



**AUTHORITY: The Secretary of State for the Home
Department (acting through the Home Office)**

**SCHEDULE 21
GOVERNANCE**

**Campsfield House Immigration Removal Centre
Contract**

1. SCOPE

- 1.1. The Supplier and the Authority shall comply with the management principles set out within this Schedule with respect to the delivery of the Services and the management of this Contract.
- 1.2. This Schedule covers the following topics:
 - 1.2.1. The objectives and relationship principles of the Governance arrangement;
 - 1.2.2. The management plans and policies which the Authority requires the Supplier to develop, maintain and use to manage the operation of this Contract;
 - 1.2.3. The management framework required for monitoring and managing the performance of this Contract;
 - 1.2.4. The organisational structure to be adopted by the parties to deliver the Contract management function; and
 - 1.2.5. Contractual Risk Management.

2. OBJECTIVES

- 2.1. The primary objective of the Governance process is to ensure that the delivery of the Services is planned, monitored and controlled effectively, in the manner set out in this Schedule.
- 2.2. The objective is achieved through management of the relationship between the Authority and the Supplier that is structured to achieve:
 - 2.2.1. The regular review of strategic progress of this Contract and the addressing of any issues arising;
 - 2.2.2. The day-to-day management of this Contract;
 - 2.2.3. The effective and regular review of the Suppliers current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements; and
 - 2.2.4. Effective Risk Management.

3. RELATIONSHIP PRINCIPLES

- 3.1. Both Parties shall observe the following relationship principles throughout the duration of the Contract:
 - 3.1.1. The Parties shall operate under shared objectives, values and behaviours which shall be agreed between the Parties from time to time;
 - 3.1.2. Mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved;
 - 3.1.3. Recognition that the successful delivery of the Services relies on the strength of the relationships between the Parties and a commitment to work together to deliver the Services and any agreed or required Service improvements;

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- 3.1.4. Regular communication between Parties in relation to continuous improvement, innovation, and future strategy that will be beneficial for the delivery of the Contract and potentially beyond.
- 3.2. The task of the Authority's Contract Manager and the Authority's Home Office Immigration Enforcement Compliance Manager is principally to ensure that the Supplier is complying with its contractual obligations.
- 3.3. The Supplier shall ensure that both the Authority's Contract Manager and the Home Office Immigration Enforcement Compliance Manager:
 - (a) Have unfettered access, at any time, to all areas of the IRCs;
 - (b) Are provided with full assistance, including access to all records considered relevant by the Authority; and
 - (c) Have access to any relevant information that would assist in the investigation of any complaint against any officer at the IRC.

4. GOVERNANCE FRAMEWORK

- 4.1. The Governance framework shall be formed of two groups further explained in paragraph 5. The two groups are:
 - 4.1.1. An **Operational Review Group** (which shall mean the Authority's Contract Manager, the Supplier's Contract Manager, the IRC Home Office Immigration Enforcement Compliance Manager and any such individuals as agreed between the Parties from time to time) which will be responsible for day to day matters regarding the management and performance of this Contract.
 - 4.1.2. A **Governance Group** (which shall mean the Authority's Senior Contract Manager, the Authority's Detention Operations Area Manager, the Supplier's Centre Manager and any such individuals as agreed between the Parties from time to time) which will be responsible for strategic review and oversight of the performance and management of the contract.

