

PENSION ADMINISTRATION SERVICES AGREEMENT

SCHEDULE 8.1

GOVERNANCE AND INTERNAL AUDITS

Version Control

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1.0	September 2017	Execution version

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GOVERNANCE AND INTERNAL AUDITS

1. **DEFINITIONS**

In this Schedule, the following definitions shall apply:

"Board"	the Project Board (Implementation), Service Management Board, Strategy Board and/or the Risk Committee;
"Executive Sponsor"	the Supplier's executive sponsor for this Agreement from time to time, being, at the Effective Date, the person identified as such in Schedule 9.2 (Key Personnel);
"Governance Manager"	the Supplier's governance manager for this Agreement from time to time, being, at the Effective Date, the person identified as such in Schedule 9.2 (Key Personnel);
"Head of Public Sector Pensions"	the Supplier's head of public sector pensions from time to time, being, at the Effective Date, the person identified as such in Schedule 9.2 (Key Personnel);
"Keep in Touch" or "KIT"	in the context of meetings and other contacts between the Parties, ad hoc meetings from time to time as required;
"Managing Director"	the Supplier's managing director for this Agreement from time to time, being, at the Effective Date, the person identified as such in Schedule 9.2 (Key Personnel);
"MI"	Management Information;
"Project Board (Implementation)"	the body described in Paragraph 2.4;
"Risk Committee"	the body described in Paragraph 2.9;
"Service Delivery Board"	the body described in Paragraph 2.7;
"Service Delivery Manager"	the Supplier's service delivery manager for this Agreement from time to time, being, at the Effective Date, the person identified as such in Schedule 9.2 (Key Personnel);
"Strategy Board"	the body described in Paragraph 2.6; and
"Working Group"	any of the bodies described as such in this Schedule 8.1 (Governance).

PART A: GOVERNANCE

2. **GOVERNANCE STRUCTURE**

- 2.1 The Governance Manager shall ensure that the Supplier complies with the requirements of the Agreement at all times, including the production of all supporting documentation to be discussed at each of the governance meetings. The Governance Manager will work closely with the Managing Director to ensure that all Agreement management MI is produced on a timely basis and shared with all relevant stakeholders, including but

not limited to all KPI/SPI and Service Credits MI that will be discussed at the monthly Service Delivery Board.

<REDACTED>

2.2 A three board structure, made up of a Strategy Board, Service Delivery Board and Risk Committee (together, the “**Boards**”) will be supported by a number of working groups that will consist of nominated representatives from both Parties, focused on specific workstreams and compliance requirements as outlined below:

2.3 The strategic direction for the management and administration of the RMSPS will be set at the quarterly Strategy Board. This will be road tested as part of an annual executive review to ensure the joint governance approach remains effective and is driving the right behaviours, within both the Authority and the Supplier, for the benefit of the Members.

Implementation Governance

2.4 The Project Board (Implementation) framework is detailed below. The Project Board (Implementation) will meet monthly throughout the Implementation period. The table below summarises the details of the Project Board (Implementation).

<REDACTED>	<REDACTED>

2.5 In addition to the monthly Project Board (Implementation), fortnightly project status reports will be issued.

Strategy Board

2.6 The Strategy Board framework is detailed below. The Strategy Board will meet quarterly following the Operational Service Commencement Date. Keep in Touch (“**KiT**”) meetings between the Authority and the Supplier will take place leading up to the each Board meeting. The table below summarises the details of the Strategy Board.

<REDACTED>	<REDACTED>

Service Delivery Board

2.7 The Service Delivery Board will review service and administration achievement for the previous month as well as to look forward to any expected or known challenges for the coming month. The Supplier will support Service Delivery Board meetings with the provision of comprehensive MI. The table under paragraph 2.6 below summarises the input and outputs of the Service Delivery Board.

2.8 The framework for the monthly Service Delivery Board is detailed below:

<REDACTED>	<REDACTED>
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<REDACTED>	<REDACTED>

2.9 The Service Delivery Board will meet on a monthly basis and shall report across all work streams from the Services and shall be the forum to highlight current risks and issues for consideration and resolution or potential escalation to the Risk Committee. It is intended that Service Delivery Board meetings will operate at a granular level and the Supplier shall look to involve the Service Delivery Manager for both the Supplier's Darlington and Sheffield teams. The Supplier shall participate in ad hoc discussions and/or meetings with the Authority as and when required.

