

**TRADER SUPPORT SERVICE**

**SCHEDULE 8.1**

**GOVERNANCE**

## **Governance**

### **1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Board Member”</b>	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;
<b>“Boards”</b>	the Service Management Board, Programme Board and Joint Design Authority Board and <b>“Board”</b> shall mean any of them;
<b>“Commercially Reasonable Efforts”</b>	means taking such steps and performing them in such a way as a well-managed organisation would undertake with the aim of achieving a particular desired result for its own benefit, assuming such organisation was acting in a commercial, prudent and reasonable manner;
<b>“Joint Design Authority Board”</b>	the body described in Paragraph 6;
<b>“Project Managers”</b>	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
<b>“Programme Board”</b>	the body described in Paragraph 5;
<b>“Service Management Board”</b>	the body described in Paragraph 4; and

### **2 MANAGEMENT OF THE SERVICES**

2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Agreement through whom the Services shall be managed day-to-day.

2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

### **3 BOARDS**

#### **Establishment and structure of the Boards**

3.1 The Boards shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.

3.2 In relation to each Board, the:

- (a) Authority Board Members;
  - (b) Supplier Board Members;
  - (c) frequency that the Board shall meet (unless otherwise agreed between the Parties);
  - (d) location of the Board's meetings; and
  - (e) planned start date by which the Board shall be established,
- shall be as set out in Annex 1.

3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

#### **Board meetings**

- 3.4 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:
- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
  - (b) that he/she is debriefed by such delegate after the Board Meeting.
- 3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
- (a) scheduling Board meetings;
  - (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
  - (c) chairing the Board meetings;
  - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
  - (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
  - (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.

- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 3.8 The Authority may (acting reasonably and in good faith and on reasonable notice) at any time require any Board(s) to meet more regularly than as specified in this Schedule 8.1.

### **Partnership Principles**

- 3.9 The Parties shall ensure that their dealings with each other: (i) pursuant to the provisions of this Schedule 8.1 and (ii) in respect of the Boards set out within this Schedule are (in each case) at all times in accordance with the Partnership Principles.

### **Additional Governance Arrangements**

- 3.10 The Parties may, by agreement, put in place further governance arrangements to feed into and/or complement the Boards set out in this Schedule 8.1. This may include (without limitation):
- (a) setting up task forces;
  - (b) delivering “deep dives” into specified subject matters or issues; and
  - (c) setting up working parties for any Board(s) to carry out any actions delegated to them by the relevant Board(s).

In addition, for the avoidance of doubt, the Parties may agree to close down any of the Boards during the Term by mutual agreement in writing.

- 3.11 The Parties shall comply with the cross-agreement governance arrangements as set out in Annex 2 (Cross Agreement Bodies).

## **4 ROLE OF THE SERVICE MANAGEMENT BOARD**

- 4.1 The Service Management Board shall be responsible for (i) the executive management of the Services, (ii) the identification and management of risks relating to the performance of the Services and (iii) deal with the consideration and resolution of any commercial issues relating to the Services or the Agreement, and shall:
- (a) be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
  - (b) report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
  - (c) receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance

against Performance Indicators, progress against the Implementation Plan and possible future developments;

- (d) review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
- (e) deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
- (f) 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 Programme Board;
- (g) develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same;
- (h) provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;
- (i) identify the risks to be reported to the Programme Board via the regular risk reports;
- (j) subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
- (k) ratify or refuse requests to close risks on the Risk Register; and
- (l) identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

## **5 ROLE OF THE PROGRAMME BOARD**

### **5.1 The Programme Board shall:**

- (a) provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- (b) be the point of escalation from the Joint Design Authority Board and the Service Management Board; and
- (c) carry out the specific obligations attributed to it in Paragraph 5.2.

### **5.2 The Programme Board shall:**

- (a) 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;
- (b) receive and review reports from the Joint Design Authority Board and the Service Management Board 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;

- (c) determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- (d) authorise the commissioning and initiation of, and assess opportunities for, Optional Services;
- (e) provide guidance and authorisation to the Joint Design Authority Board on relevant Changes;
- (f) monitor the implementation of the Implementation Plan; and
- (g) review and agree, during the Services Stabilisation Period, the Performance Levels and Service Charges that will apply after the end of the Service Stabilisation Period in accordance with the relevant provisions of Schedules 2.2 (Performance Levels) and 7.1 (Charges and Invoicing).

