

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 15

GOVERNANCE

for Contract Number DCNS/080

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## **CONSOLIDATED SCHEDULE 15**

### **GOVERNANCE**

This Consolidated Schedule provides a consolidated version of the requirements of Schedule 6.1 (*Governance*) of the Call-Off Terms, Appendix 12 to the Call Off-Form, and the Customer Authority's special terms relating to governance.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

#### **1 INTRODUCTION**

**1.1** This Consolidated Schedule sets out the bodies and procedures through which the Parties will exercise governance of this Consolidated Contract and shall participate in the governance of the Service Delivery Supply Chain of which this Consolidated Contract forms a part.

**1.2** In particular, this Consolidated Schedule sets out:

- 1.2.1** the Contractor's obligation to participate in governance and the general aims of the governance arrangements (see Paragraph 2 below);
- 1.2.2** an overview of the governance structures for this Consolidated Contract and the Service Delivery Supply Chain (see Paragraph 3 below);
- 1.2.3** provisions applying generally to the governance arrangements (see Paragraph 4 below);
- 1.2.4** details of the Governance Boards governing this Consolidated Contract (being the Consolidated Contract Boards) (see Paragraph 5) below; and
- 1.2.5** details of the Supply Chain Operations Board governing the Service Delivery Supply Chain (see Paragraph 6 below).

#### **2 GENERAL PRINCIPLES AND AIMS**

**2.1** The Contractor shall participate fully in the governance structures described in this Consolidated Schedule and any sub-committees and working groups established by the Supply Chain Operations Board or any other Governance Board with a view to:

- 2.1.1** ensuring the effective and efficient delivery of the Services;
- 2.1.2** supporting the effective and efficient delivery of the Service Delivery Supply Chain;
- 2.1.3** promoting the delivery of best value for money to the Customer Authority throughout the Term, including through the leveraging of the provisions set out in this Consolidated Contract;
- 2.1.4** promoting key stakeholder representation and involvement; and
- 2.1.5** facilitating effective decision making.

#### **3 GOVERNANCE STRUCTURES**

**3.1** The Parties shall exercise governance of this Consolidated Contract through the following Governance Boards:

- 3.1.1 the Service Operations Board, which is described in more detail in Paragraph 5.1 below;
- 3.1.2 the Implementation Board, which is described in more detail in Paragraph 5.2 below; and
- 3.1.3 the Service Review Board, which is described in more detail in Paragraph 5.3 below,

(together, the “**Consolidated Contract Boards**”).

- 3.2 The Parties shall participate in the governance of the Service Delivery Supply Chain through the Supply Chain Operations Board and any sub-committees and working groups established by the Supply Chain Operations Board, which is described in more detail in Paragraph 6 below.
- 3.3 In addition to the Contractor’s participation in the Governance Boards, the Customer Authority shall, at its sole discretion, be entitled to require the Contractor (at no additional cost) to provide appropriately qualified Contractor representatives who are familiar with the provision of the Services to provide presentations to, and participate at, other governance boards of the Customer Authority and relevant cross-Government governance boards up to a maximum of four (4) times a year and to address any follow-up actions placed on the Contractor at any such meetings (including providing feedback to the Customer Authority on any such proposed actions). The Contractor shall comply with any such requirement upon being given no less than ten (10) Working Days’ prior notice to do so.

## 4 GENERAL CONTRACT GOVERNANCE

### 4.1 General Principles

- 4.1.1 The general principles set out in this Paragraph 4.1 apply to the governance of this Consolidated Contract through this Consolidated Contract Boards and the Supply Chain Operations Board.
- 4.1.2 At the Customer Authority’s discretion, the Framework Authority may be represented on, or representatives of the Framework Authority may attend particular meetings of, any Governance Board.
- 4.1.3 The Contractor and the Customer Authority shall each appoint a service manager (each a “**Service Manager**” and together, the “**Service Managers**”).
- 4.1.4 The Services shall be managed at the day-to-day level through the Contractor’s Service Manager and the Customer Authority’s Service Manager.
- 4.1.5 The Contractor shall make appropriate resources available on a regular basis such that the aims, objectives and specific provisions of this Consolidated Contract can be fully realised.
- 4.1.6 Without prejudice to Clauses 26.7 to 26.15 (*Key Personnel*) of this Consolidated Contract, the Contractor may not replace any Board Member on any Governance Board without first notifying the Customer Authority in writing of the proposed change and obtaining the Customer Authority’s prior agreement (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing, the Contractor shall ensure that there will be at all times, for each Customer Authority’s

Board Member, a counterpart Contractor's Board Member of equivalent seniority and expertise.