2.10 Six individual working groups will be set up with representatives from both Parties and shall report back to the Strategy Board and Risk Committee on the agreed actions and mitigations that will ultimately be reported into the Service Delivery Board. The following working groups feed into the Service Delivery Board, covering the following:

2.10.1 Member Engagement Working Group

A regular meeting between the Supplier's Communication Consultant and their counterpart in the Authority to review progress against the Member Engagement Plan; assessing the effectiveness of previous campaigns and how this will influence future planned activities. It is intended that this shall provide a useful forum to discuss fresh initiatives and techniques that could be introduced to enhance the Member Engagement Strategy;

2.10.2 Finance Working Group

A regular meeting between the Supplier's Senior Finance Manager and their counterpart in the Authority to review performance of the finance function in terms of managing RMSPS finances within agreed tolerances and thresholds and planning resources on both sides to manage scheduled increases in workloads, in order to meet key milestones and regulatory reporting deadlines;

2.10.3 Technical Working Group

A meeting between the Supplier's Technical Manager and their counterpart in the Authority to consider the potential impact of possible changes in policy and legislation. It is intended that this shall provide a forum to agree responses to formal consultation documents and consider how technical issues or emerging issues can impact certain categories of members and how these should be communicated;

2.10.4 Operations Working Group

A regular meeting between the Supplier's Service Delivery Manager and their counterpart in the Authority to review the performance of the administration of the RMSPS in the previous reporting period against the agreed service standards, to agree the plan in the coming months and how the Parties will minimise the impact of any specific events and using all operational MI to identify any underlying trends and highlighting the steps being taken to deliver the continuous improvement strategy;

2.10.5 Change Working Group

An internal meeting to consider the impact of change to the administration services, whether legislative or operational, involving representatives from the areas that will be directly affected, to agree actions and owners for specific aspects of the overall plan

and how this will be reported to the Authority. Where the change is not covered within the agreed Services, the requirements will be agreed and documented in a formal Change Authorisation Notice by the Governance Manager; and

2.10.6 Contract Compliance Working Group

The Governance Manager is responsible for ensuring that the Services remain compliant with the requirements of all aspects of the Agreement at all times and that all relevant resources are managed to ensure that the appropriate standards and accreditations are maintained and can be evidenced. Internal Supplier meetings and meetings between the Supplier and the Authority will be called as required to meet associated deadlines.

Risk Committee

2.9 The Risk Committee will focus on emerging risks and mitigating actions. This Risk Committee is a separate board with its own terms of reference that feeds into the Strategy Board and Service Delivery Board to ensure that all risks and issues are being managed effectively. The framework for the Risk Committee is provided below:

<REDACTED>	<REDACTED>

2.10 The Risk Committee will be attended by the Head of Business Assurance, who is responsible for the Supplier’s internal audit function and is totally independent from the operation of the Services. The Head of Business Assurance sits on the Supplier’s risk and compliance committee, which is also attended by the Executive Sponsor, and reports directly to the Supplier group to ensure the appropriate controls are being adhered to. The Head of Business Assurance will work with the Authority to agree the Annual Audit Plan and associated activities.

2.11 The Risk Register shall be updated by the Supplier and submitted for review by the Risk Committee and otherwise as required by Clause 12.3 (*Records, Reports, Audits & Open Book Data*).

2.12 The Internal Audit Working Group and Security Accreditation Working Group feed into the Risk Committee. These working groups cover the following:

2.12.2 Internal Audit Working Group

A regular meeting between the Supplier’s Head of Business Assurance and the Authority Representative to discuss progress against the Annual Audit Plan, progress to close down any outstanding audit actions and to prioritise any emerging risks and issues that may come to light that require investigation, where specific terms of reference and scope can be agreed and added to the Annual Audit Plan;

2.12.3 Security Accreditation Working Group

The Governance Manager will undertake specific tasks to monitor all requirements relating to physical, IT and data security against the agreed standards, reporting back to the Authority on all activities required to maintain accreditation in-line with the requirements of the Agreement; and

2.12.4 Keep in Touch

To ensure that the Supplier maintain clear lines of communication with the Authority and in order to build healthy relationships, the Supplier will introduce KiT meetings to ensure that more day to day, ad hoc discussions take place in a regular pattern and format. These will, in turn, help form the content to be discussed at the various Boards' meetings to ensure that risks and issues have been considered jointly before each Board to help promote a collaborative approach to partnership working and ensure there can be more focused discussions and that decisions can be made at the meetings.

- 2.13 The Supplier will take an approach to governance in a way that will relieve some of the ownership burden from the Authority and by introducing a dedicated Governance Manager to implement the structure itself; it will facilitate the application of the Boards and the compliance against the Agreement.

