

SCHEDULE 8.1

GOVERNANCE

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1 GENERAL PRINCIPLES

- 1.1 The Parties agree to finalise a governance framework within 30 days of the Operational Services Commencement Date. Such governance framework will include the elements set out in this Schedule.

2 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Management Groups" the HDAS Delivery Board and any other group as may be agreed between the Parties from time to time;

"HDAS SCO" the role described in Paragraph 5 of Schedule 8.1 (Governance)

"HDAS Delivery Board" the body described in Paragraph 6 of Schedule 8.1 (Governance);

"HDAS Sub-groups" the bodies described in Paragraph 7 of Schedule 8.1 (Governance);

3 MANAGEMENT OF THE SERVICES

- 3.1 The Supplier and the Authority shall each appoint delivery managers for the purposes of this Agreement through whom the Services shall be managed day-to-day and each shall notify the other of the identity of its delivery managers.
- 3.2 Each Party shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Schedule 8.1 can be fully realised.

4 MANAGEMENT GROUPS

Establishment and structure of the Management Groups

- 4.1 In relation to each Management Group, the:
- (a) Authority Management Group members;
 - (b) Supplier Management Group members;
 - (c) frequency that the Management Group shall meet;
 - (d) location of the Management Group's meetings; and
 - (e) planned start date by which the Management Group shall be established,
- shall be agreed by the Parties within thirty (30) days of the Operational Services Commencement Date or thirty (30) days after the date that CV107

is signed where a new Management Group is created as part of CV107 and may be changed by agreement from time to time.

- 4.2 If either Party wishes to replace any of its appointed Management Group 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 Management Group member has at all times a counterpart Supplier Management Group member of equivalent seniority and expertise.
- 4.3 Temporary boards may be introduced throughout the life of this Agreement as the need arises to cover any needs identified during the contract term. The establishment, structure and meeting of such boards will be in accordance with Paragraphs 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 of this Schedule 8.1 (Governance).

Management Group meetings

- 4.4 Each Party shall ensure that its Management Group members shall make all reasonable efforts to attend Management Group meetings at which that Management Group member's attendance is required. If any Management Group member is not able to attend a Management Group meeting, that person shall use all reasonable endeavours to ensure that:
 - (a) a delegate attends the relevant Management Group 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 Management Group Meeting.
- 4.5 Unless agreed otherwise between both Parties, a chairperson shall be appointed by the Authority for each Management Group. The chairperson shall be responsible for:
 - (a) scheduling Management Group meetings;
 - (b) setting the agenda for Management Group meetings and circulating to all attendees in advance of such meeting;
 - (c) chairing the Management Group meetings;
 - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Management Group meetings;
 - (e) ensuring that minutes for Management Group meetings are recorded and disseminated electronically to the appropriate persons and to all Management Group meeting participants within seven (7) Working Days after the Management Group meeting; and
 - (f) facilitating the process or procedure by which any decision agreed at any Management Group meeting is given effect in the appropriate manner.
- 4.6 Management Group meetings shall be quorate as long as at least two (2) representatives from each Party are present.

- 4.7 The Parties shall ensure, as far as reasonably practicable, that all Management Groups shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Management Group members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

5 ROLE OF DWP HDAS Senior Contract Owner (SCO)

- 5.1 DWP HDAS Senior Contract Owner shall:
- (a) be the Head of the business area where a contract is held
 - (b) be accountable for the successful delivery and financial management of the contract
 - (c) provide senior level guidance, leadership and strategy for the overall delivery of the Agreement; and,
 - (d) be the point of escalation from the Delivery Board.

6 ROLE OF THE HDAS DELIVERY BOARD

The HDAS Delivery Board shall be a forum, responsible for executive level decision making, to ensure HDAS contract is successfully delivered by:

- i. agreeing the integrated plan for delivery;
- ii. receive and review reports on performance of the Services against the provisions of Schedule 2.2 (Performance Levels) 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;
- iii. reviewing progress against critical milestones in the integrated plan;
- iv. setting priorities and direction for subject-specific sub-groups based on management information and data received;
- v. resolving any issues or risks escalated by sub-groups;
- vi. reviewing on a monthly basis areas of performance that are covered by the service levels and service credits, assessing the facts relating to any underperformance and considering mitigation and escalating (as necessary) via relevant commercial governance routes;
- vii. delegating, with decision making powers as appropriate, through sub-groups;
- viii. deal with the prioritisation of resources, authorise the commissioning and initiation of, and assess opportunities for, Additional Services;
- ix. 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 HDAS SRO; and
- x. develop operational/Supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

7 ROLE OF SUB-GROUPS

- a. Subject-specific sub-groups shall be the forum where members from the Supplier, the Authority and in some cases the Authority's IT Supplier come together to:
 - i. monitor and deliver key projects and initiatives;
 - ii. identify risks and issues within the HDAS sub-groups;
 - iii. agree the prioritisation of work; and
 - iv. identify and agree any items requiring escalation to the HDAS Delivery Board.
- b. The Authority and the Supplier will agree the number and the remit sub-groups, which may change from time to time.
- c. Each sub-group will have a chair and a co-chair, which will be agreed by the Authority and the Supplier.

8 CONTRACT MANAGEMENT MECHANISMS

- a. Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- b. The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - i. the identification and management of risks;
 - ii. the identification and management of issues; and
 - iii. monitoring and controlling project plans.
- c. The Supplier and the Authority shall maintain a joint risks and issues register and review it on a regular basis at a joint meeting. The frequency of these joint meeting shall be agreed between the Authority and the Supplier.

9 ANNUAL REVIEW

- a. An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- b. The meetings shall be attended by the senior representatives of the Supplier and of the Authority and any other persons considered by the Authority necessary for the review.