Without prejudice to the above provisions of this paragraph 5, the Programme Board shall have an annual review meeting throughout the Term on a date to be agreed between the Parties.

## **6 ROLE OF THE JOINT DESIGN AUTHORITY BOARD**

6.1 The Joint Design Authority Board shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board. The Joint Design Authority Board shall also be accountable to the Programme Board for oversight of the technology used in the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority.

6.2 The Joint Design Authority Board shall:

- (a) analyse and record the impact of all Changes, specifically whether the proposed Change:
  - (i) has an impact on other areas or aspects of this Agreement and/or other documentation relating to the Services;
  - (ii) has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
  - (iii) will raise any risks or issues relating to the proposed Change; and
  - (iv) will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;

- (b) provide recommendations, seek guidance and authorisation from the Programme Board as required;
- (c) approve or reject (close) all proposed Changes;
- (d) ensure compliance with the Standards;
- (e) grant dispensations for variations from such compliance where appropriate;
- (f) assure the coherence and consistency of the systems architecture for the Supplier Solution;
- (g) monitor developments in new technology and reporting on their potential benefit to the Services;
- (h) provide advice, guidance and information on technical issues;
- (i) assure that the technical architecture of the Supplier Solution is aligned to the Service Requirements and has sufficient flexibility to cope with future requirements of the Authority; and
- (j) monitoring and reviewing compliance by the Supplier with the non-IT technical elements of the Services.
- (k) During the Services Stabilisation Period the Joint Design Authority Board shall meet no less than weekly. Following the end of the Stabilisation Period the Authority shall determine (acting reasonably) how often the Joint Design Authority Board shall meet.

## **7 CONTRACT MANAGEMENT MECHANISMS**

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- 7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
  - (a) the identification and management of risks;
  - (b) the identification and management of issues; and
  - (c) monitoring and controlling project plans.
- 7.3 The Risk Register shall be updated by the Supplier and submitted for review by the Service Management Board.

## ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS

### SERVICE MANAGEMENT BOARD

<p>Authority Members of Service Management Board</p>	<p>██████████ Programme Director, (Chairman)</p> <p>██████████ SRO</p> <p>██████████ TSS Programme Manager</p> <p>██████████ TSS Service Management</p> <p>██████████ Director CS&amp;TD, SCS 2</p> <p>██████████ Deputy Director – CS&amp;TD, SCS 1</p> <p>██████████ E/Y Quality Assurance Partner</p> <p>██████████ E/Y Engagement Partner</p> <p>██████████ E/Y Engagement Manager and PMO</p> <p>██████████ E/Y Integrated Planning Lead</p> <p>Assistant Director, IT Commercial Contract Management</p>
<p>Supplier Members of Service Management Board</p>	<p>██████████ – TSS Delivery Executive</p> <p>██████████ – TSS Service Director</p> <p>TSS Lead SDM</p> <p>TSS Contact Centre Ops Manager</p> <p>Senior Commercial Manager</p>



Start Date for Service Management Board meetings	At a suitable date to be agreed by the Parties (each acting reasonably and in good faith) within 1 month of the Effective Date
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Virtually via Microsoft Teams

**PROGRAMME BOARD**

Authority members of Programme Board	<p>██████████ Programme Director (chairman)</p> <p>██████████ SRO,</p> <p>██████████ TSS Programme Manager, ██████████ TSS Service Management</p> <p>██████████ Director CS&amp;TD, SCS 2</p> <p>██████████ Deputy Director – CS&amp;TD, SCS 1</p> <p>██████████ E/Y Quality Assurance Partner</p> <p>██████████ E/Y Engagement Partner</p> <p>██████████ E/Y</p> <p>██████████ E/Y Integrated Planning Lead</p> <p>Assistant Director, IT Commercial Contract Management</p>
Supplier members of Programme Board	<p>██████████ – Head of TSS</p> <p>██████████ – TSS Programme Director</p> <p>██████████ – TSS Delivery Executive</p>

