Ministry of Defence

Contract Number: 701478374

PROJECT SOCIETAS

SCHEDULE 7.1

GOVERNANCE

PART A: INTRODUCTION

1 OVERVIEW

1.1 This Schedule describes the structures, roles and responsibilities, and assurance processes relating to formal and ad-hoc decision making and performance oversight in the Contract and any Over and Above Tasking.

1.2 **Operational Management**: The Contractor will be responsible for delivering the Contractor Deliverables. The Contractor shall appoint a Lead Industry Partner who will be a member of the JEWOSC Command Group leading the organisation collectively with the Director JEWOSC and the senior management team, setting the JEWOSC direction, vision, priorities and a modernisation strategy. The Lead Industry Partner will also be a member of the JEWOSC Management Board and the Joint Business Agreement Review Board. The roles of the JEWOSC Command Group, the JEWOSC Management Board and the Joint Business Agreement Review Board are described in Part B (Operational Management) of this Schedule. Review of quarterly Performance Reports provided in accordance with Condition 2 of Schedule 2.2 (Performance and Collaboration), and progress against Contractor Deliverables will take place at the JEWOSC Management Board in accordance with Part B Condition 3.1 of this Schedule 7.1.

1.3 **Contract governance:** Review of contract performance will take place quarterly at the Contract Review Board. Part C (Contract governance) of this Schedule sets out the contract governance arrangements.

1.4 The operational management and governance arrangements shall be a forum for cooperation between the Authority and the Contractor and shall operate to:

(a) support each Party to discharge its obligations and responsibilities effectively;

(b) support, engender trust and positive working relationships between the Contractor and the Authority;

(c) support the sharing of good quality information and proposals between the Contractor and the Authority.

1.5 For the avoidance of doubt, the operational management and governance arrangements shall in no way limit or qualify the obligations of the Contractor to deliver the Contractor Deliverables.

1.6 A schematic diagram of the governance arrangements is contained at Annex 1 (Governance Schematic) of this Schedule.

PART B: OPERATIONAL MANAGEMENT

1 MANAGEMENT OF THE SERVICES

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

1.2 The Contractor shall appoint a senior member of staff (referred to as the Lead Industry Partner) for the purposes of this Contract, who shall be responsible for the delivery of the Contractor Deliverables and the Contractor's performance on a day-to-day basis.

1.3 The Lead Industry Partner will be a member of the JEWOSC Command Group leading the organisation collectively with the Director JEWOSC and the senior management team, setting the JEWOSC direction, vision, priorities and modernisation strategy and shall attend the operational management and contractual governance meetings set out in this Schedule.

1.4 At the Effective Date of Contract, the Contractor shall appoint the person identified in their solution at Schedule 4.1 (Contractor Solution) as the Lead Industry Partner. The Contractor shall be entitled to replace the Lead Industry Partner in the event that they have resigned from office and written notice of such replacement shall be sent to the Authority within twenty (20) Business Days of the replacement. The Contractor shall provide an interim representative to ensure the obligations with respect to the Lead Industry Partner set out in this Schedule 7.1 are met during the period of replacement. Any such interim representative must comply with the requirements of this Schedule 7.1.

1.5 The Lead Industry Partner, and any Contractor personnel invited to attend the operational management (or governance) boards shall hold Developed Vetting clearance unless otherwise agreed by the Authority.

1.6 The Contractor may appoint a person to act as an alternate to its Lead Industry Partner, and may revoke any such appointment, provided that written notice of such alternative or revocation shall be sent to the Authority within twenty (20) Business Days of the alternative appointment or revocation or before the next operational management (or governance) meeting, whichever is the sooner. Any such alternative must comply with the requirements of this Schedule 7.1.

1.7 The Authority may in its sole discretion, acting reasonably, require the Lead Industry Partner appointed by the Contractor to be replaced by giving written notice to the Contractor stating when they shall be removed. On receipt of such notice the Contractor shall replace the Lead Industry Partner as soon as practical.

1.8 The Contractor shall ensure that the Lead Industry Partner and where appropriate their alternate, is appropriately empowered to make relevant decisions on behalf of the Contractor in relation to the Contract.

1.9 The roles and responsibilities of the Lead Industry Partner are set out at Annex 2 (Lead Industry Partner) to this Schedule.

1.10 Unless stated otherwise, the Authority is responsible for providing a secretariat and taking minutes of boards.

2 THE JEWOSC COMMAND GROUP

2.1 The functions of the JEWOSC Command Group shall include:

(a) setting the JEWOSC direction, vision, priorities and modernisation strategy;

(b) providing direction and guidance to Commander Heads and Department Heads;

(c) reviewing activities and performance: reviewing the previous week's achievements and the objectives for the week ahead;

(d) personnel management;

(e) agreeing new and reviewing task progress to ensure that deadlines are achieved;

(f) management of risk, issues and opportunities that affect output and personnel.