3. **SUPPLIER PERSONNEL**

- 3.1 The Executive Sponsor has overall responsibility and accountability for the relationship with and be a senior point of contact and/or escalation for the Authority. The Executive Sponsor sits on the Supplier's Executive Leadership Team and is therefore in a position to ensure that the Authority is always represented at executive meetings and that it receives engagement from the right personnel at appropriate levels. The Executive Sponsor is also the Director for the Supplier's Public Sector Administration function and as such has the Authority to make all strategic decisions relating to the Services.

- 3.2 The Executive Sponsor is supported by the Managing Director for RMSPS, who will manage the relationship with the Authority and have ultimate day to day responsibility for all Services delivered to the Authority. The Managing Director for RMSPS will attend all governance meetings and will take ultimate responsibility for the delivery of actions that arise from them. The Head of Public Sector Pensions is responsible for the Supplier's Darlington office, which at the Effective Date will provide certain services in respect of RMSPS. The Governance Manager will act as secretary to the Boards, including liaising with the Authority to plan meetings and monitor actions. The Governance Manager will report directly into the Managing Director for RMSPS.

- 3.3 The structure diagram below details the roles and responsibilities for the Supplier team at the Effective Date and how the structure will change once the back office services have transferred across from the Supplier's Sheffield office in 2021.

BAU 2018 Team Structure:

<REDACTED>

BAU 2021 Team Structure:

<REDACTED>

4. **MANAGEMENT INFORMATION**

- 4.1 As well as providing information on performance against agreed KPIs/SPIs and Service Credits, the Supplier will include reporting on quality and accuracy measures, budgetary information, progress against agreed projects and developments, in addition to any other issues that the Authority requires. The Supplier will agree the specific content of the monthly MI during Implementation. MI provision will be reviewed on an ongoing basis so that it evolves with the Authority's requirements and reflects Good Industry Practice.

- 4.2 The Supplier will produce a detailed MI pack for consideration at the monthly Service Delivery Board. This report will be collated by the Governance Manager, with input from all workstreams and an overall summary to be provided by the Managing Director for

RMSPS. The content of this report will be discussed by the various work stream leads and their counterparts in the Authority at the relevant KiT meetings. The exception to the monthly reporting requirements is the provision of MI and Member Engagement Plan information specifically related to communications, which will be delivered on a quarterly basis (every third Service Delivery Board).

- 4.3 Additional MI will be reported on an ad hoc basis as appropriate and the Supplier will develop specific dashboards covering areas such as quality that will provide the Authority with a snapshot of the Supplier's performance of the Agreement in order to address any issues before they become a genuine risk. The Supplier will ensure that the MI suite, including relevant dashboards will evolve over the lifetime of the Agreement to ensure that information remains meaningful and concise and that the Supplier remains focused on matters of real importance to the Members and the Authority.
- 4.4 The Supplier will include some or all of the following qualitative reporting measures as an integral part of regular reporting and agendas of the Service Delivery Board and Risk Committee as appropriate (or as reasonably requested by the Authority):
 - 4.4.1 telephone survey results;
 - 4.4.2 online surveys;
 - 4.4.3 measurement and reporting on web-based activities undertaken by Members to assess the activities that are being undertaken online;
 - 4.4.4 Member comments/compliments/complaints;
 - 4.4.5 re-work reporting. The Supplier System incorporates re-work monitoring i.e. it records work that is found to be incorrect during the independent check and authorise regime (before it is issued);
 - 4.4.6 calculation spot-checking. The Supplier can parameterise the Supplier System to enforce 100% checking of calculations subject to qualifying criteria, and report on the results;
 - 4.4.7 details of staff training and competency levels; and
 - 4.4.8 interface data reporting i.e. reporting the quality of data contained in incoming data feeds, including the volume of data items that fail validation tests.
- 4.5 Quantitative items typically included in regular reporting by the Supplier include the following:
 - 4.5.1 regulatory compliance and reporting;
 - 4.5.2 work volumes and KPI attainment; and
 - 4.5.3 membership movement statistics.

5. **ANNUAL GOVERNANCE REPORTING AND ANNUAL EXECUTIVE REVIEW**

- 5.1 Within 6 weeks of the end of each Contract Year the Supplier will produce an Annual Governance Report detailing its performance against core elements of Services delivery, compliance and governance over that Contract Year in order to give the Authority comfort that the RMSPS is being administered in a professional and controlled manner. The report will include, as a minimum, all of the items detailed in requirement RCM6 in Schedule 2.1 (*Services Description*) and the Supplier will work with the Authority, through the Service Delivery Board with the aim of evolving the format of the report throughout the lifetime of Agreement.