4.1.7 The Customer Authority may set up one or more working groups that report to a Consolidated Contract Board. Each of such working groups shall have defined remits and shall meet and report back to, the relevant Consolidated Contract Board at the frequencies defined by the Customer Authority.

4.1.8 Each Party shall ensure that:

- (i) each of its Board Members attend Governance Board meetings at which that Board Member's attendance is required; or
- (ii) if any Board Member is not able to attend a Governance Board meeting, that Board Member shall use all reasonable endeavours to ensure that:
  - (a) a delegate of appropriate seniority, and with sufficient authority to enable the relevant Governance Board to function in the same manner as if the Board Member had been able to attend the relevant Governance Board meeting, attends the relevant Governance Board meeting in that Board Member's place and such delegate is properly briefed and prepared; and
  - (b) such delegate debriefs such Board Member after the relevant Governance Board meeting.

4.1.9 The Contractor shall use its best endeavours to ensure that its Board Members attend all Governance Board meetings at which such Board Members' attendance is required, so that a delegate for each such Board Member is only appointed in exceptional circumstances.

4.1.10 The Customer Authority shall appoint a chairperson for each Governance Board (each, a "**Chairperson**"). The Chairperson appointed by the Customer Authority for each Governance Board as at the Contract Date is shown in Paragraphs 5 and 6 below.

4.1.11 Unless otherwise specified by the Customer Authority, the meetings of each Governance Board shall take place at the Customer Authority's premises in Corsham. In specifying any other location for such meetings, the Customer Authority may liaise with the Contractor to determine a suitable location for such meetings.

4.1.12 The Contractor shall be responsible for:

- (i) in all cases in respect of each Consolidated Contract Board meeting and as required from time to time by the Customer Authority in respect of any Supply Chain Operations Board meeting, reviewing the agenda that has been prepared by the Customer Authority, and providing comments on any such agenda, if required;
- (ii) at least five (5) Working Days prior to each Governance Board meeting, notifying the Customer Authority of the Contractor's individual attendees for the relevant Governance Board meeting;
- (iii) reviewing the progress of any follow-up tasks and activities agreed to be carried out by the Contractor following the Governance Board meetings;

- (iv) distributing any materials or inputs generated by the Contractor, and any other materials that the Customer Authority notifies the Contractor that it requires the Contractor to distribute, relevant to the Governance Board meetings to the attendees (including materials identified in this Consolidated Schedule); and
- (v) in all cases in respect of each Consolidated Contract Board meeting and as required from time to time by the Customer Authority in respect of any Supply Chain Operations Board meeting, ensuring that minutes for the Governance Board meetings are recorded and provided to:
  - (a) all members of the relevant Consolidated Contract Board; and
  - (b) at the Customer Authority's sole discretion, any or all of the members of the Supply Chain Operations Board,
 in each case, within two (2) Working Days after the relevant Governance Board meeting.

**4.1.13** The Contractor shall ensure, as far and as soon as reasonably practicable, that it shall work collaboratively with the Customer Authority and the Customer Authority Third Parties to resolve the issues and achieve the objectives placed before it.

**4.1.14** The Contractor shall ensure that each of the Contractor Personnel who is a Board Member is empowered to make relevant day-to-day decisions and have access to empowered individuals for other decisions to be made to achieve this.

## **4.2 Meetings**

**4.2.1** The Consolidated Contract Boards and Supply Chain Operations Board shall meet at the frequencies set out in this Consolidated Schedule, and any other Governance Board shall meet as agreed pursuant to Paragraph 4.1.7 or 6.1.6 of this Consolidated Schedule. At the Customer Authority's discretion (acting reasonably), the Governance Boards shall meet either in person, via telephone conference or via video-conference. Furthermore, nothing shall prevent the Customer Authority from electing (at its sole discretion and upon written notice to the Contractor) to reschedule, cancel or not hold at all any Governance Board meeting.

**4.2.2** Consolidated Contract Board meetings shall be quorate as long as at least two (2) representatives from each Party are present.

**4.2.3** Nothing shall prevent the Parties from merging any or all of the Governance Boards, if appropriate and if agreed by both Parties.

**4.2.4** The Customer Authority may, in its sole discretion and for any reason, require that the Contractor does not attend all, or part of, any or all meetings of the Supply Chain Operations Board.

