



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 8
GOVERNANCE AND CONTRACT MANAGEMENT

Front End Services (FES) UK

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1. INTRODUCTION

- 1.1 The Parties shall comply with the management principles set out within this Schedule
- 1.2 This Schedule covers the following topics:
 - 1.2.1 the objectives and relationship principles of the contractual arrangement;
 - 1.2.2 the management plans and policies which the Authority requires the Supplier to develop maintain and use to manage the operation of this Contract;
 - 1.2.3 the management framework required for monitoring and managing the performance of this Contract;
 - 1.2.4 the organisational structure to be adopted by the parties to deliver the Contract management function; and
 - 1.2.5 Contractual Risk Management.

2. OBJECTIVES

- 2.1 The primary objective of the Contract management process is to ensure that the delivery of the Services is planned, monitored and controlled effectively, in the manner set out in this Schedule.
- 2.2 The primary objective is achieved through management of the relationship between the Authority and the Supplier that is structured to achieve:
 - 2.2.1 the regular review of strategic progress of this Contract and the addressing of any issues arising;
 - 2.2.2 the day-to-day management of this Contract;
 - 2.2.3 the effective and regular review of the Supplier current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements;
 - 2.2.4 the operation of the dispute resolution procedure as set out in Schedule 25 (**Dispute Resolution Procedure**) of the Contract; and
 - 2.2.5 effective Risk Management.

3. RELATIONSHIP PRINCIPLES

- 3.1 Throughout the duration of the Contract both Parties shall:
- 3.1.1 operate under shared objectives, values and behaviours which shall be agreed between the Parties from time to time;
 - 3.1.2 operate mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved; and
 - 3.1.3 recognise that the successful delivery of the Services relies on the strength of the relationships between the Parties and a commitment to work together to deliver the Services and any agreed or required Service changes or improvements.

4. PARTIES' REPRESENTATIVES AND SCOPE OF THE AUTHORITY

- 4.1 The Supplier shall be managed at the day to day level by the Parties' respective Contract Manager, whose details are set out in Annex 8-1 to this Schedule, in accordance with the terms of this Service Agreement.

5. ESTABLISHMENT, BOARD STRUCTURE AND REPRESENTATION OF THE CONTRACT BOARD

- 5.1 A Contract Board shall be established by the Authority, on which the Supplier and the Authority shall be represented.
- 5.2 The Supplier shall attend the Contract Board.
- 5.3 Annex 8-1 to this Schedule describes in relation to the Contract Board:
- 5.3.1 the Authority members of the Contract Board;
 - 5.3.2 the Supplier's members of the Contract Board;
 - 5.3.3 the frequency that the Contract Board shall meet (unless otherwise agreed by the Parties);
 - 5.3.4 the location of the Contract Board's meetings; and
 - 5.3.5 the planned start date by which the Contract Board shall be established.

- 5.4 In the event that the Supplier wishes to replace any Contract Board Member position, 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 Contract Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.
- 5.5 Each Party shall ensure that its Contract Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:
- 5.5.1 a delegate attends the relevant Contract Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- 5.5.2 that he/she is debriefed by such delegate after the Contract Board meeting.
- 5.6 A chair shall be appointed by the Authority for the Contract Board as identified in Annex 8-1 in this Schedule. The chair shall be responsible for:
- 5.6.1 scheduling Contract Board meetings;
- 5.6.2 setting the agenda for Contract Board meetings and circulating to all attendees in advance of such meeting;
- 5.6.3 chairing the Contract Board meetings;
- 5.6.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Contract Board meetings;
- 5.6.5 ensuring that minutes for Contract Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants, usually within seven (7) Working Days after the Board meeting; and
- 5.6.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 5.7 The Parties shall ensure, as far as reasonably practicable, that each Contract Board shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before it. Each Party shall use reasonable endeavours to ensure that Contract Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

