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Schedule 8.1 – ESMCP Mobile Services Agreement

Governance

Version 1.0

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This document is based on Schedule 8.1 of v1.0 and Schedule 21 of v2.0 of the Crown Commercial Services Model Services Agreement and has been adapted for use by the Emergency Services Mobile Communications Programme.

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CHANGE HISTORY

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1 Definitions

- 1.1 In construing this Schedule 8.1 (Governance), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.

2 General Principles

- 2.1 This Schedule sets out the governance structures and arrangements, including key decision-making Boards, meetings and functional roles, put in place for the governance and management of the Services and, in respect of the overall delivery of the ESN Services, between the Governance Parties.
- 2.2 The Supplier shall provide suitably empowered representatives to attend the Single Supplier Board (or "Supplier Board"), whose Terms of Reference are outlined in Annex 1 and whose representation is described in Annex 3 of this Schedule 8.1 (Governance).
- 2.3 The Supplier shall provide suitably empowered representatives to attend all necessary Multi-Supplier Governance Boards, whose Terms of Reference are outlined in Annex 2 and whose representation is described in Annex 4 of this Schedule 8.1 (Governance).
- 2.4 The Supplier shall acknowledge and respect the Governance Framework of the Authority and comply with any of the supporting policies, Terms of Reference, processes and procedures, as set out in this Schedule, and/or additional documentation that the Authority may have or develop throughout the Term, and of which the Authority notifies the Supplier.
- 2.5 All Governance Parties shall use the Boards to monitor progress and make key decisions about the strategic direction of the ESN Services. However, the Authority shall not be prevented from making decisions or reaching agreements by means other than those outlined within this Agreement.
- 2.6 The Supplier acknowledges that the governance arrangements will adapt over time to accommodate the phases of the Programme and eventual on-going delivery of the ESN Services and therefore the requirement to attend will also vary over the Term.
- 2.7 The Supplier acknowledges that the Authority shall be able to vary the governance arrangements to accommodate the phases of the Programme and eventual on-going delivery of the ESN Services,

3 Management Of The Services

- 3.1 For the purposes of this Agreement, the Supplier and the Authority shall each appoint a Programme Director (as specified in Schedule 9.2 (Key Personnel)), through whom the Services shall be managed on a day-to-day basis.
- 3.2 For the purposes of this Agreement, the Supplier shall appoint Key Personnel (as identified throughout this Agreement, and as specified in Schedule 9.2 (Key Personnel)) to fulfil the roles and

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responsibilities such that the aims, objectives and specific provisions of this Agreement can be fully realised.

- 3.3 The Supplier and the Authority shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
- 3.4 Anything agreed in the Programme Board, Delivery Integration Board, the Projects Review Board and/or the Service Operations Board which conflicts with the Supplier's obligations under this Agreement must be agreed via the Change Management Board before implementation. For the avoidance of doubt, the Supplier does not attend the Change Management Board, save where invited to do so by the Authority.

4 Board Membership

- 4.1 Both the Authority and the Supplier shall appoint the relevant Board Member roles, for each Board requiring their representation, as set out in Annexes 3 and 4 of this Schedule 8.1 (Governance).
- 4.2 Both the Authority and the Supplier shall ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made at all meetings of the relevant Board. If a Board Member, either on their own or by reference to the relevant empowered individuals, is unable to make a decision at the applicable meetings, the chairperson will set a time period within which the decision is to be provided in writing to the Board.
- 4.3 Both the Authority and the Supplier shall ensure that each Board Member has a nominated deputy who has the delegated authority to make decisions in the absence of the Board Member or has access to the empowered individuals for the decisions to be made.
- 4.4 Any request by either the Authority or the Supplier to replace appointed Board Members shall be subject to the provisions of Clauses 14.5 & 14.6 of this Agreement where the individual is also identified in Schedule 9.2 (Key Personnel). Where the Board Member is not identified as Key Personnel then that Party shall notify the other in writing of the proposed change, [REDACTED] for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing, the Supplier may bring to any Board meeting a counterpart Supplier Board Member or other Supplier Representative of equivalent seniority and expertise to the Authority Board Member.
- 4.5 For clarity, where the proposed replacement is a Board Member of a Multi-Supplier Governance Board then agreement is only required between the Supplier and the Authority, not all Other ESN Suppliers who are members of the Board.
- 4.6 The Authority shall, in its sole discretion, have the ability to remove Board Member(s) in the event that the Authority (in respect of the Single Supplier Board) and/or Other ESN Suppliers (in respect of a Multi-Supplier Governance Board) raise a valid objection to the presence of the identified Board Member(s), recognising that the Authority's decision in these matters is final and binding.

5 Managing Board Meetings

- 5.1 Each Governance Party shall ensure that its Board Members shall make all reasonable endeavours to attend Board meetings at which that Board Member's attendance is required. Deputies should

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only attend in accordance with Paragraph 5.2 below in exceptional circumstances, such as sickness or annual leave.