	<p>██████████ – TSS CTO</p> <p>Head of Commercial HMRC</p>
Start date for Programme Board meetings	At a suitable date to be agreed by the Parties (each acting reasonably and in good faith) within 1 month of the Effective Date
Frequency of Programme Board meetings	Weekly during the stabilisation period; thereafter monthly
Location of Programme Board meetings	Virtually via Microsoft Teams

**JOINT DESIGN AUTHORITY BOARD**

Authority Members of Joint Design Authority Board	<p>██████████ Programme Director, (Chairman)</p> <p>██████████ TSS Programme Manager</p> <p>██████████ TSS Service Management</p> <p>██████████ TSS PMO lead,</p> <p>██████████ Customs and Border Design</p> <p>██████████ Director CS&amp;TD, SCS 2</p> <p>██████████ Deputy Director – CS&amp;TD, SCS 1</p> <p>██████████ HR Executive Chair’s Private Office</p> <p>██████████ Solicitors Office &amp; Legal Services</p> <p>██████████ E/Y Quality Assurance Partner</p> <p>██████████ E/Y Engagement Partner</p> <p>██████████ E/Y Engagement Manager and PMO</p> <p>Commercial Lead, IT Commercial Contract Management</p>
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<p>Supplier Members of Joint Design Authority Board</p>	<p>TSS CTO  TSS CSA Lead  TSS Programme Manager  TSS Service Director  TSS Customs Specialist  Senior Commercial Manager</p>
<p>Start Date for Joint Design Authority Board meetings</p>	<p>At a suitable date to be agreed by the Parties (each acting reasonably and in good faith) within 1 month of the Effective Date</p>
<p>Frequency of Joint Design Authority Board meetings</p>	<p>Weekly</p>
<p>Location of Joint Design Authority Board meetings</p>	<p>Virtually via Microsoft Teams</p>

## **ANNEX 2: CROSS-AGREEMENT BODIES**

### **1 INTRODUCTION**

- 1.1 This Annex 2 describes the joint review bodies that govern all agreements in force between the Parties and all services delivered by the Supplier to the Authority under those agreements. The bodies are made up of representatives from the Parties. As described below, the three (3) cross-agreement joint review bodies shall meet regularly during the Term and, for the avoidance of doubt, shall be in addition to the Boards.

### **2 STRATEGIC LEADERSHIP MEETINGS – SIX MONTHLY**

- 2.1 The Strategic Leadership Meetings shall take place as a minimum twice every year starting on 1 October each year of the Term.

#### **Purpose**

- 2.2 The aims and purpose of the Strategic Leadership Meetings shall be for the Parties executive officers to meet and discuss the operation and future of the services provided by the Supplier for the benefit of the Authority including to:
- (a) review, discuss and agree the strategic direction of the relationship between the Parties across all agreements in force between the Parties and all services delivered by the Supplier to the Authority;
  - (b) review progress against the joint objectives and the joint business plan;
  - (c) review and assess the success of this Agreement and other agreements between the Parties; and
  - (d) by exception, consider and resolve as any issues escalated to it which have not been capable of resolution at other levels of governance.

#### **Attendees**

- 2.3 The Strategic Leadership Meetings shall be attended by:
- (a) on the part of the Authority, the HMRC Chief Executive and First Permanent Secretary, Chief Digital Information Officer and Chief Financial Officer; and
  - (b) on the part of the Supplier, the Head of UK and Ireland region, and Client Managing Director HMRC,

or such individuals of requisite seniority if the aforementioned individuals are not available or the Parties agree otherwise.

## **Meetings**

- 2.4 The responsibility for arranging routine Strategic Leadership Meetings shall be that of the Supplier's Client Managing Director HMRC.
- 2.5 Either Party may request the other to attend an ad hoc Strategic Leadership Meeting by giving no less than seven (7) days' notice requesting the same.
- 2.6 Unless otherwise agreed between the parties each Strategic Leadership Meeting shall be for a minimum of one (1) hour and shall be face to face.
- 2.7 Strategic Leadership Meetings shall alternate between the Authority's premises and the Supplier's premises.

## **Agenda**

- 2.8 The Supplier's Client Managing Director HMRC shall invite matters for discussion fourteen (14) days prior to each Strategic Leadership Meeting and shall issue an agenda seven (7) days in advance.