5. GOVERNANCE STRUCTURE

Operational Review Group

- 5.1. Both Parties shall nominate a Contract Manager who, in conjunction with the Home Office Immigration Enforcement Compliance Manager, shall have prime responsibility for the provision of the Services.
- 5.2. The major responsibilities for discharging routine day-to-day Contract management functions lie with the Authority's Contract Manager, the Home Office Immigration Enforcement Compliance Manager and the Supplier's Contract Manager and shall include:
 - 5.2.1. Attending a monthly Operational Review meeting, the purpose of which includes but is not limited to discussing operational delivery to resolve any operational issues and discussing proposed Notices of Change;
 - 5.2.2. Review of performance data and key Performance Measures;

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- 5.2.3. Agreement of Service Credits associated with Schedule 3 (*Performance Levels*);
 - 5.2.4. Processing of Change Control Procedure in accordance with Schedule 22 (*Change Control Procedure*);
 - 5.2.5. Verification and authorisation of invoices in accordance with Schedule 15 (*Charges and Invoicing*); and
 - 5.2.6. Keeping the Contract continually up to date.
- 5.3. The Authority Contract Manager and the Supplier Contract Manager shall be responsible for:
- 5.3.1. initial discussions and attempts to resolve any dispute or problem; and
 - 5.3.2. the co-ordination of communication and action relating to all aspects of this Contract.
- 5.4. The Parties shall ensure that the Operational Review Group fulfil and comply with the following requirements:
- 5.4.1. An Operational Review meeting shall be held monthly and usually not later than the end of the second full week of each Month. The Authority or the Supplier may call “Ad hoc” meetings on reasonable notice at any time to address specific issues.
 - 5.4.2. The Supplier shall lodge a Centre Manager(s) Report at least 2 working days in advance of the date of each Operational Review meeting. The Centre Manager(s) Report shall include a redacted version which shall omit any details where exemptions are allowed under FOIA Act, which shall include but is not limited to section 31 (Law Enforcement), section 40 (Personal Information) and section 43 (Commercial Interests) of the Freedom of Information Act 2000.
 - 5.4.3. The Parties shall jointly review the performance of the Services including but not limited to managing risk, incidents, complaints and Change Control.
 - 5.4.4. All Parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between, and otherwise to, the Contract Manager(s) and the Home Office Immigration Enforcement Compliance Manager at all times during Working Hours. If for any reason, these lines of communication cannot be maintained at any time, the relevant party shall ensure that an alternative point of contact is established with the other so that any issue for which action is required is progressed during the relevant Parties’ unavailability.
 - 5.4.5. All Parties shall establish effective and direct lines of communication at all times outside of Working Hours. They shall ensure that an executive decision capability is provided during those periods for the purposes of emergency response and administering the Services to be delivered under this Contract.
- 5.5. Operational Review meetings shall be chaired by the IRC Home Office Immigration Enforcement Compliance Manager.
- 5.5.1. Minutes shall be taken by the Supplier’s Contract Manager and, following approval by the Authority, they shall be circulated with an action log detailing agreed actions to be carried out, to the Governance Group and copied to the Authority’s Strategic and Commercial Director.

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- 5.5.2. Actions arising from the Governance meetings shall only be deemed closed when the Parties have agreed them to be closed at an Operational Review Group meeting or expressly in writing.
- 5.5.3. In the event that a Contract Manager or Home Office Immigration Enforcement Compliance Manager is unable to attend the Operational Review meetings, such meeting shall be attended by a suitably empowered deputy, or a representative who is equivalent of, or more senior member of the Supplier's personnel than the Contract Manager.

Governance Group

- 5.6. The Governance Group shall be responsible for developing the strategic direction of the Contract and assessment of performance of the Contract in regard to:
 - 5.6.1. Service provision;
 - 5.6.2. Performance and quality management;
 - 5.6.3. Reviewing and agreeing strategic plans;
 - 5.6.4. Risk management;
 - 5.6.5. Commercial, legal and media issues; and
 - 5.6.6. Other issues that may affect the strategic direction of the Contract from time to time.
- 5.7. Quarterly Contract Review Meetings (QCRM) will be attended by:
 - 5.7.1. The Supplier's Centre Manager and the Authority's Contract Manager;
 - 5.7.2. The Authority's Delivery Manager or Area Manager and Home Office Immigration Enforcement Compliance Manager;
 - 5.7.3. The Authority's Senior Contract Manager and Contract Manager;
 - 5.7.4. Any such other persons as the parties may agree or the Authority shall reasonably require.
- 5.8. The purpose of the QCRM will be to discuss contractual matters including contractual change requests and key issues including but not limited to health and safety matters, movement statistics, regime overview and Performance Level statistics.
 - 5.8.1. The content of the QCRM report shall be agreed between the Parties during Implementation but shall include as a minimum the following:

Commercial Matters:

- ◆ REDACTED

Performance Evaluation:

◆ REDACTED

- 5.8.2. The Supplier shall produce a report detailing statistics on the previous quarter at least 2 working days in advance of the QCR Meeting.
- 5.8.3. The Supplier shall maintain a log of issues discussed at the QCRM including the progress of Change Requests and report to the Authority on new and continuing issues from inception to resolution, showing escalation as appropriate. The Supplier shall provide updates on any action plans and joint risk registers.
- 5.8.4. the Supplier will ensure the Authority has, at all times, an up-to-date and accurate copy of the Asset Register which shall be held on the Virtual Library in accordance with Schedule 38 (*Assets*)
- 5.9. The following summarises the minimum required contract management interaction at each level.

REDACTED			

6. ESCALATION

- 6.1. In the event of any queries, issues, complaints and/or mitigations relating to the performance of the Contract the following escalation process shall be adhered to prior to the utilisation of Schedule 23 (*Dispute Resolution Procedure*).

Operational issues

Level of Escalation (Level 3 = highest)	Authority's Key Representatives for Escalation	Supplier's Key Representatives for Escalation
	REDACTED	

Contractual issues

Level of Escalation (Level 3 = highest)	Authority's Key Representatives for Escalation	Supplier's Key Representatives for Escalation
	REDACTED	

Note: Level 3 is the highest contractual escalation point.

7. RISK MANAGEMENT

- 7.1. The Supplier and Authority shall work collaboratively to ensure that any risks in relation to Service provision are managed effectively to minimise potential impacts to the Authority's business and welfare of those in its' charge.
- 7.2. The Supplier shall adopt the Authority's approved processes, and documentation for managing and reporting contractual risks, including but not limited to:
 - 7.2.1. Proactively managing the identification and management of risks.
 - 7.2.2. Reporting risks to the Authority for inclusion in the Contract Risk Register, including an assessment of likelihood and impact of the risk and the likely effect should the risk materialise.
 - 7.2.3. Taking ownership of assigned risks to ensure that mitigations are put in place, and where required contingency plans are created and agreed with the Authority.
 - 7.2.4. Report to the Authority, at the agreed timescales upon any changes in the severity of the risks assigned, and immediately should there be material change in the risk.
 - 7.2.5. Participation in regular formal reviews of the Risk Register, which shall be a shared document maintained by the Authority.

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- 7.2.6. Participation in risk workshops as required.
- 7.2.7. Report any Modern Slavery risk.
- 7.3. The Supplier shall immediately report to the Authority any significant risks, along with an initial assessment. These risks shall include, but not be limited to:
 - 7.3.1. Significant risks affecting safety, or security.
 - 7.3.2. Significant risks to Detainee welfare or regime provision.
 - 7.3.3. Significant risks to Authority assets, or risks that could have a significant financial impact upon the Authority.
 - 7.3.4. Any risk associated with the contract that could expose the Authority to reputational damage, or publicity.
 - 7.3.5. Any risk associated with the Supplier, Sub-contractor, or wider Supplier Group (e.g. Parent Company) that could expose the Authority to reputational damage, or publicity.
 - 7.3.6. A significant change in the Supplier's financial standing which could impact the delivery of the Contract.
 - 7.3.7. Any other significant risk.
- 7.4. For any risk under paragraph 7.3 of this schedule, the Supplier shall formulate mitigation plans, and produce contingency plans for approval by the Authority with 5 days, or other timescale specified by the Authority.

8. EXECUTIVE OVERSIGHT BOARD (EOB)

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