



Ministry of  
**JUSTICE**

# Hosting

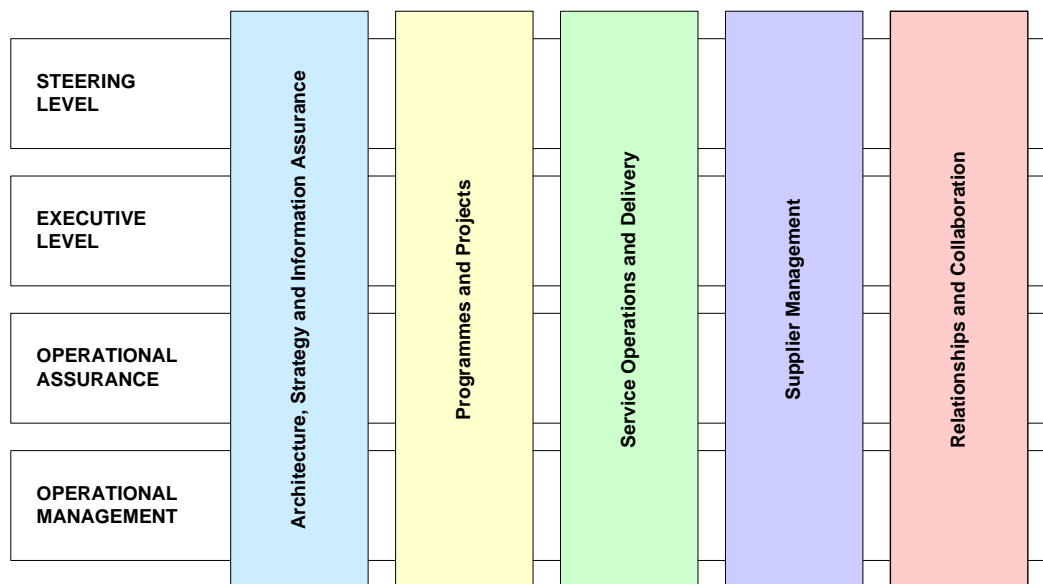
## Schedule 8.1 Governance

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## 1. INTRODUCTION

- 1.1 The high level governance framework set out in Figure 1 illustrates, at a high level, the governance levels and functions which will govern the Hosting Services.
- 1.2 Not used.



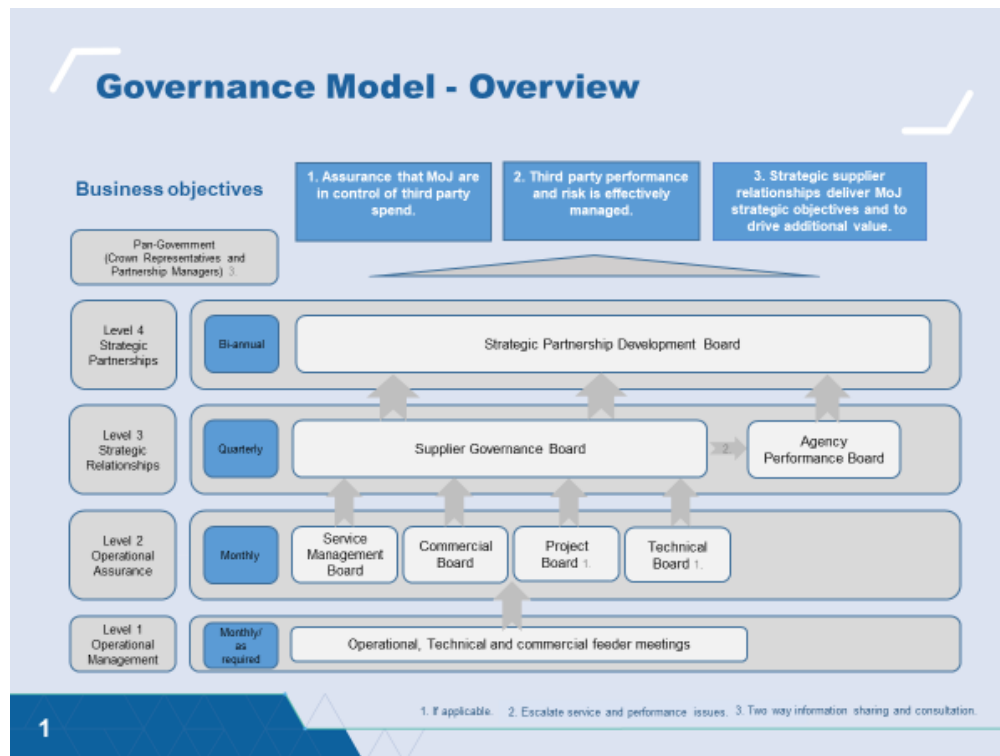
**Figure 1 High Level Governance Framework**