## **Conduct**

- 2.9 The Parties shall be free to discuss and agree how to conduct each Strategic Leadership Meeting.

## **Minutes**

- 2.10 Strategic Leadership Meetings shall be minuted by the Authority and minutes circulated within seven (7) days of each meeting. Unless otherwise agreed between the Parties the intent of minutes for the Strategic Leadership Meetings is to record any agreement reached and not to reflect all of the discussion.
- 2.11 At each Strategic Leadership Meeting the Parties shall agree the time date and location of the next Strategic Leadership Meetings so that they always have two (2) future meetings planned and arranged.

## **Initial dates**

- 2.12 The first Strategic Leadership Meetings shall be held on:
  - (a) 2 July 2021 at 10.30am (at which meeting a date for a further meeting in January 2022 shall be agreed);
  - (b) 22 January 2022 at 10.30am (at which meeting a date for a further meeting in July 2022 shall be agreed).

### **3 RELATIONSHIP MANAGEMENT MEETINGS - QUARTERLY**

#### **Scope**

- 3.1 The Relationship Management Meetings held between the Authority and the Supplier will at a minimum cover the following areas:
- (a) Authority and Supplier business direction and strategic planning across all agreements in force between the Parties and all Services delivered by the Supplier to the Authority;
  - (b) relevant technology direction;
  - (c) progress against agreed key objectives and the joint business plan;
  - (d) review and manage the relationship development and the strategic initiatives in the joint business plan to ensure they remain on track and drive anticipated change and value; and
  - (e) identify further opportunities that will be incorporated in the joint business plan going forward.

#### **Purpose**

- 3.2 The aims and purpose of the Relationship Management Meetings are to:
- (a) allow the Authority to update the Supplier as to its business plans and requirements and if possible discuss how to align these to the joint business plans being followed by the Parties;
  - (b) review, discuss and agree the management of this Agreement and all other agreements between the Parties;
  - (c) review and discuss progress achieved and any issues arising in respect of the relationship between the Parties during the previous Quarter;
  - (d) by exception to consider and resolve as any issues including any issues escalated to it which have not been capable of resolution at other levels of governance and in default of resolution of such issues to refer the same to the next Strategic Leadership Meetings if resolution is not possible in the meantime;
  - (e) review the adequacy and effectiveness of the prevailing governance arrangements in the light of any relevant management, operational and audit reports;
  - (f) ensure that senior managers on both sides have a common understanding of the current operation of this Agreement and all other agreements between the Parties;

- (g) review the overall operation of the agreements and identify any problem areas, in particular considering any issues and risks that might prejudice the relationship between the Parties or the successful operation of the Governance Principles set out in paragraph 4 of this Annex 2;
- (h) evaluate each Party's skills and resource requirements, and where appropriate ensure that necessary on-going high-level technical and strategic skills are available to meet the Authority's requirements;
- (i) take a forward look to identify any future major developments and also any opportunities and risks that will potentially impact the Services; and
- (j) agree any necessary actions flowing from any of the above and to follow up any resultant action plans.

### **Attendees**

3.3 The Relationship Management Meetings shall be attended by:

- (a) on the part of the Authority:
  - (i) Director for Enterprise Platform Services
  - (ii) CCMIT Assistant Director
  - (iii) Such other attendees as required for the items on the agenda for the applicable meeting
- (b) on the part of the Supplier:
  - (i) Client Managing Director HMRC and Head of Delivery
  - (ii) Such other attendees as required for the items on the agenda for the applicable meeting

Each Party shall, unless otherwise agreed, arrange for a delegate to be provided for each attendee listed, in the situation where an attendee cannot attend the Relationship Management Meeting. Each individual delegate shall be of requisite seniority to allow the business of the Relationship Management Meeting to be conducted if the normal attendees are unavailable or the Parties agree otherwise.

### **Pre-Meeting**

3.4 The Parties shall provide the reports required pursuant to Schedule 8.4 (Reports and Records Provisions) in advance of this meeting.

### **Meetings**

3.5 The responsibility for arranging routine Relationship Management Meetings shall be that of the Supplier's Client Managing Director HMRC.