5.2 In the event that any Board Member is not able to attend a Board meeting, that Board Member shall use all reasonable endeavours to ensure that:

5.2.1 the Secretariat is informed prior to the relevant meeting and if a deputy is attending in their place, shall provide details of such nominated deputy;

5.2.2 the nominated deputy attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

5.2.3 he/she is debriefed by the nominated deputy after the Board meeting.

5.3 A chairperson shall be appointed by the Authority for each Board, as identified in Annexes 3 and 4 of this Schedule 8.1 (Governance), who will be responsible for chairing the Board meetings.

5.4 The Authority, acting on behalf of the chairperson shall be responsible for (but may choose to delegate Paragraphs 5.4.5 and 5.4.6 below as appropriate to an ESN Supplier):

5.4.1 scheduling Board meetings and advising the applicable Board Members of all relevant details to enable such Board Members to attend the Board meetings;

5.4.2 setting the agenda for Board meetings and circulating the agenda, the Board papers, minutes and action logs from the previous meeting to all applicable Board Members in advance of such meeting, in accordance with the timescales for the applicable Board set out in the relevant Board's Terms of Reference provided that, unless otherwise agreed, such distribution shall be made no later than [REDACTED] to the applicable meeting;

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

5.4.4 ensuring that minutes, actions and decision logs (as applicable) for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within the timescales for the applicable Board set out in the relevant Board's Terms of Reference;

5.4.5 ensuring that tasks or activities that cannot be resolved are escalated to the appropriate Board within the timescales agreed for such escalation and that matters escalated from other Boards are included in the agenda for and addressed as part of the next Board meeting of the applicable Board;

5.4.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner within the timescales agreed at the applicable Board meeting; and

5.4.7 capturing and filing the Board records in accordance with the Authority's procedures for managing and capturing Board records.

5.5 The outcome or status of any follow up tasks resulting from a Board meeting will be forwarded by the responsible Board Member or their nominated representative to the chairperson and Secretariat

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in accordance with the timescales for the applicable Board but in any event prior to the issue of the agenda for the next Board meeting.

- 5.6 Board meetings shall be quorate as long as at least two (2) Board Members or their nominated representatives from each relevant Governance Party are present. Where the Board meeting is a Multi-Supplier Governance Board meeting then two (2) Board Members or their nominated representatives for each Governance Party, are required to be present for the meeting to be quorate, unless stated otherwise in the Terms of Reference for the applicable Board.
- 5.7 Dependent upon the criticality of the decisions to be made at any Board meeting the Authority reserves the right to convene, by exception, a Board meeting at short notice in response to a specific incident or issue.
- 5.8 Where necessary, the Authority, in its sole discretion, reserves the right to change the structure and/or the membership of the Boards. This may, for example, be in response to an incident or in response to the changing phase of the Programme as the focus moves from mobilisation of the ESN Services to commencement of Transition.
- 5.9 The Authority reserves the right to convene, by exception, Emergency Service specific meetings to address any Emergency Service specific issues associated with ESN Services.
- 5.10 In addition to the Board meetings set out in this Schedule 8.1 (Governance), the Supplier shall attend all other working meetings as reasonably required by the Authority.
- 5.11 With the exception of the Single Supplier Board, provided that it [REDACTED], the Authority reserves the right to unilaterally change the governance structure and the Boards, groups and meetings set out in or linked to this Schedule, and the Supplier shall resource and support such amended governance structures.

6 Governance of Individual Services: Single Supplier Board

- 6.1 The Supplier Board, as detailed in Annex 1 of this Schedule 8.1 (Governance), shall govern the individual Services where only the Supplier and the Authority are required to be present.
- 6.2 The Supplier Board shall exist throughout the Term to address and resolve contractual arrangements and service performance pursuant to this Agreement.
- 6.3 In all cases the membership, frequency, location and start date of the Supplier Board shall be as set out in Annexes 1 and 3 of this Schedule 8.1 (Governance).
- 6.4 The Supplier Board shall manage matters between the Supplier and the Authority for service and contract management matters related directly to the Services and this Agreement.
- 6.5 Matters discussed at the Supplier Board, pursuant specifically to this Agreement, which cannot be approved by the Authority at the Supplier Board, shall be escalated promptly by the Authority in order to seek Authority approval in accordance with the below. Where:
 - 6.5.1 higher level approval is required the matter shall be escalated promptly to the Programme Board;

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6.5.2 there is an impact on the overall Programme the matter shall be escalated promptly to the Programme Operations Board and/or the Programme Board depending on the magnitude and authority required; and/or

6.5.3 the matter is commercial in nature it shall be escalated promptly to the Authority's Chief Commercial Officer,

provided that in each case, if it is a Single Supplier Board issue, such issue shall not be escalated to the Programme Operations Board or any other Board at which there is representation from an Other Supplier or Other ESN Supplier.

6.6 Any matters not agreed at a Single Supplier Board can be escalated by following the Dispute Resolution Procedures outlined in Schedule 8.3 (Dispute Resolution Procedure) as applicable.