- 1.3 The Authority may develop the governance framework to refine and add more detail, based on the provisions in this schedule 8.1 (Governance) and the Hosting Supplier shall agree to the amended and refined governance framework under the Change Control Procedure. Provided that the resource requirements imposed on the Hosting Supplier by such changes to the governance framework do not increase materially, the Hosting Supplier shall not be entitled to recover any additional costs from the Authority in relation to it.
- 1.4 The parties shall comply with the governance provisions in this schedule 8.1 (Governance) and in particular the general principles and provisions at Appendix 1 of this schedule 8.1 (Governance).

## 2. GOVERNANCE STRUCTURE, BOARDS AND FORUMS

- 2.1 The proposed FITS Governance Framework, Boards and forums are illustrated in Figure 2 below plus there will be the following boards at the Operational Assurance Level:
- 2.1.1 routine finance meeting (fortnightly);
  - 2.1.2 payment schedule meeting (monthly);
  - 2.1.3 project review board (monthly);
  - 2.1.4 product and service board (monthly);

## 2.1.5 security governance (monthly).

**Figure 2 Governance Framework**

- 2.2 The governance framework defines the service management and assurance mechanisms, contract management, communication channels and working relationships between the Authority and the Hosting Supplier at four (4) engagement levels.
- 2.2.1 Level 1 – Operational Management;
  - 2.2.2 Level 2 – Operational Assurance;
  - 2.2.3 Level 3 – Strategic Relationships; and
  - 2.2.4 Level 4 – Strategic Partnerships.
- 2.3 Boards at all levels may be multi-party Boards involving other FITS Suppliers or bilateral boards, depending on the nature of the Board and as required by the Authority from time to time. If required by the Authority, the Hosting Supplier shall ensure that its Key Sub-Contractor attends the Monthly Risk Review Board and any other Boards stipulated by the Authority.
- 2.4 If the Hosting Supplier can attend a multi-lateral Board in its capacity as the AMS Supplier, the Hosting Supplier will not be expected to send additional representatives to the relevant Board solely on behalf of the Hosting Supplier.
- 2.5 The Hosting Supplier shall comply with the requirements for each level as set out at Appendix 4.