- 3.6 Either Party may request the other to attend an ad hoc Relationship Management Meeting by giving no less than seven (7) days' notice requesting the same.
- 3.7 Unless otherwise agreed between the Parties each Relationship Management Meeting shall be for a minimum of one (1) hour and shall be face to face.
- 3.8 Relationship Management Meetings shall alternate between the Authority's premises and the Supplier's premises.

### **Agenda**

- 3.9 The Supplier's Client Managing Director HMRC shall invite matters for discussion fourteen (14) days prior to each Relationship Management Meeting and shall issue an agenda seven (7) days in advance.

### **Conduct of meetings**

- 3.10 Authority's Senior IT Business Owner shall chair the meeting and conduct the proceedings in an orderly fashion against the standing agenda agreed between the parties from time to time.
- 3.11 At the first Relationship Management Meeting the Parties shall agree the standing Agenda for all subsequent Relationship Management Meetings.

### **Minutes**

- 3.12 Meetings shall be minuted by the Authority and minutes circulated within seven (7) days of each meeting.
- 3.13 At each Relationship Management Meeting the Parties shall agree and minute the time date and location of the next Relationship Management Meetings so that they always have three (3) future meetings planned and arranged.

### **Initial dates**

- 3.14 The first Relationship Management Meetings shall be held on:
- (a) an agreed date in November 2020 at 10.30am (at which meeting a date for a further meeting in August 2021 shall be agreed);
  - (b) an agreed date in February 2021 at 10.30am (at which meeting a date for a further meeting in November 2021 shall be agreed);
  - (c) an agreed date in May 2021 at 10.30am (at which meeting a date for a further meeting in February 2022 shall be agreed).

## **4 OPERATIONAL MANAGEMENT MEETINGS – MONTHLY**

### **Purpose**



- 4.1 The aims of the Operational Management Meetings are to report on and consider:
- (a) the Supplier's performance under the agreements and contract and risk management;
  - (b) commercial management;
  - (c) relationship and value work stream management; and
  - (d) service and programme review meetings.

### **Attendees**

- 4.2 The Operational Management Meetings shall be attended by:
- (a) on the part of the Authority:
    - (i) Supplier Management Lead
    - (ii) CCM Assistant Director
    - (iii) Director for Enterprise Platform Services
    - (iv) Such other attendees as required for the items on the agenda for the applicable meeting
  - (b) on the part of the Supplier:
    - (i) Heads of Delivery
    - (ii) VPaaS/CHIEF/TSS Service Owners
    - (iii) Such other attendees as required for the items on the agenda for the applicable meeting

Each Party shall, unless otherwise agreed, arrange for a delegate to be provided for each attendee listed, in the situation where an attendee cannot attend the Operational Management Meeting. Each individual delegate shall be of requisite seniority to allow the business of the Operational Management Meeting to be conducted if the normal attendees are unavailable or the Parties agree otherwise.

### **Pre-Meeting**

- 4.3 The Parties shall provide reports required pursuant to Schedule 8.4 (Reports and Records Provisions) in advance of this meeting.

### **Meetings**

- 4.4 The responsibility for arranging routine Operational Management Meetings shall be the joint responsibility of the Supplier's VPaaS/CHIEF/TSS Service Owners and the Supplier Management Lead for the Authority.
- 4.5 Either Party may request the other to attend an ad hoc Operational Management Meeting by giving no less than three (3) Working Days' notice requesting the same or earlier in the case of an emergency.
- 4.6 Unless otherwise agreed between the Parties each Operational Management Meeting shall be for a minimum of one (1) hour and shall be by telephone conference or face to face.

### **Agenda**

- 4.7 The Operational Management Meetings will follow a standing agenda agreed between the Parties to reflect the above purpose of these meetings. Either Party shall be permitted to ask for other items to be added to the agenda or be raised as AOB at the Operational Management Meeting.

### **Conduct of meetings**

- 4.8 The Authority's Supplier Management Lead shall chair the meeting and conduct the proceedings in an orderly fashion against the standing agenda agreed between the Parties from time to time and additional agenda items or matters of AOB raised by either Party.
- 4.9 At the first Operational Management Meeting the Parties shall agree the standing Agenda for all subsequent Operational Management Meetings.