7 Governance of Cross-Programme ESN Services: Multi-Supplier Governance Boards

7.1 A number of Boards shall govern the integration of services to deliver a seamless ESN Service. A visual representation of these Boards and how they interact with each other is set out in Annex 5 to this Schedule 8.1 (Governance). The nature of these Multi-Supplier Governance Boards shall change throughout the Term to reflect the phase of the Programme. These Boards shall be:

7.1.1 Technical Design Authority, as detailed in Paragraph 9.1 of Annex 2;

7.1.2 Programme Board, as detailed in Paragraph 9.2 of Annex 2;

7.1.3 Projects Review Board, as detailed in Paragraph 9.3 of Annex 2;

7.1.4 Delivery Integration Board, as detailed in Paragraph 9.4 of Annex 2;

7.1.5 Service Operations Board, as detailed in Paragraph 9.5 of Annex 2;

7.1.6 Coverage Working Group, as detailed in Paragraph 9.6 of Annex 2;

7.1.7 Capability Deployment Board, as detailed in Paragraph 9.7 of Annex 2;

7.1.8 Service Design Working Group, as detailed in Paragraph 9.8 of Annex 2; and

7.1.9 Operational Change Advisory Board, as detailed in Paragraph 9.9 of Annex 2.

7.2 The Multi-Party Dispute Resolution Board, as detailed in Schedule 8.3 (Dispute Resolution Procedure) shall be convened in response to specific cross Programme issues that cannot be resolved.

8 Annex 1: Terms of Reference – Single Supplier Board

8.1 Role Of The Supplier Board

8.1.1 The Supplier Board shall be responsible for the delivery management of the Services and shall:

- (a) be accountable to the Programme Operations Board for the development, delivery and commercial management of the Services;
- (b) report to the Programme Operations Board on significant issues requiring decision and resolution by the Programme Operations Board in accordance with Paragraph 8.1.7 below;
- (c) be accountable to the Programme Operations Board for the performance of the Operational Services, i.e., any Services that have been successfully implemented and transitioned to live Services; and
- (d) enable open and honest discussion on commercially sensitive matters not facilitated by other governance meetings.

8.1.2 The first of the two meetings of the Supplier Board, known as the Supplier Board – Operational, that take place each month shall focus on commercial issues and shall, in particular:

- (a) deal with day-to-day service escalations, commercial escalations and performance issues;
- (b) review any issues arising between the Parties in the context of the delivery of the ESN Services and in respect of Clause 5.6(f) of this Agreement (such issues also being capable of being raised and reviewed within the Programme Operations Board);
- (c) provide commercial oversight of any Change Requests (by exception only) and reports raised to or from the Supplier or Authority;
- (d) review Exception Reports from the Delivery Integration Board and the Projects Review Board and deal with escalation issues resulting from these groups and from the issues that are unable to be resolved by the Supplier Board (which shall be escalated in accordance with Paragraph 6.5 above);
- (e) review of delivery against the Detailed Implementation Plan; and
- (f) report on Service Management, live service performance as identified in Schedule 2.2 (Performance Levels) and on the co-ordination of individual services and any integration issues;

8.1.3 First point of escalation for Supplier Board – Operational, shall be the Supplier Board – Strategic.

8.1.4 The Parties acknowledge and agree that any proposed change to the number of the New Sites (which may be an increase or decrease in the number of New Sites) shall be formally changed via the Change Control Procedure. If and to the extent that the Supplier wishes to change the number of New Sites:

- (a) the Supplier shall provide all necessary evidence in support of such Change Request;

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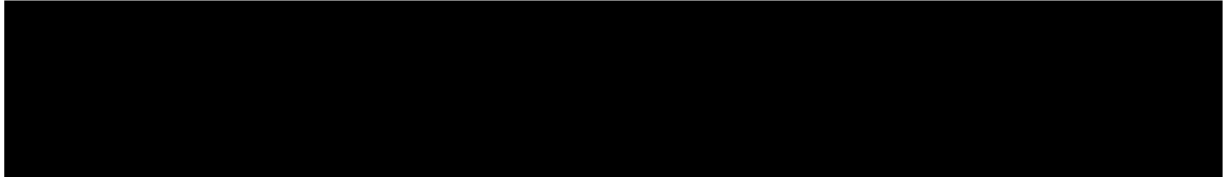
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- (b) the Parties shall each review any such Change Request against the Radio Plan Rules to determine (acting reasonably) whether, after the proposed Change, the Radio Plan will remain compliant with the Radio Plan Rules; and

(c)



8.1.5



8.1.6 Any Dispute arising in respect of Paragraphs 8.1.4 and 8.1.5 of this Schedule 8.1 (Governance) shall be resolved in accordance with the Dispute Resolution Procedure.