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- 2.6 The commercial board shown in Figure 2 above is the monthly Commercial Contract Management Board. The Commercial Contract Management Board shall be the Board responsible for the managing the operation and performance of this Agreement and shall:
- 2.6.1 manage the relationship between the Authority and Hosting Supplier (including where applicable, third parties and Key Sub-Contractors);
  - 2.6.2 seek to resolve commercial and financial issues between the Authority and the Hosting Supplier;
  - 2.6.3 consider and review agreed and upcoming commercial contract changes;
  - 2.6.4 discuss costs and commercial opportunities associated with service delivery; and
  - 2.6.5 review commercial and financial risks and the commercial and financial risk and issues register.
- 2.7 The attendees at the Commercial Contract Management Board shall include:
- 2.7.1 the Authority's:
    - 2.7.1.1 commercial contract lead (chair);
    - 2.7.1.2 service owner;
    - 2.7.1.3 finance manager;
    - 2.7.1.4 commercial contract manager;
    - 2.7.1.5 board support (secretariat);
  - 2.7.2 the Hosting Supplier's:
    - 2.7.2.1 account manager;
    - 2.7.2.2 service delivery executive;
    - 2.7.2.3 financial representative;
    - 2.7.2.4 commercial and contract lead; and
  - 2.7.3 any other appropriate attendees as agreed by the Authority and the Hosting Supplier from time to time.
3. **OPERATIONAL GOVERNANCE**
- 3.1 The scope and responsibilities of the Operational Management Boards and Operational Assurance Boards and forums are set out at Appendices 3 and 4 and shall include, but are not limited to:
- 3.1.1 service related;
  - 3.1.2 commercial related;
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- 3.1.3 project portfolio related; and
    - 3.1.4 technical related.
  - 3.2 Operational Management Boards or forums shall be chaired, managed and co-ordinated by the Authority.
  - 3.3 The Hosting Supplier shall provide any required information, documentation or reports to the Authority at least five (5) Working Days in advance of the relevant meeting for meetings less frequently than weekly and at least two (2) Working Days in advance of the meeting for weekly meetings.
  - 3.4 Operational Management Boards or forums shall meet, at a minimum, once a month or more frequently if so required by the Authority.
  - 3.5 The Hosting Supplier, Other Suppliers and Collaborating Suppliers shall supply appropriately senior, authorised, qualified and experienced personnel from their organisations to the regularly scheduled Operational Management Boards and Operational Assurance Boards or forums or more frequently if so required to do so by the Authority. These personnel shall be:
    - 3.5.1 consistent as a core member; or
    - 3.5.2 appropriate as an optional attendee.
  - 3.6 The agenda for Operational Management Board meetings or forums shall be distributed to all core members and optional attendees at least two (2) Working Days in advance of each meeting by the Authority.
  - 3.7 The Hosting Supplier shall provide any agenda items and supporting material to the Authority at least five (5) Working Days in advance of the relevant Operational Management Board or Operational Assurance Board.
  - 3.8 Agenda items or issues that cannot be concluded, resolved or exceed the decision making responsibilities of the Operational Management Board or forum, as defined in the relevant terms of reference, shall be escalated to the appropriate Operational Assurance Board(s) or forum(s).
  - 3.9 Minutes from the Board meetings or forums, including actions, decisions and items for escalation, shall be distributed by the SIAM Supplier to all meeting participants within two (2) Working Days after the Board meeting or forum.
  - 3.10 The expected Operational Management Boards and forums shall include, but not be limited to:
    - 3.10.1 Security Working Group or suitable replacement IA Governance forum;
    - 3.10.2 Architects Working Forum;
    - 3.10.3 Operational Project Board;
    - 3.10.4 Project Boards;
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- 3.10.5 Project and Resource Planning;
- 3.10.6 Forward Change and Release Schedule Reviews;
- 3.10.7 Operational Change Advisory Board (CAB) whose purpose would include, but not be limited to, reviewing and approving proposed changes that are:
- 3.10.7.1 Normal Requests for Change;
- 3.10.7.2 Standard Requests for Change;
- 3.10.7.3 Emergency Requests for Change; and
- 3.10.7.4 Operational Changes that have potential impact(s) on Live Environments or critical environments.
- 3.10.8 Cross Tower Service Operations;
- 3.10.9 Tower Specific Service Operations;
- 3.10.10 Supplier Management Operation; and
- 3.10.11 Exit Plan forum.
- 3.11 If at the Effective Date, the Boards listed at 3.10 do not exist, but do exist in the future, the Hosting Supplier shall attend such Boards as required by the Authority.
- 3.12 The Hosting Supplier shall comply with the requirements for the Operational Assurance Boards and Operational Management Boards as set out at Appendix 3.
4. **KEY SUB-CONTRACTORS**
- 4.1 To the extent that the Hosting Supplier requires the support and input of its Key Sub-contractor(s) at any of the Boards, the Hosting Supplier shall procure that its Key Sub-contractor(s) comply with the provisions at Appendix 1 (Boards) and attend such Boards as may be required.
- 4.2 The Authority acknowledges and agrees that in certain circumstances it will be appropriate and/or necessary for the Hosting Supplier Personnel, including personnel of any Key Sub-contractor(s), to attend the Boards, provided always that clause 25.16 shall apply and the Hosting Supplier shall remain responsible for all acts and omissions of its Key-Subcontractor(s) and the acts and omissions of those employed or engaged by the Key Sub-contractor(s) as if they were its own.
- 4.3 Any input or support provided by any Key Sub-contractor to any of the Boards in accordance with this paragraph 4 shall be included in the Service Charges and there shall be no additional cost to the Authority.
5. **COLLABORATION OBLIGATIONS AND CO-OPERATION PRINCIPLES**
- 5.1 The parties hereby acknowledge that they are required to comply with clause 14 (Collaboration Obligations) and clause 15 (Cooperation Principles) of the Master Services Agreement. Clauses 14 and 15 of the Master Services Agreement has been reproduced
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(unamended) at Appendix 2 (Collaboration Obligations and Co-operation Principles) to this schedule 8.1 (Governance) for ease of reference.