- 5.2 Following delivery of the Annual Governance Report, the Executive Sponsor (for the Supplier) and the Director of Royal Mail Pensions (for the Authority) shall conduct an annual executive review of the Supplier's performance under the Agreement which shall include consideration of the Annual Governance Report. The review shall be attended by such additional persons considered by the Authority to be necessary for the review.

6. SUPPLIER AGREEMENT MATRIX

- 6.1 The Supplier agreement matrix will be provided to the Authority promptly following the Effective Date detailing the e-mail addresses and phone numbers of all Key Personnel and their roles and responsibilities. This will include out of hours contact details where appropriate and also alternate contact points and escalation paths. The Supplier agreement matrix will be owned by the RMSPS Governance Manager and will be updated to reflect any changes and will be reviewed on a quarterly basis.

7. RMSPS ADMINISTRATION MANUAL

- 7.1 The Supplier will create and maintain the RMSPS administration manual as a key deliverable for Implementation and ongoing administration. The RMSPS administration manual will detail all processes and information flows, ensuring there is a common understanding between the Supplier and the Authority. The RMSPS administration manual will formally document the inter-dependencies in the relationship and the respective responsibilities of each Party. The RMSPS administration manual will be available to the Authority as an electronic document and the Supplier will maintain it to reflect future RMSPS or regulation and legislation changes which will affect the Services. It will be a key responsibility of the Supplier staff working on the Agreement to ensure that relevant documentation is kept up to date, with a formal review of all manuals undertaken annually with the Service Delivery Manager and Technical Manager.

- 7.2 The register of instructions and policy decisions made by the Authority will be integral to the RMSPS administration manual. It will be the responsibility of the Governance Manager to log decisions made through the appropriate Board, applying version control.

8. BREACH MANAGEMENT

- 8.1 The Supplier will record and investigate any potential breach of statutory or regulatory requirements including under:

- 8.1.1 Data Protection Laws (the Information Commissioner – ICO);
- 8.1.2 Financial Services Markets Act 2000 (Financial Conduct Authority – FCA);
- 8.1.3 Money Laundering Regulations (Joint Money Laundering Steering Group – JMLSG);
- 8.1.4 Whistleblowing – Reporting Breaches of the Law (the Pensions Regulator – (“TPR”));
- 8.1.5 Pensions Act – Notifiable Events (TPR); and
- 8.1.6 Pensions Act – Disclosure of Information (TPR).

- 8.2 All Supplier staff are required to complete a compulsory breach awareness e-learning package on an annual basis, and this is supported by a ‘breach & incidents document library’ on a SharePoint reporting site. This site provides appropriate guidance to staff on the identification and logging of breaches within a 24 hour period of identification, and the site automatically generates an e-mail notification to designated ‘breach specialists’. These breach specialists act as SME’s across the Supplier in conjunction with the Supplier’s Risk and Compliance and Customer Relations Team. An

assessment is then undertaken to determine the nature and scale of the breach, and whether this needs to be further escalated and managed in accordance with the Supplier's Incident and Operational Loss Procedure. This includes determining whether the breach is formally reportable to the relevant regulatory body.

- 8.3 The Governance Manager will liaise with the Authority within a 24 hour period of the identification of an incident and provide a copy of the incident report and planned mitigating actions/timescales to ensure the process is effectively managed, and agreement with the Authority on actions to report (where necessary) to the relevant regulatory body. This is without prejudice to the other incident management provisions set out elsewhere in this Agreement.
- 8.4 A core component of the Supplier's breach framework is to ensure Root Cause Analysis ("RCA") is effectively undertaken to ensure corrective actions can be taken to minimise the risk of future occurrence and any lessons learnt considered. This includes any enhancements to the Supplier's internal control framework, and any actions will be formally tracked via the Risk Register at the Risk Committee. The monthly Risk Committee forum provides the designated governance forum to discuss any potential/actual breaches or incidents and this will form part of the standard 'Agenda' and reporting into this committee. The Supplier will actively promote an open and risk aware culture with the Authority to ensure key risks arising from any breaches are effectively managed to ensure there is no customer detriment to Members.
- 8.5 All Supplier staff have access to the Supplier's Intranet which contains detailed instructions of how to deal with such cases. As part of governance reporting into the Authority, standard reporting will be developed around complaints (including IDRP) and RCA. The Supplier has a comprehensive suite of interactive Computer Based Training modules that are compulsory for all staff including breaches, whistle blowing, data protection, information security, fraud awareness and complaints handling. All Supplier staff are required to complete a knowledge assessment and re-take annually to ensure appropriate knowledge and competency is maintained.