8.1.7 The second of the two meetings of the Supplier Board, known as the Supplier Board – Strategic, that take place each month shall:

- (a) report on significant issues requiring decision and resolution and manage the on-going delivery of the Service in accordance with the performance criteria identified in Schedule 2.2 (Performance Levels) including:
 - (i) monitoring performance and identification of opportunities to increase value for money and cost savings within the Services and across the ESN Service; and
 - (ii) monitoring and reviewing costs to date on a quarterly basis and forecasting spend over the period under review, including the long term, twelve (12) months, forward looking spend projections, as well as the shorter term, quarterly, forecast, observation of trends and costs over the previous quarterly and twelve (12) monthly reporting period;
- (b) receive reports from the Supplier and/or the Authority on matters such as issues and risks relating to the development and delivery of the Services and performance against Performance Indicators, progress against the Level 3 Plan, and possible future developments, as identified in the Documentary Deliverables and ESN Deliverables as part of Schedule 6.1 (Implementation Plan);
- (c) agree the prioritisation of resources and the appointment of Key Personnel (Schedule 9.2) on behalf of the Governance Parties and advise the relevant Governance Parties accordingly;
- (d) review the financial and commercial status of this Agreement;
- (e) through periodic reporting and assessment provide assurance that risks are being managed across the Services through:
 - (i) the identification of the risks to be reported and escalated to the Programme Operations Board via the regular risk reports, issued at a minimum every month in

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line with the timeframe for escalation to the Programme Operations Board, dependent upon the impact and proximity of the risks identified;

- (ii) the assessment of risks based on the likelihood of occurrence and the impact to the Programme and the Services;
- (iii) the identification of risks relating to or arising out of the performance of the Services and provisional owners of these risks; and
- (iv) the pro-active management of risks attributed to the Parties under the terms of this Agreement;
- (f) discuss strategic opportunities between the Supplier and the Authority to improve the delivery or live service of ESN; and
- (g) provide scrutiny against the Supplier's Key Performance Indicator reports and ensure that the Charges are incurred, invoiced and paid in accordance with the Agreement and any Service Credit calculations are applied in accordance with the Agreement.

8.1.8 Any agreed escalations will be taken to the Programme Operations Board.

8.1.9 As part of the Single Supplier Board's role the Supplier shall operate and maintain, as agreed with the Authority, the processes for:

- (a) monitoring and controlling project plans, including the Detailed Implementation Plan;
- (b) the identification and management of risks (including commercial risk); and
- (c) the identification and management of issues (including commercial issues).

8.1.10 In advance of each meeting, the agenda (which will be based on the indicative agenda set out in Paragraph 8.1.12 below) and action logs will be circulated by the Authority in accordance with the timescales set out in this Paragraph 8.1.10 and the attendees will be agreed between the Parties. The Supplier Board shall require the following documents to be circulated by the Supplier to the Supplier Board attendees at a [REDACTED] to the relevant meeting where the Supplier Board meeting falls mid-week, or [REDACTED] to the relevant meeting where the Supplier Board meeting falls on a Monday or Tuesday of the following working week:

- (a) actions from the previous meeting;
- (b) Supplier dashboard;
- (c) exceptions and escalations;
- (d) risks and issues;
- (e) Contract Change Request Log and Contract Change Requests (by exception only);
- (f) Implementation Plan and Level 4 Plan;
- (g) Change Resource Utilisation Report; and

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(h) Forward Schedule of Contract Change.

8.1.11 The Supplier Board shall ensure the following outputs are produced at the end of the meeting by the Secretariat and circulated [REDACTED]

- (a) actions log;
- (b) decisions log;
- (c) items for escalation (risks and issues);
- (d) key messages to communicate outcomes of Supplier Board(s); and
- (e) any matters of record.

8.1.12 The agendas for the two meetings of the Supplier Board shall be based on the following indicative agendas:

- (a) Single Supplier Board - Operational:
 - (i) actions from the previous meeting;
 - (ii) service updates and exceptions
 - (iii) any exceptions and escalations from the Technical Design Authority;
 - (iv) Contract Change Requests for commercial review;
 - (v) review of the Implementation Plan and Level 4 Plan; and
 - (vi) any other business.
- (b) Single Supplier Board – Strategic:
 - (i) actions from the previous meeting;
 - (ii) any exceptions and escalations from the Supplier Board – Operational, and Technical Design Authority;
 - (iii) Supplier dashboard review also including:
 - (aa) opportunities to improve value for money;
 - (bb) review of costs; and
 - (cc) review of the Detailed Implementation Plan and Level 4 Plan;
 - (iv) resources and Key Personnel;
 - (v) commercial status; and
 - (vi) risks review.

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- 8.1.13 In accordance with Paragraph 6.6 of Schedule 8.2 (Change Control Procedure), the Supplier shall provide a report in writing (in such format as determined by the Authority, [REDACTED]) of trends in Change Requests, Late Notice Operational Changes and Emergency Operational Changes, which shall be reviewed as part of the standard agenda of the Single Supplier Board. This will be included as part of the operational agenda (refer to Paragraph 8.1.12 above).
- 8.1.14 The Parties agree that ad hoc meetings of the Single Supplier Board may be required and convened if a Performance Monitoring Report requires to be reviewed sooner than the next scheduled Single Supplier Board meeting. The agenda for any such meetings will be circulated by the Authority in advance in accordance with Paragraph 8.1.10 above and, to the extent that any of the documents referred to in Paragraph 8.1.10 are relevant to such ad hoc meeting, they shall be circulated by the Supplier to the Authority in advance in accordance with Paragraph 8.1.10.