- 5.2 The Hosting Supplier shall procure that its Key Sub-contractor(s) shall comply with the provisions set out in Appendix 2 (Collaboration Obligations and Co-operation Principles) to this schedule 8.1 (Governance), at no additional cost to the Authority, and provided always that clause 25.16 shall apply and the Hosting Supplier shall remain responsible for all acts and omissions of its Key-Subcontractor(s) and the acts and omissions of those employed or engaged by the Key Sub-contractor(s) as if they were its own.



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**APPENDIX 1: BOARDS****Part A – GOVERNANCE FRAMEWORK****1.1. INTRODUCTION****1.1.1. General**

- (a) Not used.
- (b) The AUTHORITY will develop the FITS Governance Framework to refine and add more detail, based on the provisions in this Appendix 1 and the governance provisions in Tower Services Agreements, and the Suppliers shall agree to the amended and refined FITS Governance Framework under the Change Control Procedure and change control procedures under their Tower Services Agreement or Supply Agreement. Provided that the resource requirements imposed on a Supplier by such further developed FITS Governance Framework do not increase materially, the Supplier shall not be entitled to recover any additional costs from the AUTHORITY in relation to it.
- (c) The FITS Governance Framework will establish a single, centralised structure to deal with all issues that relate to the performance and commercial aspects of this Agreement, Tower Services Agreements, Supply Agreements or in flight programmes of work.
- (d) This Schedule defines the governance structures that the parties will establish to ensure that:
  - (i) appropriate forums exist to manage this Agreement;
  - (ii) appropriate information is maintained and shared to enable the AUTHORITY to oversee and ensure the Suppliers' delivery of the Services;
  - (iii) Documentary Deliverables are provided to timescales and the requisite quality and, where appropriate, are maintained and updated; and
  - (iv) the effectiveness of the Services, the parties' relationship and the governance framework are reviewed regularly and improved where appropriate.

**1.2 Principles**

- (a) The parties recognise that relationships will exist at many levels between them, and this Schedule reflects these relationships within a formal process covering the decision-making, communication channels and escalation paths that all parties shall use.
- (b) The parties shall, through the proper application of these principles, procedures and structures, ensure that strong, healthy, responsive and mutually beneficial collaborative relationships are built and maintained between the parties at all levels.
- (c) The Suppliers will take their direction from the AUTHORITY in all their dealings under this Agreement and Tower Services Agreement or Supply Agreements, and not from any other government department or agency.
- (d) All parties shall ensure that the correct numbers of attendees and only appropriately senior, authorised, qualified and experienced personnel are assigned to attend the governance Boards set out in this schedule 8.1 (governance).

