10) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Voting

Each member of the FPR Group shall have one (1) vote. In the event of deadlock on any issue before the FPR Group, the FPR Chairperson shall have the casting vote.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the FPR Group and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone Meetings etc.

Where the representatives of the FPR Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the FPR Group is able to so participate.

5.9 Temporary Members

The members of the FPR Group may from time to time invite to any meeting of the FPR Group such other persons including Sub-contractors and/or Authority Supply Chain Members (**Temporary FPR Members**) as members of the FPR Group may agree (in accordance with Paragraph 5.4 (Recommendations)). For the avoidance of doubt, Temporary FPR Members shall have no voting rights.