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9 Annex 2: Terms of Reference - Multi-Supplier Governance Boards

9.1 Role of the Technical Design Authority

9.1.1 The aim of the Technical Design Authority is to:

- (a) make the high-level architecture decisions with the participation of all relevant stakeholders;
- (b) avoid technical changes happening in silos and isolation;
- (c) consider the commercial environment in its decision making but the commercial decisions and negotiations take place at the Supplier Board and through the Change Control Procedure; and
- (d) guide the overall ESN design.

9.1.2 The Technical Design Authority will:

- (a) review proposed design changes and recommendations put forward and either:
 - (i) recommend a suggested option to the Design Authority Board;
 - (ii) suggest amendments to the change; or
 - (iii) propose to stop work on the change altogether;
- (b) make recommendations pursuant to Paragraph 9.1.2(a) above in accordance with:
 - (i) the adopted ESN architectural principles;
 - (ii) industry standards;
 - (iii) best practice;
 - (iv) ESN requirements;
 - (v) the commercial environment; and
 - (vi) the effect of proposed changes on the overall system architecture;
- (c) note the commercial implications of any recommendations made;
- (d) not make decisions which are commercially unrealistic;
- (e) discuss in a separate biparty meeting of the Technology Strategy Group and the Supplier, the:
 - (i) Supplier's spectrum usage strategy;
 - (ii) capacity strategy;

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- (iii) network evolution;
 - (iv) technology advancements / trends;
 - (v) new technologies;
 - (vi) coverage solutions;
 - (vii) network performance optimisation opportunities;
 - (viii) 3GPP updates; and
 - (ix) regulatory impacts.
- (f) Host a two-way exchange of information about potential new services ('a future technology roadmap') [REDACTED] The Supplier and the Authority will agree the agenda to any workshop in advance, which shall include (but not be limited to):
- (i) The Authority representing ESN User demand for new services; and
 - (ii) The Supplier to introduce any new services that could be considered as appropriate for mission critical service or have a positive effect on the Services.

After the two-way exchange of information, the Authority shall confirm what new services or business requirements should proceed to a 'discovery' phase in order for the Parties to understand how the service might impact the ESN User community. Any new services or business requirement which has been confirmed by the Authority to proceed to a 'discovery phase' shall be enacted via the Change Control Procedure.

This discovery process shall include:

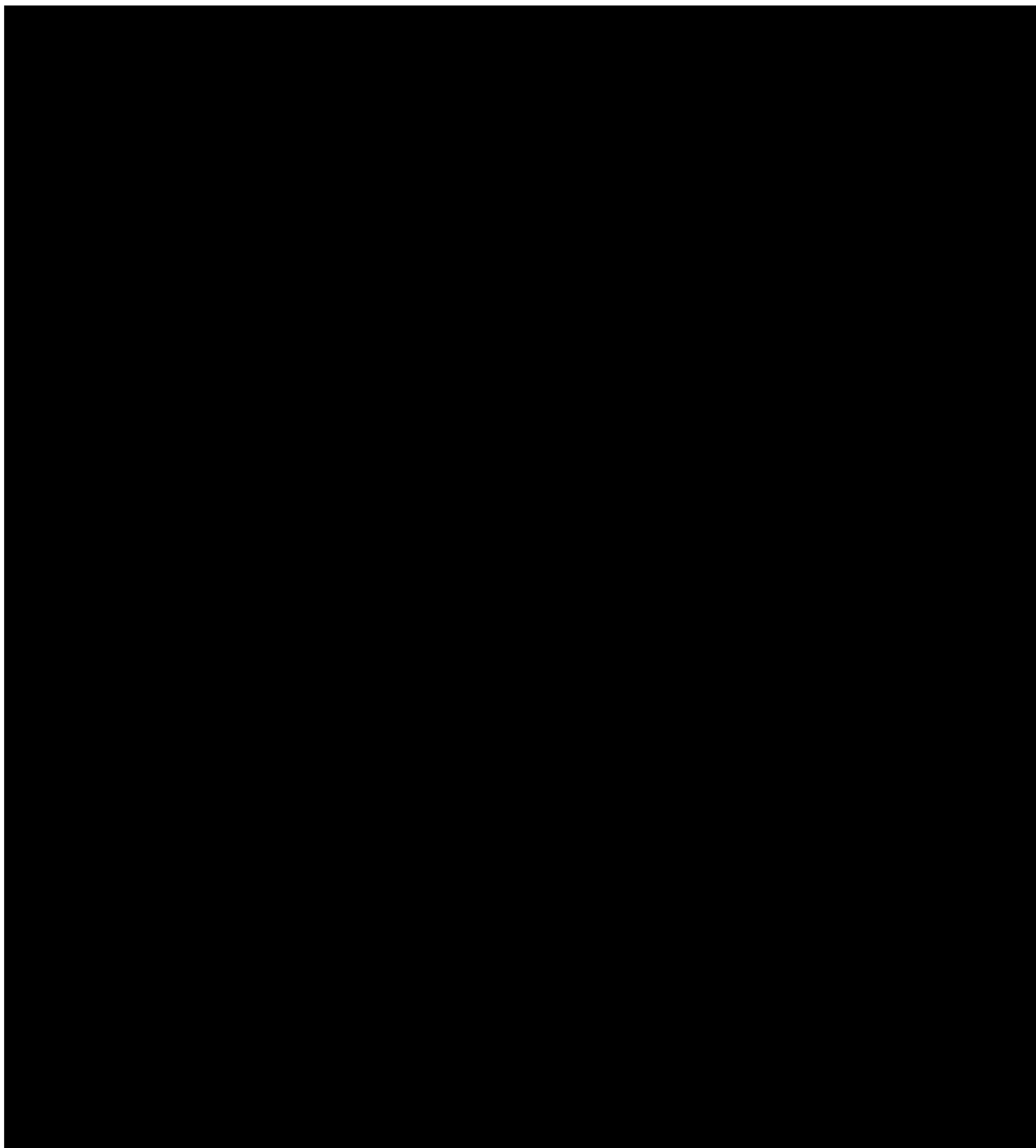
- (i) An indication of the expected result to ESN Users of the new technology;
 - (ii) Any operational considerations; and
 - (iii) Any relevant innovation sessions including the ESN User community.
- The Authority and the Supplier shall work collaboratively and share information and innovations in relation to new products and services of interest.
- (g) In addition to these workshops, the MS Supplier will also share with the Authority any plans that might affect the ESN Users which may include, but is not limited to topics from the indicative list below:
- (i) 5G SA deployment indicative timelines;
 - (ii) Cutover / migration of generalised node B (gNBs) from 5G SA; and
 - (iii) 4G/5G mobility/ handover.
- (h) The Parties will discuss relevant topics, which may include the following, prior to their potential introduction:

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- 9.1.3 The Technical Design Authority will submit its recommendations to the Design Authority Board and will outline the rationale for the recommendation and any potential implications (including but not limited to commercial, organisational and/or reputational implications). Recommendations of the Technical Design Authority will not be considered binding until they are approved by the Design Authority Board but if this instigates a Change, this will be addressed through the Change Control Procedures contained in Schedule 8.2 (Change Control Procedure) of this Agreement.
- 9.1.4 The Authority technology team will follow up on designs and potential Change Requests generated by Technical Design Authority decisions to ensure they do not diverge from ideas originally agreed. If such a change represents a large divergence from or modification of the original requirements, the subject shall be brought back to the Technical Design Authority. However, formal Changes will

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require approval through the Change Control Procedures contained in Schedule 8.2 (Change Control Procedure) of this Agreement.

- 9.1.5 The Authority will organise the meetings and send out meeting invites and agenda items at least [REDACTED] the Technical Design Authority meeting. The papers will also be distributed to members within such timescale to allow consideration by members.
- 9.1.6 The Technical Design Authority will be chaired by the Head of Design Authority. If they are not able to attend, they will appoint a person to chair the meeting in their absence.
- 9.1.7 Technical Design Authority meetings shall be quorate as long as at least two (2) nominated representatives from the Authority and one (1) nominated representative from any other relevant Governance Party is present.
- 9.2 **Role of the Programme Board** The purpose of the Programme Board is to provide oversight and direction, ensuring efficient and effective operational leadership of the ESMCP as a whole.
- 9.2.2 The Terms of Reference for the Programme Board will be made available via a shared working area. The representation and structure of the Programme Board are at Annex 3 of this Schedule 8.1 (Governance).
- 9.3 **Role of the Projects Review Board**
- 9.3.1 The purpose of the Projects Review Board is to monitor the Programme schedule risk profile and drive certainty into the Programme schedule. It will assess the Programme's risk profile, determine the key themes and central action required to mitigate these.
- 9.3.2 The Projects Review Board will coordinate progress towards key delivery milestones that are meaningful to the user base. The Terms of Reference for the Projects Review Board will be made available via a shared working area. The representation and structure of the Projects Review Board are at Annex 4 of this Schedule 8.1 (Governance).
- 9.4 **Role of the Delivery Integration Board** The Delivery Integration Board is the forum which ensures accountability for the technical capability, technical integration and build to live service that enables Users to operationally assure the solution.
- 9.4.2 The Terms of Reference for the Delivery Integration Board will be made available via a shared working area. The representation and structure of the Delivery Integration Board are at Annex 4 of this Schedule 8.1 (Governance).
- 9.5 **Role of the Service Operations Board**
- 9.5.1 The Service Operations Board is accountable for the monitoring, controlling and reporting on the performance of the ESN Services (including Security).
- 9.5.2 The Service Operations Board will be a forum for the Authority, ESN Suppliers and Users to:

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- (a) review consolidated live service performance KPIs supplied by ESN Suppliers;
- (b) inform User Organisation representatives of service performance and obtain operational impact based on service performance;
- (c) provide direction and take decisions to address service performance shortfalls or opportunities for improvements in service performance;
- (d) feed ESN Supplier impacting decisions and escalations into ESN Supplier governance forum(s); and
- (e) take decisions escalated from the Security Working Group and provide direction as required on security operations.

9.5.3 The objectives of the Board are:

- (a) to review the overall performance of the ESN Service;
- (b) to review, analyse and make recommendations on improvements to the ESN Service;
- (c) identify and promote opportunities for Continual Service Improvement; and
- (d) to improve cost effectiveness of delivering the Service without sacrificing User satisfaction.