- (e) The parties shall ensure that they, through collaborative participation in the Boards, as soon as reasonably practicable resolve all issues arising in relation to the Services and this Agreement and Tower Services Agreements or Supply Agreements and achieve all agreed objectives for each of the Boards. 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.
- (f) All parties shall agree and implement processes to regularly measure the health and effectiveness of the relationship and work together to agree and implement desirable improvements to the FITS Governance Framework.
- (g) The membership and frequency of the Boards will be sufficient to manage and assure the end-to-end delivery of quality and cost effective Services by the Suppliers to the AUTHORITY, including but not limited to, the delivery of the operational Services to the AUTHORITY in accordance with the Services and Service Level Targets and key performance indicators set out in schedule 2.1 (Service Requirements) and schedule 2.2 (Service Performance Management) and equivalent provisions of the Tower Services Agreements or Supply Agreements.
- (h) Each Board will work across all Services other than where specified in the FITS Governance Framework and the provisions of this schedule 8.1 (Governance).
- (i) All Governance interactions (including work approval, new services, business requirements, etc) between the FITS Suppliers, Collaborating Suppliers and the AUTHORITY will be managed in line with the FITS Governance Framework.
- (j) The Boards will determine, authorise and prioritise Changes in Services and otherwise fully support the AUTHORITY's changing business objectives and requirements.
- (k) The Boards will include AUTHORITY and Supplier representation as appropriate, and, may include the Supplier's sub-contractors and Other Authority Providers engaged by the AUTHORITY if required and agreed by the AUTHORITY.
- (l) All Suppliers are expected to actively participate with the other Suppliers, except where issues of commercial confidentiality arise and have been agreed in advance with the AUTHORITY.
- (m) Without limiting the Suppliers' general obligations to provide advance warning, the Suppliers shall take such steps as are necessary to ensure that no material issues are raised in the formal Governance Board meetings without giving the AUTHORITY prior notice.

### 1.3 Collaborating Suppliers

- (a) Collaborating Suppliers shall be subject to and participate fully in the FITS Governance Framework and the governance arrangements under this Schedule, save that the AUTHORITY may excuse given Collaborating Suppliers from attending given Board meetings (which may be done on a case by case or more general basis).

## 2. GOVERNANCE FRAMEWORK

### 2.1 Objectives

- (a) This schedule sets out the governance structures for managing and assuring the Services to be delivered by the Suppliers to the AUTHORITY and will include, but not be limited to:
  - (i) the communication and governance from and between the AUTHORITY and the Suppliers;
  - (ii) the retained AUTHORITY organisation;
  - (iii) the Boards and associated roles and responsibilities;
  - (iv) the overall portfolio management and governance organisation to manage and assure the Services;
  - (v) the architectural governance forums to assure delivery and operational conformance to prescribed standards;
  - (vi) Information Assurance governance;
  - (vii) the service management and governance forums to manage and assure the Services through the Service Delivery Lifecycle;
  - (viii) the programme management and governance forums to manage, deliver and assure the Services; and
  - (ix) the supplier management and governance forums to manage, monitor and assure the commercial aspects relating to the provision and support of Services.
- (b) The Suppliers shall support and enable the AUTHORITY to monitor and manage the Services and other obligations and shall provide all reasonable co-operation to the AUTHORITY with the objective of ensuring that the performance of the Services and its other obligations, shall be achieved in an efficient and cost effective manner in accordance with the terms of this Agreement.
- (c) As and when necessary, the AUTHORITY will define and agree the terms of reference for each of the Boards and forums defined in the FITS Governance Framework. The terms of reference for each Board and forum will include, but not be limited to:
  - (i) Frequency:
  - (ii) Type:
  - (iii) Chair:
  - (iv) Input to:
  - (v) Team Participants
  - (vi) Roles and Responsibilities/Escalation

- (vii) Value/Purpose
- (viii) Input Reports
- (ix) Expected Outcomes
- (d) The Suppliers shall support the AUTHORITY through the provision of:
  - (i) core membership (standing attendees);
  - (ii) optional attendees (as required or requested);
  - (iii) responsibilities, accountabilities and limits of decision making ability including, but not limited to, financial, business impact and business risk;
  - (iv) inputs; and
  - (v) outputs.
- (e) Starting on the Effective Date, the AUTHORITY will maintain the current organisational information (the “Governance Framework Library”), which may consist of (as necessary and if appropriate), but will not be limited to, the following:
  - (i) AUTHORITY governance and guidance organisation: Includes as a minimum, organisation charts, description of functions performed, and contact information;
  - (ii) contractor management and delivery organisations: Includes as a minimum, organisation charts, description of functions performed, and contact information;
  - (iii) Issue escalation procedure – Includes as a minimum, both AUTHORITY and Supplier procedures (and as documented in accordance with documentation requirements as detailed in schedule 2.1 (Service Requirements) or equivalent of the Tower Services Agreements or Supply Agreements);
  - (iv) key contacts – AUTHORITY: The list of AUTHORITY contacts (with contact information), who are key users of the Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region;
  - (v) key contacts – Suppliers: The list of Supplier contacts (with contact information), who are key managers of the Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region;
  - (vi) Key contacts – Other Authority Providers: The list of Other Authority Providers including, but not limited to, maintenance providers, software providers, telecom carriers and their contact information; and
  - (vii) Key governance documentation: Reference material relating to governance forums i.e. terms of reference and planned Board schedules.