## **5 CONSOLIDATED CONTRACT BOARDS**

### **5.1 Service Operations Board**

#### **5.1.1 Members**

- (i) the Customer Authority project manager (Chairperson);

- (ii) the Contractor Representative;
- (iii) a representative from the Customer Authority's commercial team;
- (iv) the Contractor's commercial director;
- (v) a representative from the Customer Authority's finance team;
- (vi) the Finance Director;
- (vii) the Customer Authority's Implementation lead;
- (viii) the Implementation Director;
- (ix) a representative from the Customer Authority's service performance team;
- (x) the Contractor's service performance director;
- (xi) the Contractor's project support office (secretary); and
- (xii) as required on a meeting-by-meeting basis, representatives of Customer Authority Third Parties and Indirect Customers.

#### **5.1.2 Role**

The Service Operations Board shall (unless agreed otherwise by the Parties in writing):

- (i) be the forum for the management of the operational relationship between the Parties;
- (ii) review a Price Review Report (if presented), prior to the Customer Authority considering the same for Approval;
- (iii) review the annual Value for Money Report, prior to the Customer Authority considering the same for Approval;
- (iv) review Contract Changes;
- (v) consider Service improvements referred to it in accordance with Clause 10 (*Services Improvement*) of this Consolidated Contract;
- (vi) review matters (including Disputes) escalated or referred to it by other Governance Boards;
- (vii) review the prioritisation of resources under this Consolidated Contract;
- (viii) develop operational/supplier relationships, develop and propose the relationship development strategy and review the implementation of the same;
- (ix) from time to time request:
  - (a) copies of the BCDR Plan, BCDR Test Report, Review Reports and Contractor's Proposals from the Contractor or the Customer Authority Representative; and
  - (b) reports from the Exit Managers on each Party's compliance with Consolidated Schedule 20 (*Exit Management*), particularly in relation to the production and updating of the Exit Plan and the provision of any Exit Assistance.

- (x) oversee key performance indicator escalations received from other Governance Boards/ISS ITIL Processes;
- (xi) oversee significant events and issues impacting live service;
- (xii) oversee problem management, including root cause analysis;
- (xiii) perform operational oversight for tactical decisions to ensure effective delivery of the Services;
- (xiv) perform Major Incident decision making/support;
- (xv) ensure co-ordination and collaboration with Other Tower Service Providers at an operational level; and
- (xvi) perform risk and issue management.

#### **5.1.3 Inputs**

The Contractor shall provide the following meeting inputs at least five (5) Working Days prior to each meeting of the Service Operations Board:

- (i) all Management Information and reports required pursuant to the ISS ITIL Processes and that are relevant to the Service Operations Board;
- (ii) minutes of the previous meeting;
- (iii) the up-to-date Joint Risk and Issues Register; and
- (iv) any update on actions identified at the previous meeting(s) and any materials associated with any agenda item, as requested by the Customer Authority or as otherwise required.

#### **5.1.4 Outputs**

At the end of each meeting of the Service Operations Board, the Contractor shall promptly:

- (i) produce minutes and provide a copy of such minutes to the Service Operations Board meeting members in accordance with Paragraph 4.1.12(v) of this Consolidated Schedule;
- (ii) update the Joint Risk and Issues Register;
- (iii) produce a list of risks, issues and challenges (including Disputes) to be escalated to the Supply Chain Operations Board (as appropriate); and
- (iv) initiate work to address any actions placed on the Contractor at the meeting.

#### **5.1.5 Frequency of Meetings**

Monthly, unless otherwise agreed by the Parties in writing.

### **5.2 Implementation Board**

#### **5.2.1 Members**

- (i) the Customer Authority's Implementation lead (Chairperson);
- (ii) the Implementation Director;



- (iii) a representative from the Customer Authority's commercial team;
- (iv) the Contractor's commercial director;
- (v) a representative from the Customer Authority's finance team;
- (vi) the Finance Director;
- (vii) the Customer Authority's Service Manager;
- (viii) the Contractor's Service Manager;
- (ix) the Contractor's project support office (secretary); and
- (x) as required on a meeting-by-meeting basis, representatives from both Parties, Customer Authority Third Parties, and Indirect Customers who specialise in the areas being discussed.