PART B: INTERNAL AUDIT REQUIREMENTS

9. INTERNAL AUDIT STRATEGY

- 9.1 Within 60 days of the Effective Date, the Supplier will implement an Internal Audit strategy for the delivery of the Agreement. This will be in accordance with the Public Sector Internal Audit Standards ("PSIAS"). The PSIAS replaced the Government Internal Audit Standards from 1 April 2013. In order to manage the process of agreeing, implementing and delivering the Audit Strategy ("AS") and Annual Audit Plans ("AAP"), the Supplier will use an Assurance Framework ("AF") to work with the Authority in delivering the AS and AAP.
- 9.2 Group Internal Audit ("GIA") is part of the wider Supplier plc, which derives its authority from the Terms of Reference ("TOR") of the Supplier Group Audit and Risk Committee. GIA is led by the Director of GIA with an Audit Team and Governance/Quality Assurance function that includes a mix of financial services experience and a wide range of qualifications including audit and accountancy. GIA is independent and sits outside of the operational management structure of the Supplier. The overall Director of GIA, Clive Smith (CMIIA), has an independent reporting line to the Chairman of the Group Audit and Risk Committee. GIA is authorised to allocate resources, set frequencies, areas and scopes of review, apply tools and techniques, and to obtain the necessary assistance and specialised services within or outside the Supplier, to accomplish review objectives. GIA follows a standard risk-based controls-focussed internal audit approach which is documented in the GIA manual. This approach is compliant with the Chartered Institute of Internal Auditors standards and GIA is externally assessed against these standards at least every five years. All outputs are released under the Supplier's GIA management direction, control, and supervision.

- 9.3 The AS will clearly define engagement and reporting requirements to the Authority and agreement of the AAP, individual assignments via detailed TOR and subsequent audit reports produced. This will include reporting mechanisms to track the status of agreed audit actions and internal escalation mechanisms within the Supplier through to the Risk Committee forum and the Group Audit and Risk Committee.
- 9.4 In accordance with Services requirements, GIA will issue an annual assurance statement as at 31 March each year on its opinion of the adequacy of risk, control and governance processes exercised by the Supplier's management team over the systems and processes used to administer the Agreement. The results of GIA assignments within the agreed audit plan and the status of remedial actions taken by the Supplier management team against agreed audit actions will underpin the preparation of the annual assurance statement. GIA will produce a timetable for sharing the document with the Authority and it will be agreed as part of the production of the AAP, which will take place during September/October each year.
- 9.5 The provisions of this paragraph 9 (Internal Audit Strategy) and paragraphs 10 to 14 are in addition to, and without prejudice to, the Supplier's other obligations with respect to audit set out elsewhere in this Agreement.

10. **ANNUAL AUDIT PLAN**

- 10.1 In accordance with GIA methodology, an audit universe of RMSPS processes will be maintained. No later than the end of the initial calendar year of the Term and subsequently on an annual basis GIA will risk assess the audit universe in conjunction with the Authority. This risk assessment, and associated discussions with the Authority and the Supplier management team, will be combined and a draft AAP for the following year produced. This will be circulated for comment to the key stakeholders and, once approved by both the Supplier's management team, the Supplier's Group Audit and Risk Committee and the Authority, will form part of the Supplier's Group Internal Audit Plan for the following year. A memorandum of understanding will also be in place for producing and agreeing TOR/reports and sharing/reviewing with/by the Authority's Representative.
- 10.2 At the start of each year, the Supplier will agree a programme of audit specific quarterly KiT meetings to facilitate the operation of the AS and risk based AAP. The Supplier will facilitate meetings to discuss the scope of audit work and obtain input from the Authority as to the focus of forthcoming audits. All terms of reference and audit reports will be provided to the Authority for comment and review prior to finalisation.
- 10.3 All AAP activity and interaction will be tracked as part of the quarterly reporting process. A progress report in a format agreed with the Authority will include:
- 10.3.1 a list of assignment areas;
 - 10.3.2 the agreed quarter scheduling for each assignment;
 - 10.3.3 the assignment status (Not in progress / TOR / Fieldwork / Draft / Review / Complete);
 - 10.3.4 general report on the audit process over the previous period, detailing areas of interest and benefits resulting from audit work, and highlighting areas of concern or risks that potentially could lead to discussions about variations to the plan; and
 - 10.3.5 a listing of current (open) audit actions and those closed in the preceding month will be presented at the KiT meetings.
- 10.4 Any proposed amendments to the approved AAP will only be formally agreed once approval has been agreed with the Authority in writing.