- (f) The Hosting Supplier shall support the Authority by providing, on the request of the Authority, current organisational information, which shall consist of, but shall not be limited to, the following:
  - (i) Hosting Supplier governance and guidance organisation: includes as a minimum, organisation charts, description of functions performed, and contact information;
  - (ii) Hosting Supplier management and delivery organisations: Includes as a minimum, organisation charts, description of functions performed, and contact information;
  - (iii) key contacts – Hosting Supplier: The list of Hosting Supplier contacts (with contact information), who are key managers of the Hosting Services and/or who perform a liaison function in regard to the Services including, but not limited to, business unit and geographic region; and
  - (iv) key governance documentation: Reference material relating to governance forums e.g. operational meeting minutes, performance reports etc.
- (g) The Authority will act as the facilitator for all Boards and will ensure the following:
  - (i) clear communications and directives relating to outcomes of all governance and change forums via the "Governance Framework Library" or Change Management process;
  - (ii) that all concerned parties are actively involved in changes that will or may have an impact on the Services being delivered;
  - (iii) the Authority will relay any risks identified across the Suppliers and Other Authority Providers; and
  - (iv) the Authority will provide a secretariat function. including, but not limited to:
    - (A) scheduling Board meetings;
    - (B) ensuring all Board agendas and papers are circulated to the members of the respective Board in accordance with the timescales set out in this schedule 8.1 (Governance), unless an extraordinary meeting has been scheduled or an urgent item has been added to the agenda and it is not possible to meet this requirement, in which case as much notice as is practicable shall be given;
    - (C) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within three (3) Working Days following the Board meeting;
    - (D) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and
    - (E) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

- (h) The Hosting Supplier acknowledges that the Authority shall act as the facilitator for all Boards and that the Authority shall provide services to the Hosting Supplier as described in paragraph 2.1(g). The Hosting Suppliers shall support the Authority in delivering the services described in paragraph 2.1(g) through, including but not limited to:
- (i) attendance at scheduled Board meetings by an appropriately empowered representative;
  - (ii) monitoring and progressing any follow up tasks and activities agreed to be carried out before or following Board meetings; and
  - (iii) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

## GOVERNANCE STRUCTURE, BOARDS AND FORUMS

- 2.2 Each Board or forum will be responsible for resolving any operational disagreements or other issues regarding the provision of the Services, Risks, the Service Levels Targets, key performance indicators and performance under any additional work that may be awarded under the Tower Services Agreement, Supply Agreements or other agreements and, if required, to support the issue resolution mechanisms and Dispute Resolution Procedures.
- 2.3 The effectiveness of the FITS Governance Framework will be evaluated from time to time by the AUTHORITY and the Suppliers to identify improvements or efficiencies and modified accordingly.
- 2.4 The AUTHORITY reserves the right to convene a meeting with any or all parties at any time and will provide as sufficient notice as is practicable.
- 2.5 Time and resource cost of participation in the Boards and development of their policies, processes and procedures shall be borne by the party incurring it.
- 2.6 The chairperson for each Board is set out at Appendix 4. The chairperson shall be responsible for:
- (a) setting the agenda for Board meetings (based on suggestions from the AUTHORITY and/or the Suppliers); and
  - (b) chairing the Board meetings.
- 2.7 The chairperson of each Board will record decisions and agreements reached at the Board, based on the discussions and the input/feedback received from all participants. Each Board meeting will be outcome based and defined outcomes will be delivered and realised within the agreed timescales. The decisions of the Board shall be binding on all parties.
- 2.8 The Hosting Supplier shall supply appropriately senior, authorised, qualified and experienced personnel to the Boards as required by Appendix 4.
- 2.9 **Strategic Partnership Level**
- (a) This level brings together senior board executives from the AUTHORITY and the Suppliers to provide direction on activities that lead to increased understanding of

mutual objectives, ensuring alignment with the AUTHORITY's ICT Strategy and influence behavioural changes to drive improvements to the quality and health of the relationship.