2.2 Unless agreed otherwise between the Parties in writing, such agreement not to be unreasonably withheld or delayed, the composition of the JEWOSC Command Group shall be:

Attendees
Director JEWOSC: Chair
Lead Industry Partner
Officer Commanding Operations
Office Commanding Support
Chief of Staff JEWOSC
JEWOSC Warrant Officer
JEWOSC SO2 Capability Change/Plans

2.3 Unless agreed otherwise between the Parties, in writing, such agreement not to be unreasonable withheld or delayed, the Contractor representatives on the JEWOSC Command Group shall be of [seniority level to be determined during tender negotiations].

Frequency and location of meetings

2.4 The JEWOSC Command Group shall hold two (2) weekly meetings, the JEWOSC Command Group meeting and the JEWOSC Executives meeting, a meeting between the JEWOSC Command Group and the Department Heads.

2.5 Meetings of the JEWOSC Command Group shall take place at such locations as the Director JEWOSC may notify the JEWOSC Command Group from time to time.

Decisions

2.6 Where the Command Group cannot reach agreement on any issues within its mandate, the Director JEWOSC shall make the determination.

2.7 Subject to the above provisions, the JEWOSC Command Group may otherwise regulate the conduct of its meetings as it considers appropriate.

3 JEWOSC MANAGEMENT BOARD

3.1 The functions of the JEWOSC Management Board shall include:

(a) the review of performance against in-year delivery plans;

(b) consider and agree the Contractor's performance against the Key Performance Indicators set out in Schedule 2.2 (Performance and Collaboration), and in delivering the Milestones set out in Condition 5 of Schedule 6.1 (Pricing and Payment);

(c) the management of organisational risks;

(d) the review of the JEWOSC's priorities;

(e) organisational planning;

(f) review of the three (3) month outlook;

(g) review of performance against the JEWOSC's long term plan.

3.2 Unless agreed otherwise between the Parties in writing, such agreement not to be unreasonably withheld or delayed, the composition of the JEWOSC Management Board shall be:

Attendees
Chief of Staff JEWOSC: Chair
Lead Industry Partner
Director JEWOSC
Officer Commanding Operations
Office Commanding Support
JEWOSC Warrant Officer
Item briefers (Authority and Contractor), as required

3.3 Unless agreed otherwise between the Parties, in writing, such agreement not to be unreasonable withheld or delayed, the Contractor representatives on the JEWOSC Management Board shall be of [seniority level to be determined during tender negotiations].

3.4 **Frequency and location of meetings**

3.5 The JEWOSC Management Board shall meet on a monthly basis.

3.6 Meetings of the JEWOSC Management Board shall take place at such locations as the Director JEWOSC may notify the JEWOSC Management Board from time to time.

Decisions

3.7 Where the JEWOSC Management Board cannot reach agreement on any issues within its mandate, the Director JEWOSC shall make the determination.

3.8 Subject to the above provisions, the JEWOSC Management Board may otherwise regulate the conduct of its meetings as it considers appropriate.

Ad hoc JEWOSC Management Board meetings

3.9 Any member of the JEWOSC Management Board may request that the chair calls an ad hoc meeting by making such request in writing and providing the chair with the reasons for the proposed ad hoc meeting.

3.10 Ad hoc meetings shall only be called in the following circumstances:

(a) where the chair or Director JEWOSC considers it necessary to address matters requiring urgent consideration; or

(b) where both Parties agree that such a meeting should be held.

3.11 If it is determined by the chair or Director JEWOSC, in their sole discretion, that an ad hoc meeting should be held, the meeting shall take place within five (5) Business Days at the chair's or Director JEWOSC's determination, having regard to the gravity and urgency of the issues to be discussed.

4 JOINT BUSINESS AGREEMENT REVIEW BOARDS

4.1 The functions of the JEWOSC Joint Business Agreement Review Boards shall include:

(a) the review of the Joint Business Agreements with the Front Line Commands, to agree programmatic priorities and responsibilities for Electronic Warfare support to their platforms;

(b) discussion of the JEWOSC's, operations, priorities and transformation initiatives;

(c) a forum for the provision of feedback on the provision to supported platforms of Mission Data products and associated Electronic Warfare Operational (EWOS) services.

4.2 Unless agreed otherwise between the Parties in writing, such agreement not to be unreasonably withheld or delayed, the composition of the JEWOSC Joint Business Agreement Review Boards shall be:

Attendees
Director JEWOSC: Chair
Lead Industry Partner
Officer Commanding Operations
Office Commanding Support
Chief of Staff JEWOSC

Attendees
JEWOSC Department Leads
Front Line Command Representatives

4.3 Unless agreed otherwise between the Parties, in writing, such agreement not to be unreasonable withheld or delayed, the Contractor representatives on the JEWOSC Joint Business Agreement Review Boards shall be of [seniority level to be determined during tender negotiations].