9.6 **Role of the Coverage Working Group**

9.6.1 The Coverage Working Group shall:

- (a) be responsible for delivering coverage strategy goals;
- (b) report coverage status and progress updates and/or blockers;
- (c) share coverage information and guidance;
- (d) plan coverage deployment; and
- (e) be responsible for tactical items, including facilitating appropriate Programme approvals relating to coverage.

9.6.2 There shall be a standing agenda for each meeting of the Coverage Working Group, which shall include:

- (a) coverage strategy;
- (b) assure strategy;
- (c) resilience strategy;
- (d) [REDACTED]
- (e) [REDACTED]

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- (f) EAS progress;
- (g) coverage enhancement progress; and
- (h) AOB.

9.6.3 The Coverage Working Group will:

- (a) receive an update on each project covering:
 - (i) actions from the previous session of the group;
 - (ii) issues;
 - (iii) decisions to be taken to the Capability Deployment Board; and
- (b) information sharing.

9.6.4 The Coverage Working Group will ensure that minutes are produced at the end of the meeting and circulated within [REDACTED] of the meeting.

9.7 Role Of The Capability Deployment Board

9.7.1 It should be noted that the Coverage Working Group reports into the Capability Deployment Board, which has responsibilities in relation to wider capability delivery and also deployment. This section focuses only on the coverage-related aspects of the Board. The Board shall:

- (a) make decisions on the scope and priority of all coverage items (in addition to other capability deployment projects, such as control rooms; devices; and ESN Air);
- (b) make recommendations to the Programme Operations Board, Programme Board, Supplier Board, and/ or Project Review Board (as relevant) on budget spend and changes to coverage plans;
- (c) escalate financial decisions and exceptions to existing plans to the:
 - (i) Programme Operations Board;
 - (ii) Project Review Board; or
 - (iii) Programme Board,

as relevant;
- (d) own and manage the development and implementation of the coverage strategy;
- (e) approve coverage related documents;
- (f) take operational coverage decisions;
- (g) agree future coverage strategy; and

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- (h) provide direction and activity to the Coverage Working Group for delivering the strategy.

9.7.2 The Capability Deployment Board will receive a written update on each project covering:

- (a) actions from the previous session of the group;
- (b) issues;
- (c) decisions to be made;
- (d) update from the Coverage Working Group; and
- (e) actions set for the Coverage Working Group.

9.7.3 The agenda for the Capability Deployment Board will be circulated two (2) Working Days prior to the meeting of the Board, and shall include:

- (a) coverage strategy;
- (b) assure strategy;
- (c) resilience strategy;
- (d) [REDACTED]
- (e) [REDACTED]
- (f) EAS progress;
- (g) Coverage Enhancement progress; and
- (h) AOB.

9.7.4 The Capability Deployment Board will ensure that minutes are produced at the end of the meeting and circulated within [REDACTED] of the meeting.

9.8 Role of the Service Design Working Group

9.8.1 The Service Design Working Group shall:

- (a) Make decisions on the design and delivery of the service management processes and systems that support the ESN Solution;
- (b) Escalate approval decisions to the Service Operations Board which substantially change:
 - (i) Scope;
 - (ii) Budget; and
 - (iii) Resources.

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- (c) Ensure all stakeholders across both Users and ESN Suppliers are kept abreast of significant developments in the proposed service design;
- (d) Oversee the delivery of end to end cross ESN Supplier service management processes; and
- (e) Review Service related documentation for approval.

9.8.2 The agenda shall include (but is not limited to) a review of:

- (a) Risks and issues;
- (b) Lessons learned; and
- (c) Key Milestones.

9.9 **Role of the Operational Change Advisory Board**

9.9.1 The Operational Change Advisory Board shall:

- (a) Ensure effective application of the Operational Change process and how it applies to the addition, modification or removal of baseline hardware, network, software, application, environment or system in the production and reference testing environments; and
- (b) Ensure collaboration in the pursuit of change implementation between the Supplier and Other ESN Suppliers.

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10 Annex 3: Representation and Structure of Single Supplier Board & Programme Board

- 10.1 Single Supplier Board (all attendance is subject to change as per Paragraph 4 of this Schedule 8.1 (Governance)).

Board Members	Role
Authority Members of Single Supplier Board <i>*denotes attendance on request</i> <i>**denotes ad-hoc attendance</i>	Programme Director**
	Commercial Director**
	Director of Delivery and Deployment (Chair)
	Commercial Deputy Director (Deputy Chair)
	Technical Lead
	Secretariat
	PMO representation*
	Finance Lead*
	Service Management Lead*
	Product Director/Deputy Director*
	Deputy Director (Coverage)
Supplier Members of Single Supplier Board <i>*denotes attendance on request</i> <i>**only the relevant ESN Supplier will attend its own Single Supplier Board</i>	Supplier Senior Lead**
	US Supplier Senior Lead**
	Key Sub-contractor Senior Lead*
Frequency of Single Supplier Board	
Location of Single Supplier Board	

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10.2 Programme Board (all attendance is subject to change as per Paragraph 4 of this Schedule 8.1 (Governance)).