- (b) The objectives of the Strategic Partnership Board and the frequency of meetings are set out at Appendix 4.

#### 2.10 Strategic Relationships Level

- (a) This level brings together executives and senior managers from the AUTHORITY and the Suppliers to review the quality of the relationship from a service delivery, commercial, project and technical perspective and with the objective of providing active management of risk.
- (b) The Strategic Relationship Level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Assurance level.
- (c) The objectives of the Strategic Partnership Board and the frequency of meetings are set out at Appendix 4.

#### 2.10A Monthly Risk Review Board

- (a) The parties have agreed to implement a Board at the Strategic Relationship Level, as depicted in Figure 2 in paragraph 2 of this schedule 8.1 (Governance), for the review of risks to the Hosting Services ("Monthly Risk Review Board").
- (b) The Monthly Risk Review Board will agree a dynamic risk landscape document which sets out risks to the Hosting Services. Consideration of the risks identified in the risk landscape document v2.0 dated 7 September 2022 and the data centre exit roadmap shall be agenda items for the inaugural Monthly Risk Review Board and thereafter be standing agenda items at each subsequent Monthly Risk Review Board. Risks not set out in the risk landscape document may also be raised at the Monthly Risk Review Board by either party.
- (c) The Monthly Risk Review Board shall document each risk and any actions and/or decisions taken at the Board in relation to each risk and monitor the implementation of those actions and/or decisions, and the Authority will confirm if it has business continuity plans for services that may be impacted in the event a risk materialises. REDACTED.
- (d) The Monthly Risk Review Board shall meet monthly, unless otherwise agreed by the parties, and each meeting shall be scheduled for two (2) hours.
- (e) The Monthly Risk Review Board will be attended by the following:
  - a. the Authority's:
    - i. executive level chair (chair);
    - ii. senior responsible owner and/or programme director;
    - iii. commercial representative;
    - iv. senior operational representative;

- b. the Hosting Supplier's:
  - i. commercial representative;
  - ii. senior operational representative;
- c. a commercial representative and an operational representative of the Hosting Supplier's Key Sub-contractor; and
- d. any other appropriate attendees as agreed by the Authority and the Hosting Supplier from time to time.
- (f) The Authority shall provide the secretariat function for the Monthly Risk Review Board.
- (g) The agenda for Monthly Risk Review Board shall be distributed to attendees at least two (2) Working Days in advance of each meeting by the Authority.

#### 2.11 **Operational Assurance Level**

- (a) This level brings together senior managers from the AUTHORITY and the Suppliers to manage, monitor and review deliverables, service and outcomes, including, but not limited to, the relevant approval criteria, Service Levels and key performance indicators.
- (b) The Operational Assurance level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Management level.
- (c) Operational Assurance Boards shall meet at the frequency set out at Appendices 3 and 4.
- (d) The AUTHORITY reserves the right to convene additional Operational Assurance Boards with any or all parties at any time and will provide sufficient notice as is practicable.
- (e) Further detail on the formation of Boards at the Operational Assurance Level can be found at Appendix 3.

#### 2.12 **Operational Management Level**

- (a) This level brings together operational and commercial personnel from the AUTHORITY and the Suppliers to discuss and review operational performance data and contract and commercial variations.
- (b) Operational Management Boards shall meet at the frequency set out at Appendices 3 and 4.
- (c) The AUTHORITY reserves the right to convene additional Operational Assurance Boards with any or all parties at any time and will provide sufficient notice as is practicable.
- (d) Further detail on the formation of Boards at the Operational Management Level can be found at Appendix 3.