6. ROLE OF CONTRACT BOARD

- 6.1 The Contract Board shall:
 - 6.1.1 discuss significant issues which have affected or may affect delivery of the FES Service, discuss the commissioning and initiation of new FES Services;
 - 6.1.2 develop and propose the relationship development strategy and ensure the implementation of the same;
 - 6.1.3 contribute to and own the shared risk register and agree and be responsible for actions to mitigate or manage risks; and
 - 6.1.4 utilise customer insight and performance to identify continuous improvement, innovation of Service improvements and efficiency opportunities.
- 6.2 The Parties shall observe the following relationship principles as part of the Contract Board whereby:
 - 6.2.1 they shall operate under shared objectives, values and behaviours which shall be agreed between the Parties from time to time;
 - 6.2.2 they shall create mutual trust based on openness and honesty to enable issues to be resolved; and
 - 6.2.3 the Supplier will be expected to share relevant information to the provision of FES Services generally
- 6.3 The Authority and Supplier's attendance at all Contract Board meetings shall be at their own expense.

7. CONTRACT MANAGEMENT MEETINGS

- 7.1 The Supplier's Representative shall attend Contract Management Meetings in person as directed by the Authority including but not limited to:
 - 7.1.1 a Monthly Performance Meeting;
 - 7.1.2 an Annual Performance Meeting;
 - 7.1.3 ad-hoc meetings; and
 - 7.1.4 any other meetings as indicated in this Service Agreement

- 7.2 All meetings shall be chaired and a written record will be created and held by the Authority's Representative.
- 7.3 All meetings, unless otherwise agreed between the Parties, shall be held at the Authority's Premises.
- 7.4 The Supplier shall ensure that their Supplier Representative attends each meeting, except where it has been agreed with the Authority that a deputy may attend on their behalf (such consent not to be unreasonably withheld).
- 7.5 The Authority and Supplier's attendance at all Management Meetings shall be at their own expense.

8. ROLE OF MONTHLY PERFORMANCE MEETING

- 8.1 The Monthly Performance Meeting shall review the calendar months performance preceding the date of the Meeting including but not limited to:
 - 8.1.1 discussing the content of the Supplier's Performance reports;
 - 8.1.2 identify opportunities for achieving Service improvements;
 - 8.1.3 ensure that any operational risks to security, integrity and performance are understood and being managed;
 - 8.1.4 discuss any issues likely to affect the performance of the Terms and Conditions;
 - 8.1.5 consider and resolve Disputes (including Disputes as to the cause of a Delay or Service Failure) in the first instance and if necessary escalate the Dispute in accordance with Schedule 25 (**Dispute Resolution Procedure**);
 - 8.1.6 discuss issues relating to delivery of the existing Service and performance against Service Levels and the Authority Requirements; and
- 8.2 The Supplier will develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - 8.2.1 the identification and management of risks and issues; and
 - 8.2.2 the completion of a Contract Risk Register to be submitted for review by both Parties prior to the Contract Monthly meeting;

9. ROLE OF THE ANNUAL PERFORMANCE MEETING

- 9.1 The Annual Performance Meeting shall review the Annual performance no later than by the end of the third month of the Effective Date Annual performance year, including but not limited to:
- 9.1.1 discussing the content of the Suppliers annual audited accounts in conjunction with the Supplier's Annual Performance report;
 - 9.1.2 being accountable for the comprehensive oversight of the Contract;
 - 9.1.3 managing the operational relationship between the parties;
 - 9.1.4 identifying opportunities to develop service improvements through-out service delivery;
 - 9.1.5 discussing the overall Risk associated with service delivery;
 - 9.1.6 discussing any issues likely to affect the wider performance of the Terms and Conditions.

ANNEX 8-1: CONTRACT MANAGERS AND BOARDS**1. CONTRACT MANAGERS**

Authority Contract Manager:	
Supplier Contract Manager:	

2. CONTRACT BOARD REPRESENTATION AND STRUCTURE

Authority Contract Board Members:	
Supplier Contract Board Members:	
Start Date for Board Meetings:	
Frequency of Board Meetings:	Bi-Monthly
Location of Board Meetings:	

*To be completed following award