### **5.2.2 Role**

- (i) The Implementation Board shall (unless agreed otherwise by the Parties in writing):be the primary forum for discussing issues relating to the Implementation Programme and the Implementation Plan;
- (ii) review the progress of the Implementation Programme and the Implementation Plan delivery (including against the requirements of the Network Capability Authority (NCA), Network Technical Authority (NTA) and the Network Operating Authority (NOA), in each case as described in JSP 604 (*Network Joining Rules*) (as set out in the Standards)), together with the results from Testing (including as set out in any Test Reports);
- (iii) review Implementation Programme key performance indicators;
- (iv) review dependencies and interfaces between different aspects of the Implementation Programme;
- (v) address any major updates in relation to risks, actions, issues and dependencies and any other major concerns relating to delivery of the Implementation Programme;
- (vi) where appropriate, discuss and review post-Implementation reviews;
- (vii) review any Contract Change Requests, in relation to the Implementation Plan, reported to it by the Implementation Director pursuant to paragraph 8.2.2 of Consolidated Schedule 2 (*Implementation Plan*);
- (viii) review remedial action plans proposed by the Contractor to bring the Implementation Programme and any Milestones back to plan; and
- (ix) review and report to the Service Operations Board on unresolved risks, issues and challenges (including Disputes) relating to this Consolidated Contract, including issues arising out of performance of the Contractor's (and where appropriate, Customer Authority Third Parties') obligations, and any associated rectification plans.

### **5.2.3 Inputs**

The Contractor shall provide the following meeting inputs at least five (5) Working Days prior to each meeting of the Implementation Board:

- (i) all Management Information and reports required pursuant to the ISS ITIL Processes and that are relevant to the Implementation Board;
- (ii) minutes of the previous meeting;
- (iii) the monthly Implementation Programme status report to be provided by the Contractor pursuant to Consolidated Schedule 2 (*Implementation Plan*);
- (iv) an up-to-date copy of the Detailed Implementation Plan and updated versions of all reports relating to the Detailed Implementation Plan (including the Implementation Programme Compliance Matrix); and
- (v) an up-to-date copy of the Implementation Programme RAID Log.

#### **5.2.4 Outputs**

At the end of each meeting of the Implementation Board, the Contractor shall promptly:

- (i) produce minutes and provide a copy of such minutes to the Implementation Board meeting members in accordance with Paragraph 4.1.12(v) of this Consolidated Schedule;
- (ii) update the Implementation Programme RAID Log to reflect the outcome of the meeting;
- (iii) produce a list of risks, issues and challenges (including Disputes) to be escalated to the Supply Chain Operations Board; and
- (iv) initiate work to address any actions placed on the Contractor at the meeting.

#### **5.2.5 Frequency of Meetings**

Monthly until the closure of the Implementation Programme in accordance with Consolidated Schedule 2 (*Implementation Plan*).

### **5.3 Service Review Board**

#### **5.3.1 Members**

- (i) the Customer Authority's Service Levels manager (Chairperson);
- (ii) the Contractor's Service Levels manager;
- (iii) a representative from the Customer Authority's commercial team;
- (iv) the Contractor's commercial director;
- (v) a representative from the Customer Authority's finance team;
- (vi) the Finance Director;
- (vii) the Customer Authority's Implementation lead;
- (viii) the Implementation Director;
- (ix) the Contractor's project support office (secretary); and

- (x) as required on a meeting-by-meeting basis, representatives from both Parties, Customer Authority Third Parties, and Indirect Customers who specialise in the areas being discussed.

### **5.3.2 Role**

The Service Review Board shall (unless agreed otherwise by the Parties in writing):

- (i) review Service Requests and operational changes;
- (ii) receive reports from the Service Managers on matters such as issues relating to:
  - (a) the progress of the Implementation Programme;
  - (b) Testing;
  - (c) Approvals;
  - (d) delivery of the Services;
  - (e) performance against Service Levels (including Management Information, Incident reports and Monthly Summaries);
  - (f) Service Credits incurred; and
  - (g) the security of the Contractor System;
- (iii) review any Satisfaction Surveys received by it in relation to the Contractor's performance under this Consolidated Contract;
- (iv) review the Monthly Summaries provided to it pursuant to Paragraph 2.1 of Consolidated Schedule 14 (*Performance Monitoring and Reporting*);
- (v) review trends in the performance of the Services under this Consolidated Contract, including any change in Service usage;
- (vi) review, and report to the Service Operations Board on, unresolved risks, issues and challenges (including Disputes) relating to the Services;
- (vii) manage performance improvement plans to address issues in performance;
- (viii) escalate persistent performance issues to Service Operations Board; and
- (ix) escalate any performance impact with Other Tower Service Providers to the Supply Chain Operations Board.