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**APPENDIX 2: COLLABORATION OBLIGATIONS AND CO-OPERATION PRINCIPLES****14. COLLABORATION OBLIGATIONS**

- 14.1 Without prejudice to the other provisions of this Agreement, each Supplier shall perform its obligations under this Agreement and/or the relevant Tower Services Agreement and/or the relevant Supply Agreement in accordance with Good Industry Practice.
- 14.2 Each Supplier shall, and shall procure that their relevant Group members and subcontractors shall (where it is necessary and/or desirable to do so) co-operate fully with each of the other Suppliers and with the AUTHORITY and provide such cooperation, support, assistance and information to each other party as is necessary, and/or in accordance with the Dependencies Register, in order:
- 14.2.1 to ensure the orderly provision of seamless end-to-end Services to the AUTHORITY in accordance with all policies and procedures and technical interface standards that are specified by the Delegates in accordance with their Delegated Authority and by the AUTHORITY as such may be amended or replaced from time to time;
  - 14.2.2 to avoid hindering the provision of the Services to the AUTHORITY under the Tower Services Agreements and/or Supply Agreements by any of the other Suppliers;
  - 14.2.3 to facilitate the delivery of the Services by the other Suppliers in accordance with the terms of their respective Tower Services Agreements or Supply Agreements;
  - 14.2.4 to avoid any unnecessary duplication of effort;
  - 14.2.5 to avoid undue disturbance to the AUTHORITY; and
  - 14.2.6 to undertake all such tasks and activities as may be necessary to integrate the systems and Services with all other relevant systems and Services of other Suppliers.
- 14.3 Without prejudice to the generality of Clause 14.2, the Suppliers shall as part of their general co-operation obligations described in Clause 14.2:
- 14.3.1 work together in good faith to ensure integration and interfacing where Services are subject to inter-party dependencies;
  - 14.3.2 operate and maintain all software, hardware or technology in accordance with Good Industry Practice where there is interoperation with another Supplier;
  - 14.3.3 assist with any testing and/or any quality assurance analysis to be undertaken by the AUTHORITY or any other Supplier;
  - 14.3.4 provide prompt access to any of their resources, systems, Software and materials required by the other Suppliers and the relevant members of their Groups to enable them to provide their Services to the AUTHORITY and to deal with security and/or compliance issues, assessments and actions;
  - 14.3.5 promptly provide the other Suppliers and the relevant members of their Groups with all relevant information (including details of all operating environments, system

constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the other Suppliers) that they may need to provide their Services to the AUTHORITY;

14.3.6 promptly escalate any issues or perceived problems via the governance regime under part A of Schedule 3 (Governance); and

14.3.7 without limitation to Clause 12.4, where it anticipates or discovers a potential or actual non-compliance with its obligations under its Tower Services Agreement and/or Supply Agreement and/or this Agreement, and such non-compliance may have an impact on the performance of the Services by another Supplier, notify such other Supplier and the AUTHORITY (or, as notified by the AUTHORITY from time to time, the SIAM Supplier or other Delegate) as soon as reasonably practicable.

## 15. PRINCIPLES OF CO-OPERATION

15.1 The co-operation, support, information and assistance to be provided by the Suppliers and the relevant members of their Groups pursuant to Clauses 12 and 14 shall be provided in accordance with the following principles:

15.1.1 the principle that each Supplier shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;

15.1.2 the principle of 'fix first, discuss later', requiring that each Supplier shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any Disputes as to which Supplier is responsible, which Supplier should bear the cost of fixing the problem and any associated legal issues until resolution of the relevant problem;

15.1.3 the principle that co-operative behaviour and overall cost efficiency should be promoted. For the avoidance of doubt, if a Tower Services Agreement or this Agreement allows for the performance of a certain obligation in different ways, then such Supplier shall in good faith (i) take the cost impact of its choice on the other Suppliers into consideration when making such choice; and (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of the other Suppliers or of the AUTHORITY;

15.1.4 the principle that in setting up cross Supplier teams for delivery of projects and/or Services, the Suppliers shall work on a "matrix system" and choose the best resource for each role rather than duplicating roles for more than one Supplier; and

15.1.5 the principle that all Suppliers shall procure the adherence of employees and subcontractors to these co-operation requirements.

### Appendix 3 Operational Governance

**REDACTED**

## Appendix 4 Governance Model



DocumentsSRM  
Governance Model To

**End of Schedule**