### **Minutes**

- 4.10 Operational Management Meetings shall be minuted by the Authority and minutes circulated within seven (7) days of each meeting for agreement.
- 4.11 At each Operational Management meeting the Parties shall agree and minute the time date and location of the next Operational Management Meetings so that they always have three (3) future meetings planned and arranged.

### **Initial dates**

- 4.12 The first Operational Management Meetings shall be held on:
- (a) an agreed date in November 2020 at 10.30am by telephone conference (at which meeting a date for a further meeting in February 2021 shall be agreed);
  - (b) an agreed date in December 2020 at 10.30am by telephone conference (at which meeting a date for a further meeting in March 2021 shall be agreed);

- (c) an agreed date in January 2021 at 10.30am by telephone conference at which meeting a date for a further meeting in April 2021 shall be agreed).

### **Governance Principles**

- 4.13 Paragraphs 4.13-4.18 below set out the principles which will underpin the operation and management of this Agreement and which will be used to assist in the resolution of any problems and issues that arise (the "**Governance Principles**").
- 4.14 In working together to resolve problems, issues and risks, the Parties will recognise and respect each other's primary business objectives which underpin their relationship.
- 4.15 In the conduct of business during the Term, the Parties, at all levels, shall strive to:
- (a) recognise that the maximum value of the relationship can only be achieved through working together collaboratively as if in a partnership and with an understanding of the joint objectives of this Agreement and also each other's objectives;
  - (b) plan, organise, direct, and manage the relationship jointly;
  - (c) assume the commitment and integrity of each other;
  - (d) accept the need to be open and honest;
  - (e) respect each other's confidence, in particular by not misusing commercial or confidential information provided by the other Party; and
  - (f) jointly accept responsibility for finding an appropriate solution to problems.
- 4.16 The creation and maintenance of the Governance Principles that will sustain day-to-day contacts between the Parties will require commitment of the senior management teams. In order to reinforce desirable behaviours, these teams and other key managers will need to act consistently in a manner supportive of the Governance Principles. Accordingly, both Parties recognise the benefit in maintaining stability of key managers and their inter-relationships. Moves of these key managers will be jointly managed with the aim of minimising the risks of destabilising the overall relationship.
- 4.17 The Parties agree that they will use Commercially Reasonable Efforts to abide by the Governance Principles at all levels of their organisation involved in the operation of the Agreement.
- 4.18 The Parties agree that these Governance Principles:

- (a) apply as between the Authority and the Supplier, and under this Agreement do not extend to any other party; and
- (b) are not intended to change or amend any other obligation of the Parties set out in this Agreement.

## APPENDIX TO ANNEX 2

### MEETING ATTENDEES

#### SUPPLIER ATTENDEES

Supplier Role	Name	Notes
Contract Managers	[REDACTED] [REDACTED]	
Heads of Delivery	[REDACTED] [REDACTED]	
Client Managing Director HMRC	[REDACTED]	
VPaaS/CHIEF/TSS Service Owners	[REDACTED] [REDACTED]	
Head of UK and Ireland region	[REDACTED]	

#### AUTHORITY ATTENDEES

Customer Role	Name	Notes
Contract Manager	[REDACTED]	
Service Owner – CESA	[REDACTED]	
Service Owner – VAT	[REDACTED]	
Service Owner – CHIEF	[REDACTED]	
Service Owner - TSS	[REDACTED]	
Senior IT Business Owner / Director for Enterprise Platform Services	[REDACTED]	
Commercial Deputy Director	[REDACTED]	

VME Programme Manager	[REDACTED]	Provides updates on VME transformation and modernisation
HMRC Chief Executive and First Permanent Secretary	[REDACTED]	
Chief Digital Information Officer	[REDACTED]	
Chief Financial Officer	[REDACTED]	
CCMIT Assistant Director	[REDACTED]	Cross agreement meetings
CCMIT Assistant Director	[REDACTED]	Meetings in relation to this Agreement
Supplier Management Lead	[REDACTED]	

### **ANNEX 3: RISK REGISTER**

The Parties shall work together (acting at all times reasonably and in good faith) to agree a Risk Register as soon as is reasonably practicable following the date of this Agreement.