### **5.3.3 Inputs**

The Contractor shall provide the following meeting inputs at least five (5) Working Days prior to each meeting of the Service Review Board:

- (i) all Management Information and reports required pursuant to the ISS ITIL Processes and that are relevant to the Service Review Board;
- (ii) minutes of the previous meeting; and

- (iii) any update on actions identified at the previous meeting(s) and any materials associated with any agenda item, as requested by the Customer Authority or as otherwise required.

#### **5.3.4 Outputs**

At the end of each meeting of the Service Review Board, the Contractor shall promptly:

- (i) produce minutes and provide a copy of such minutes to the Service Review Board meeting members in accordance with Paragraph 4.1.12(v) of this Consolidated Schedule; and
- (ii) produce a list of risks, issues and challenges (including Disputes) to be escalated to the Service Operations Board; and
- (iii) initiate work to address any actions placed on the Contractor at the meeting.

#### **5.3.5 Frequency of Meetings**

Monthly, unless otherwise agreed by the Parties in writing.

## **6 SUPPLY CHAIN OPERATIONS BOARD**

### **6.1.1 Members**

- (i) the Customer Authority's lead (Chairperson);
- (ii) representative(s) of the Customer Authority;
- (iii) a representative of relevant business units of the Customer Authority;
- (iv) representative(s) of the Contractor that are the counterparts to all Customer Authority Board Members;
- (v) as required on a meeting-by-meeting basis, representatives of Customer Authority Third Parties and Indirect Customers; and
- (vi) representatives of the Indirect Customers.

### **6.1.2 Role**

The Supply Chain Operations Board shall (unless agreed otherwise by the Parties in writing):

- (i) **General**
  - (a) consider those items defined on any specific meeting agenda;
  - (b) have oversight of the high-level governance of the Service Delivery Supply Chain, including through the review of the strategic direction and realisation of the business benefits arising from the Service Delivery Supply Chain;
  - (c) review and discuss any risks, issues and challenges (including (i) disputes; and (ii) issues arising out of performance of any or all elements of the Service Delivery Supply Chain, and any associated rectification plans);

- (d) review the overall performance of the Service Delivery Supply Chain;
  - (e) review the Contractor's and Other Tower Service Provider's overall working relationships with the Customer Authority in the performance of their obligations within the Service Delivery Supply Chain;
  - (f) review the Contractor's and Other Tower Service Provider's performance within the Service Delivery Supply Chain against the Customer Authority's overarching defence strategies and overarching business plan;
  - (g) review the financial performance of the Contractor and Other Tower Service Providers delivering services within the Service Delivery Supply Chain (acknowledging that the Contractor shall not be required to disclose its Commercially Sensitive Information to Other Tower Service Providers);
  - (h) review the individual financial status of the Contractor and Other Tower Service Providers delivering services within the Service Delivery Supply Chain (acknowledging that the Contractor shall not be required to disclose its Commercially Sensitive Information to Other Tower Service Providers);
  - (i) consider service improvements referred to it in accordance with this Consolidated Contract and the relevant provisions of the respective Other Tower Service Providers' contracts with the Customer Authority and the Standards;
  - (j) perform the highest level of escalation prior to the initiation of the Dispute Resolution Procedure;
  - (k) oversee contract management and supplier relationship management;
  - (l) provide a forum for a dialogue on strategic direction setting with key suppliers;
  - (m) perform escalation and remedies for Service Delivery Supply Chain Service Level breaches; and
  - (n) own and manage risks and issues as escalated by subordinate Governance Boards;
- (ii) **Design**
- (a) review the technical co-ordination for the development of the initial set of services within the Service Delivery Supply Chain which are to be implemented within the implementation programme plans across the Customer Authority as a whole;
  - (b) review technical co-ordination and assurance issues in the development of new and changed technical and operational solutions relating to the Service Delivery Supply Chain resulting from new requirements or changes in technology;
  - (c) review the Technical Strategy and Technical Roadmap;

