

OFFICIAL - COMMERCIAL

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION EQUIPMENT

Agreement

relating to the service and maintenance of fixed and mobile RN detection equipment

Schedule 11 (Collaboration)

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION EQUIPMENT

1 INTRODUCTION

- 1.1 The Supplier acknowledges that the delivery of the Services to be provided by the Supplier under this Agreement is part of the Authority's operations.
- 1.2 The Authority has appointed Related Suppliers to deliver other services and the Authority has accountability for the end to end delivery of all services.
- 1.3 The success of the Authority's operations and the Services may rely, in part, on collaboration between the Authority, the Supplier and the Related Suppliers.
- 1.4 The Authority has or will develop in-house capability and expertise to facilitate the multi-supplier service delivery environment and each of the Authority, the Supplier and the Related Suppliers shall work together with each other to achieve the delivery of the end to end Authority services.

2 DEFINITIONS

In this Schedule the following definitions shall apply:

“Collaboration” has the meaning given to it in paragraph **Error! Reference source not found.** of this Schedule 11 (Collaboration);

“Required Behaviours” has the meaning given to it in paragraph 5.1 of this Schedule 11 (Collaboration);

3 PURPOSE

- 3.1 This Schedule describes how the Supplier will provide Services to the Authority collaboratively for the benefit of the Authority and Related Suppliers and in the performance of their obligations to deliver services to the Authority, ensure that the services delivered to the Authority meet the agreed service levels and contracts.
- 3.2 This Schedule 11 (Collaboration) is governed by the terms of the Agreement and nothing in it shall create a binding legal relationship between the Supplier and the Related Suppliers
- 3.3 Any architectural, technical and service policies and standards that relate to the collaboration services shall be as set out in Schedule 2.3 (Standards) or as otherwise set out in this Agreement.

4 COLLABORATION APPROACH

- 4.1 The Supplier shall co-operate with the Related Suppliers and provide all reasonable information (including any Documentation), advice and assistance in connection with the provision of the Goods, Spares and/or Services to the Authority and/or Related Suppliers to enable the Authority and/or such Related Suppliers to create and maintain technical and organisational interfaces with the Goods, Spares and/or Services. (“Collaboration”)
- 4.2 The Supplier acknowledges that Collaboration is central to the success of the multi-supplier service delivery environment across a number of contracts delivering end-to-end services to the Authority.

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5 REQUIRED BEHAVIOURS

- 5.1 The Supplier acknowledges that Collaboration requires the following behaviours ("**Required Behaviours**"):
- 5.1.1 **Collaborative Intention:** the Supplier must act in good faith towards the Related Suppliers, adopt and maintain a genuine non-defensive and non-accusatory stance in its dealings with each of the Related Suppliers and commit to making its relationships with each of the Related Suppliers and the Authority mutually successful;
 - 5.1.2 **Openness:** the Supplier must be honest in their dealings with each of the Related Suppliers and the Authority, providing open and honest feedback. The Supplier must commit to creating a culture of openness that encourages all parties to raise and discuss concerns, solve problems and deal directly with any issues, including difficult issues;
 - 5.1.3 **Self-Accountability:** the Supplier must take responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those. The Supplier must prioritise achieving solutions to problems or issue over seeking to blame any Related Supplier or the Authority;
 - 5.1.4 **Self-Awareness and Awareness of the Authority and Related Suppliers:** the Supplier must commit to understanding their own organisation's obligations and issues within their own organisations as well as understanding the concerns, intentions and motivations of the Authority and Related Suppliers and the culture and context of the Authority and Related Suppliers;
 - 5.1.5 **Problem Solving and Negotiating:** the Supplier must use problem solving methods that promote a collaborative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring against the Authority and Related Suppliers;
 - 5.1.6 **Promote Value:** the Supplier must demonstrate a preparedness to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value across the Authority services as a whole and to the Authority; and
 - 5.1.7 **Forward Looking:** the Supplier must take a forward-looking approach that does not dwell on past issues, conflicts of delivery methods other than ensuring that past lessons are learnt so as to maximise the effective delivery of end-to-end services across Authority as a whole.
- 5.2 The Supplier shall work together with the Authority and Related Suppliers to facilitate the provision of services to the Authority to promote the delivery of value which is greater than the sum of the Authority services' parts.