4.4 **Frequency and location of meetings**

4.5 The JEWOSC Joint Business Agreement Review Boards shall meet on an annual basis.

4.6 Meetings of the JEWOSC Joint Business Agreement Review Boards shall take place at such locations as the Director JEWOSC may notify the JEWOSC Joint Business Agreement Review Boards from time to time.

Outcome of the Joint Business Review Boards

4.7 Each Joint Business Review Board shall lead to the publication of a formal agreement of the systems and services in scope of the Joint Business Agreement which shall be agreed between Director JEWOSC on behalf of the JEWOSC and the respective Front Line Command heads of mission data and electronic warfare.

Responsibilities in relation to the Joint Business Agreement Review Board meetings

4.8 Not less than five (5) Business Days before the Joint Business Agreement Review Board meetings the board secretariat shall provide members with the relevant board papers.

PART C: CONTRACT GOVERNANCE

1 CONTRACT REVIEW BOARD

1.1 The functions of the Contract Review Board shall include:

(a) senior oversight of the operational relationship between the Parties;

(b) review the Contractor's performance in delivering the Contractor Deliverables including the social value requirements;

(c) review the Contractor's performance against the Key Performance Indicators set out in Schedule 2.2 (Performance and Collaboration), and in delivering the Milestone Deliverables set out in Condition 5 of Schedule 6.1 (Pricing and Payment);

(d) discussing the Contractor's ongoing performance against the Collaboration Requirements set out in in Table 2, Part B of Schedule 2.2 (Performance and Collaboration), including discussing the outcome of the Collaboration Review every three (3) months, as set out at Condition 9 of Part B of Schedule 2.2 (Performance and Collaboration);

(e) discussing any health and safety issues or concerns in relation to the delivery of the Services;

(f) consider in good faith any risks, issues and/or disputes in relation to the Services which have been referred from the Command Group.

1.2 Unless agreed otherwise between the Parties in writing, such agreement not to be unreasonably withheld or delayed, the composition of the Contract Review Board shall be:

Attendees
Project Manager: Chair
[Authority 1*]
[Contractor 1* equivalent]
Director JEWOSC
Lead Industry Partner
Authority Commercial Branch

1.3 Unless agreed otherwise between the Parties, in writing, such agreement not to be unreasonable withheld or delayed, the Contractor representatives on the JEWOSC Contract Review Board shall be of [seniority level to be determined during tender negotiations].

Frequency and location of meetings

1.4 The Contract Review Board shall meet on a quarterly basis.

1.5 Meetings of the Contract Review Board shall take place at such locations as the Project Manager may notify the Contract Review Board from time to time.

Quorum

1.6 No business shall be transacted at any meeting of the Contract Review Board unless the following persons are present: Director JEWOSC and JEWOSC Business Manager/Project Manager and equivalent Industry representative.

Decisions

1.7 Where the Contract Review Board cannot reach agreement on any issues with its mandate, Commander JCG shall make the determination.

1.8 Subject to the above provisions, the Contract Review Board may otherwise regulate the conduct of its meetings as it considers appropriate.

ANNEX 1: GOVERNANCE SCHEMATIC

Governance forums	Joint Business Agreement Review Boards (Annually)	Contract Review Board (Quarterly)
Strategic and management oversight	JEWOSC Management Board (Monthly)	
Day-to-day operational management	JEWOSC Command Group meeting (Weekly)	JEWOSC Executives meeting (Weekly)

ANNEX 2: LEAD INDUSTRY PARTNER

1 OVERVIEW

1.1 The Lead Industry Partner shall be appointed by the Contractor and shall be a member of the Command Group. Unless agreed otherwise between the Parties in writing, the Lead Industry Partner shall be [seniority level to be determined during tender negotiations].

2 ROLES AND RESPONSIBILITIES OF THE LEAD INDUSTRY PARTNER

2.1 The Lead Industry Partner shall:

Operational management

(a) be responsible for delivery of the Contractor Deliverables and the Contractor's performance on a day-to-day basis;

(b) be responsible for the people leadership, training and pastoral activities of the Contractor's workforce;

(c) be responsible for developing and maintaining a collaborative working relationship between the Parties;

(d) be appropriately empowered to make relevant decisions on behalf of the Contractor in relation to the Contract;

(e) as a member of the Command Group, collectively with the Director JEWOSC and the senior management team, be responsible for leading the JEWOSC, setting the JEWOSC direction, vision, priorities and modernisation strategy;

(f) as a member of the Command Group and shall attend the:

(i) weekly Command Group and JEWOSC Executive meetings;

(ii) monthly JEWOSC Management Board;

(iii) annual Joint Business Agreement Review Board;

(g) support the JEWOSC in pan-Defence Intelligence and pan-Government discussions;

Governance

(h) be a member of the Contract Review Board;

(i) be the initial Contractor point for discussion with the Director JEWOSC in relation to any potential disputes between the Authority and the Contractor in the provision of the Contractor Deliverables.