11. REVIEW AND DEVELOPMENT

- 11.1 The Supplier understands the need to continually review and develop the AS and AAP and will therefore ensure that ongoing compliance with the Public Sector Internal Audit Standards is maintained. This will be achieved through the mechanism of quarterly KiT meetings to discuss progress against the AAP. Dates for each quarterly meeting will be agreed at the start of each calendar year. The purpose of the KiT meetings is to discuss AAP, any issues arising, plan variations, status of remedial actions and updates in the period impacting on the AS.

12. AUDIT AGENTS

- 12.1 The Supplier will support the Audit Agents in undertaking any review and evaluation of GIA services provided, or any agreed reviews of the administration of the RMSPS. This will include nominated points of contact to arrange/facilitate access to Supplier staff, systems, data and information on a timely basis in accordance with timescales agreed within the AAP. All GIA outputs i.e. audit TORs and Reports will be shared with the Authority's agent auditors (as approved by the Authority) to ensure a collaborative assurance model is achieved for the RMSPS administration.

13. REPORTING

- 13.1 The Supplier will provide a formal progress report via email to the Authority at quarterly intervals to align with KiT meetings. All reporting will be in accordance with the governance arrangements, which will be agreed with the Authority and operated under the AF. Documented evidence will serve to create an audit trail of activity undertaken throughout the year. A progress report in a format agreed with the Authority will include:

13.1.1 a list of assignment areas;

13.1.2 the agreed quarter scheduling for each assignment;

13.1.3 the assignment status (Not in progress / TOR / Fieldwork / Draft / Review / Complete);

13.1.4 general report on the audit process over the previous period, detailing areas of interest and benefits resulting from audit work, and highlighting areas of concern or risks that potentially could lead to discussions about variations to the AAP; and

13.1.5 a listing of current (open) audit actions and those closed in the preceding month will be presented at the KiT meetings.

- 13.2 Reporting will specifically include references to key deliverables and outcomes specified in the AS and AAP. These items will be agreed with the Authority as part of the operation of the AF. Considerable focus will be placed on mitigation of risks and deficiencies, in turn delivering service improvement to Members in accordance with clause 8 of the Agreement (Service Improvement).

14. EVOLUTION OF AS

- 14.1 The Supplier recognises the need for the AS to be flexible and continually evolving to ensure a resilient assurance model is delivered to the Authority throughout the Agreement. This is inclusive of regulatory/legislative changes, specific lessons learnt through delivery of the Agreement, capture of any changes to the Agreement and sharing best practice based on GIA knowledge and expertise from other pension administration schemes. As part of the AAP cycle, the Supplier will meet with the Authority and the Audit Agents to discuss any significant changes in audit methodologies, respond to the outcomes of implementation and discuss any significant concerns regarding the running of the Agreement and ensure these are reflected in the

AS. GIA will formally review the AS at annual intervals and ensure it is formally ratified in conjunction with the AAP by senior Supplier and Authority stakeholders.

15. GENERAL GOVERNANCE PROVISIONS

- 15.1 In the event that either Party wishes to replace any of its appointed Board attendees, 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.

Meetings

- 15.2 Each Party shall ensure that its Board members shall make all reasonable efforts to attend Board meetings at which that member's attendance is required. If any member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

15.2.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

15.2.2 that he/she is debriefed by such delegate after the Board meeting.

- 15.3 A chairperson shall be appointed by the Authority for each Board. The chairperson shall be responsible for:

15.3.1 scheduling Board meetings;

15.3.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;

15.3.3 chairing the Board meetings;

15.3.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;

15.3.5 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

15.3.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

- 15.4 Board meetings shall be quorate as long as at least two representatives from each Party are present.

- 15.5 The Parties shall ensure, as far as reasonably practicable, that all Boards/Committees 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.

- 15.6 The Supplier shall use all reasonable endeavours to provide information requested of it in relation to a Board meeting within five (5) Working Days.

ANNEX 1

FORM OF RISK REGISTER

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	Col 7
Risk No.	Risk description	Timing	Likelihood	Impact	Mitigation description	Owner