- (d) review and discuss technical risks to the Service Delivery Supply Chain, including technical integration issues relating to legacy systems;
  - (e) review initiatives presented to it relating to the exploitation of new technology or potential amendments to existing services;
  - (f) provide input to the development and maintenance of the ISS Supply Chain User Catalogue;
  - (g) review security policies, requirements and proposed solutions and how they operate in relation to JSP 440 and within the established “*MOD CIS Security Alert, Warning and Response (AWR) Framework*” as defined in JSP 541;
  - (h) review and evaluate reports relating to Security Policy matters;
  - (i) review proposed service designs for conformity to standards (including the Standards) and key cross Tower integration principles; and
  - (j) oversee and assurance of the Contractor’s Call-Off Service Catalogue;
- (iii) **Transition**
- (a) review the progress of all transition activity within the Service Delivery Supply Chain and any issues relating to such activity;
  - (b) consider ways of obtaining the Contractor’s and Other Tower Service Providers’ acceptance of, and encouraging the Contractor and Other Tower Service Providers to accept, new services before any such new services are deployed;
  - (c) review the design for new services and how such new services are proposed to be implemented;
  - (d) review and approve transition plans as presented by project delivery teams;
  - (e) oversee Contract Change management;
  - (f) review service design packages and all documents needed to determine service readiness for transition to operations;
  - (g) evaluate proposed changes which are complex, high risk and impact multiple Towers; and
  - (h) review and approve service transition plans coming from projects and programmes.
- (iv) **Integration and Performance**
- (a) review the operational management and governance of the Service Delivery Supply Chain, including reviewing changes that impact on the services delivered by more than one service provider (including the Contractor and any Customer Authority Third Party);

- (b) review trends in the performance of the relevant Customer Authority Third Parties' obligations;
- (c) review any customer satisfaction surveys that it receives relating to the Service Delivery Supply Chain;
- (d) review the Technical Strategy and Technical Roadmap;
- (e) review issues referred to it by the Service Operations Board;
- (f) review changes in service usage to assess whether the solutions being used, or which are proposed to be used, to deliver services across the Service Delivery Supply Chain remain appropriate;
- (g) be the principal forum in which all Security Policy matters relating to the Service Delivery Supply Chain are discussed in support of the Customer Authority's accreditation of services provided by all or part of the Service Delivery Supply Chain;
- (h) review the achievement and maintenance of any accreditation of the systems used across the Service Delivery Supply Chain;
- (i) review and discuss the risks relating to security and review the Contractor's (and, where appropriate, Customer Authority Third Parties') proposed security risk mitigations;
- (j) receive reports from the Service Managers on matters such as issues relating to:
  - (I) the progress of the Implementation Programme;
  - (II) Testing;
  - (III) Approvals;
  - (IV) delivery of the Services;
  - (V) performance against Service Levels (including Incident reports and Monthly Summaries); and
  - (VI) the security of the Contractor System;
- (k) review trends in the performance of the services across the Service Delivery Supply Chain, including any change in service usage;
- (l) review the prioritisation of resources;
- (m) review Service Delivery Supply Chain service performance review and management;
- (n) ensure co-ordination and collaboration across the Service Delivery Supply Chain;
- (o) ensure operational alignment and co-operation between the Customer Authority OSM function and the Service Delivery Supply Chain;
- (p) perform governance of service integration in support of Service Delivery Supply Chain Service Levels;

- (q) provide oversight of availability, capacity, continuity and demand management processes in an integrated way across the Service Delivery Supply Chain; and
- (r) oversee the Service Delivery Supply Chain continuous service improvement.

#### **6.1.3 Inputs**

The Contractor shall provide, at least five (5) Working Days prior to each meeting of the Supply Chain Operations Board:

- (i) all Management Information and reports required pursuant to the ISS ITIL Processes and that are relevant to the specific Supply Chain Operations Board meeting; and
- (ii) any update on actions identified at the previous meeting(s) and any papers associated with any agenda item, as requested by the Customer Authority or as otherwise required.

#### **6.1.4 Outputs**

At the end of each meeting of the Supply Chain Operations Board, the Contractor shall promptly initiate work to address any actions placed on the Contractor at the meeting.

#### **6.1.5 Frequency of Meetings**

The Supply Chain Operations Board meetings shall be held at least once every six (6) months during the Term, unless otherwise agreed by the Parties in writing.

#### **6.1.6 Sub-Committees and Working Groups**

- (i) The Customer Authority may decide to establish one or more sub-committees or working groups that report to the Supply Chain Operations Board in order to address specific issues or groups of issues.
- (ii) The Customer Authority shall determine the membership, frequency of meetings and terms of reference of any sub-committee or working group that reports to the Supply Chain Operations Board.
- (iii) Any sub-committee or working group established under this Paragraph 6.1.6 will provide reports on specific issues or progress reports on ongoing task to the Supply Chain Operations Board in a format and at a frequency determined by the Customer Authority.