Board Members	Role
Authority Members of Programme Board	Senior Responsible Officer
	Programme Director
	Programme Manager
	Ministry of Housing, Communities and Local Government representative
	Scottish Government representative
	Welsh Government representative
	Cabinet Office representative
	HM Treasury representative
	Police – Senior Customer representative
	Fire – Senior Customer representative
	Heath – Senior Customer representative
	Wales – Senior Customer representative
	Scotland – Senior Customer representative
Supplier Members of Programme Board <i>*denotes attendance on request</i>	Supplier Senior Lead*
	US Supplier Senior Lead*
	Not used
Frequency of Programme Board	
Location of Programme Board	

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11 **Annex 4: Multi-Supplier Governance Board Representation**

11.1 All attendance is subject to change as per Paragraph 4 of this Schedule 8.1 (Governance).

11.2 **Technical Design Authority Representation**

Board Members	Role
Authority Members of Technical Design Authority <i>*minimum two representatives required for quorum</i>	Head of Design Authority (Chair)
	Programme Architect
	Technical Lead Devices
	Technical Lead Core Network
	Central Technology
	Central Technology
US Supplier Members of Technical Design Authority <i>*only one person required for quorum</i>	Head of Solution Architecture
MS Supplier Members of Technical Design Authority <i>*only one person required for quorum</i>	Architect
	Architect
	Director
Other ESN Supplier Members of Technical Design Authority	Architect
Frequency of Technical Design Authority	
Location of Technical Design Authority	

11.3 **Projects Review Board Representation**

Authority Members of Projects Review Board	Delivery Partner Engagement Lead Head of Programme Management Design Authority and Assurance Lead Director of Solution Development
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	Director of Service Operations Commercial Lead Senior User – Ambulance Senior User – Fire Senior User – Police Senior User – Immigration Enforcement Senior User – Scotland Senior User – Wales Programme Secretariat
ESN Supplier Members of Projects Review Board	
Other ESN Supplier Members of Projects Review Board	
Frequency of Project Review Board meetings	
Location of Projects Review Board meetings	

11.4 Delivery Integration Board Representation

Authority Members of Delivery Integration Board	Head of Technical Delivery Product Delivery Lead (Chair) Product Project Managers, Technical SMEs as required Chief Engineer Service Management Lead Devices Lead Air Lead Control Rooms Lead Test Lead
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	Security Lead User Representative – Fire User Representative – Ambulance User Representative – Police Senior Users – Scotland, Wales Embedded Programme Management Office Hub support will be a non-advisory role
ESN Supplier Members of Delivery Integration Board	Delivery leads; PMs and Technical SMEs to support hot topic discussions
Other ESN Supplier Members of Delivery Integration Board	Delivery leads PMs and Technical SMEs to support hot topic discussions
Frequency of Delivery Integration Board meetings	
Location of Delivery Integration Board meetings	

11.5 Service Operations Board Representation

Authority Members of Service Operations Board	Chief Technology Officer (Chair) Service Design & Delivery Lead Security Operations Manager Service Transition Lead Senior User – Ambulance Senior User – Fire Senior User – Police Senior User – Immigration Enforcement Senior User – Scotland Senior User – Wales
ESN Supplier Members of Service Operations Board	

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<i>*denotes ad-hoc attendance</i>	
Other ESN Supplier Members of Service Operations Board	
Frequency of Service Operations Board meetings	
Location of Service Operations Board meetings	

11.6 Coverage Working Group Representation

Board Members	Role
Authority Members of Coverage Working Group	Coverage Programme Lead (Chair)
	Coverage Workstream Leads
	Technical SMEs (when required)
	Coverage Project Managers (when required)
	Commercial Lead (when required)
	Police User Coverage Lead
	Ambulance User Coverage Lead
	Fire User Coverage Lead
	Wales Coverage Lead
	Scotland Coverage Lead
Frequency of Coverage Working Group	
Location of Coverage Working Group	

11.7 Capability Deployment Board Representation

Board Members	Role
Authority Members of Capability Deployment Board	Delivery and Deployment Director (Chair)
	Deputy Director (Coverage) and Deputy Director (Capability Delivery)

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	Coverage and Capability Delivery Workstream Leads (as required)
	User Engagement Business Partner
	Technology Lead
	Commercial Lead
	Police Senior User
	Ambulance Senior User
	Fire Senior User
	Wales Senior User
	Scotland Senior User
Frequency of Capability Deployment Board	
Location of Capability Deployment Board	

11.8 Service Design Working Group Representation

Board Members	Role
Authority Members of Service Design Working Group	Service Design Architect (Chair)
	Service Manager
	Police Operational User/Assurance SMEs
	Ambulance Radio Programme Operational User / Assurance SMEs
	Fire Operational User / Assurance SMEs
	Scotland Operational User / Assurance SMEs
	Wales Operational User / Assurance SMEs
	ESN NSS (Non Standard Services)
	Immigration Enforcement
	ESN Security Team
	ESN Transition / Deployment Team

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ESN Supplier Members of Service Design Working Group	MS Supplier Representative
Frequency of Service Design Working Group	
Location of Service Design Working Group	

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12 Annex 5: Governance Structure