6 COLLABORATION PRINCIPLES

The Parties acknowledge that the Collaboration approach is based on the following principles which apply to the Authority, the Supplier and to each of the Related Suppliers respectively, and in relation to which the Authority has included the same or similar collaboration terms within each Related Supplier's contract with it.

6.1 Authority Actions

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- 6.2 The Authority shall lead by example and set the standard for Collaboration in the multi-supplier service delivery environment. The Authority will provide:
- (a) clear and proactive leadership, direction and communication;
 - (b) a clear articulation of the end-to-end service level to enable the Supplier to understand its role in the provision of the end-to-end services;
 - (c) an inclusive and responsive governance approach (in accordance with the terms of this Agreement);
 - (d) so far as it is commercially practical, a mechanism to recognise and resolve collaborative differences between the Supplier and Related Suppliers;
 - (e) so far as it is commercially practical, clear identification of the Authority's roles, responsibilities and accountabilities as set out in each supplier's respective Schedule 3 (Authority Responsibilities) or other equivalent contractual clauses;
 - (f) a transparent decision-making process to facilitate timely solutions; and
 - (g) a focus on supplier relationship management.
- 6.3 The Authority shall encourage:
- (a) a listening culture that takes an appropriately balanced view of a situation;
 - (b) an environment in which the Supplier and Related Suppliers can raise issues about each party's service requirements or opinions about how to improve the delivery of Authority services end-to-end;
 - (c) effective demand management over appropriate planning horizons and a supplier relationship management approach aimed at delivering a no-surprises culture; and
 - (d) an environment in which, when things go wrong, the first priority is to encourage joint resolution of the issue.
- 6.4 **The Supplier and Related Suppliers Actions**
- 6.4.1 The Supplier shall ensure any individual representing its organisation:
- (a) engages in open and honest dialogue;
 - (b) exhibits pragmatism and flexibility;
 - (c) exhibits the Required Behaviours to meet Authority services' objectives;
 - (d) trusts and collaborates with Related Suppliers within the multi-supplier service delivery environment;
 - (e) accepts responsibility for its actions;
 - (f) behaves in a fair and reasonable manner;

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- (g) identifies anything that will or is likely to prejudice the delivery of the end-to-end Authority services as soon as it becomes apparent;
- (h) ensures consistency and material compliance by any Supplier Personnel with the Required Behaviours;
- (i) ensures that any Supplier Personnel provide prompt and constructive responses to operational and project issues; and
- (j) ensures continuity of any Supplier Personnel in accordance with Key Personnel obligations in their respective agreements with the Authority.

6.4.2 The Supplier shall:

- (a) appoint a Supplier's Representative who shall be accountable, and act as an escalation point, for issues related to Required Behaviours within its organisation including, if required, attending a Multi Party Dispute Resolution Board (as set out below) as required. The Supplier's Representative shall be included in Schedule 9.2 (Key Personnel) or equivalent;
- (b) upon request of the Authority, take part in collaboration maturity assessments based on ISO Standard ISO 44001 (Collaborative Business Relationship Management) (as amended or superseded or replaced by the relevant ISO Standard from time to time), such maturity assessments to usually be in the form of questionnaires to be completed each 6 months and / or which may require on occasion attendance at an interview or collaboration event;
- (c) participate in collaborative innovation events to be held no more frequently than every six (6) months;
- (d) resolve collaboration related problems that relate to or subsist in the Services; and
- (e) attend and participate in collaboration training events as appropriate.

6.5 **Collaborative working culture**

The Supplier acknowledges that the multi-supplier service delivery environment is predicated on the Authority, the Supplier and the Related Suppliers working together as a virtual team, with each delivering their element to the best of its ability whilst:

- (a) maintaining professionalism throughout;
- (b) adhering to a 'fix first' via appropriate change approvals, discuss later approach;
- (c) ensure that the best resources for a job are utilised and that any unnecessary duplication of effort is eradicated;
- (d) avoid hindering the provision of the end-to-end Authority services by the Related Suppliers and itself;
- (e) proactively contributing to incident and problem resolution;
- (f) sharing information on risks before they become issues; and

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- (g) providing a focused service.

7 COLLABORATION REPORTING

Within ten (10) Working Days after the end of each Month the Supplier shall provide a written report to the Authority which summarises any interactions with the Related Suppliers during the preceding period and its performance against the obligations in respect of collaboration as set out within this Schedule. If no interaction has taken place, the reporting shall be nil return confirmation.

8 ISSUE RESOLUTION AND ESCALATION

8.1 Where issues arise between the Supplier and any Related Supplier(s), the Supplier will be expected to in the first instance resolve differences directly with the Related Supplier(s) using the Required Behaviours. However, where this is not possible and the matter has to be escalated, a Multi Party Dispute Resolution Board will be established in accordance with the provisions of Paragraph 11 below.

8.2 8.1 Multi-Party Dispute Resolution Board may require:

- (a) attendance by individuals involved in the issues at collaboration training to correct misunderstandings and reduce the likelihood of a repeat occurrence; or
- (b) the replacement or removal of Supplier Personnel pursuant to the provisions of Clause 20 (Supplier Personnel and Key Personnel) where such person's actions, inactions or behaviours has or is likely to have instigated or prevented resolution of a dispute or issue.

9 NON-FINANCIAL REMEDIES

9.1 Aside from the escalation pursuant to Paragraphs 6.4.2 or 8, if, in the reasonable opinion of the Authority, the Supplier persistently fails to demonstrate the Required Behaviours, the following actions may be taken:

9.1.1 The Authority may require that such Supplier attend an exceptional Performance Review Meeting to be convened by serving not less than five (5) Working Days' notice.

9.1.2 At such meeting, the Supplier's Representative will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:

- (a) the actions proposed by the Supplier's Representative fail to address the breach of Required Behaviours; or
- (b) the Authority reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate; or
- (c) 30 calendar days, or such other number of days agreed between the Parties, after the exceptional Performance Review Meeting, the Supplier fails to implement the remedial actions discussed at the meeting,

the Authority may:

- (aa) request a formal Rectification Plan from the Supplier to resolve the issue; and/or

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- (bb) publish a collaboration report which, at the Authority's sole discretion, will be accessible and available across Government.

10 FINANCIAL REMEDIES

In the event that the rectification plan referred to in Paragraph 9.1.2 fails to remedy the breach of Required Behaviours within 30 calendar days of the parties agreeing the plan, the Supplier shall have committed a Material breach and the Authority may either request a further rectification plan or terminate the Agreement with the Supplier pursuant to Clause 38.1 (Authority Termination Rights).

11 MULTI-PARTY DISPUTE RESOLUTION (MPDR) BOARD

- 11.1 In the event that an issue arises between the Supplier and any Related Supplier(s) and such issue is not capable of being resolved informally between the parties, the Authority, the Supplier and the relevant Related Supplier(s) shall convene a meeting of the Multi-Party Dispute Resolution Board (a "**Multi-Party Dispute Resolution Board Meeting**" or "**MPDR Board Meeting**").
- 11.2 The Supplier shall submit any supporting information as required prior to the MPDR Board Meeting.
- 11.3 The Supplier's Representative shall be required to attend the MPDR Board Meeting.
- 11.4 The Authority will endeavour to provide a minimum of five (5) working days' notice to parties required to attend a MPDR Board Meeting.
- 11.5 The MPDR Board Meeting shall be chaired by the Authority and attended by Multi-Party Dispute Representatives.
- 11.6 The MPDR Board will determine the best course of action to resolve the issue(s) across the end-to-end Authority services and associated products as a whole.
- 11.7 In seeking to resolve or settle any issue referred to the MPDR Board pursuant to this Schedule 11 (Collaboration) (an "**MPDR Issue**"), the MPDR Board Representatives shall have regard to the principle that any MPDR Issue should be determined based on the contractual rights and obligations between the parties affected by the MPDR Issue, including the Authority, and their respective collaboration obligations. Any apportionment of the costs of the MDPDR Issue determined by the MPDR Board shall reflect the separate components and obligations of each party affected by the MPDR Issue.