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**PSN CONNECTIVITY**

**APPENDIX 12**

**GOVERNANCE**

In accordance with Paragraph 3.1 of Schedule 6.1 (Governance) of the Call-Off Terms, the following Board structures and representations shall apply: Where any names are not set out below but marked as “TBA” all such names shall be notified to the other Party in writing and recorded in a Change Authorisation Note.

**1 SERVICES BOARD**

***The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000***

- 1.1 The responsibilities of the Services Board shall (unless agreed otherwise by the Parties in writing) be to:
- 1.1.1 provide review and approve, where possible, short-term and long-term plans and activities in regard to the delivery of the Operational Services;
  - 1.1.2 review the Contractor's performance and assess whether the Service Measures and related Service Level Targets are monitoring aspects of the Services which are key to the Customer Authority;
  - 1.1.3 assure that the Operational Services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Customer Authority including the security requirements;
  - 1.1.4 review the Operational Services' performance, the Root Cause Analysis and impact on Service Credits;
  - 1.1.5 resolve key Operational Service delivery issues that are escalated;
  - 1.1.6 decide discrepancies or escalations on Changes coming out of the Contractor Board;
  - 1.1.7 assess and review performance against any continuous improvement outcomes and deliverables implemented pursuant to Clause 13.4;

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- 1.1.8 inform the Customer Authority of the number and frequency of meetings planned at the operational day to day management levels;
- 1.1.9 approve the establishment of any Customer Authority business unit facing boards on a Project by Project basis between the Contractor and the Customer Authority;
- 1.1.10 decide if Service Credits are to be deducted from the Contractor's Service Charges;
- 1.1.11 discuss any Agency Manager compliance issues; and
- 1.1.12 resolve or escalate disputes, where applicable in accordance with the structure and flow diagram set out at Paragraph 6 below.
- 1.2 The members of the Services Board shall be as follows:
  - 1.2.1 Customer Authority Service Delivery Manager to be appointed Chairperson;
  - 1.2.2 The Customer Authority Services Board Representative(s) shall be: **[TBA]**;
  - 1.2.3 The Contractor's Service Manager shall be: **REDACTED (Service Delivery Manager)**;
  - 1.2.4 The Contractor's Services Board Representative(s) shall be: **REDACTED (Service Delivery Manager)** and **REDACTED (Customer Service Management – Manager)**;
  - 1.2.5 A representative appointed by the Agency Manager if requested by the Customer Authority;
  - 1.2.6 Any representatives appointed by any New Suppliers or Other Suppliers if requested by the Customer Authority.
- 1.3 The date, time and location of the first Services Board meeting shall be at such location and time (within normal business hours) as the Customer Authority Service Delivery Manager shall reasonably require unless otherwise agreed in advance in writing.
- 1.4 The frequency of subsequent Services Board meetings shall be monthly or as required by the Customer Authority. At the Customer Authority's discretion (acting reasonably), the Services Board shall meet either in person, via telephone

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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) not to hold Services Board meeting when scheduled, or at all.

- 1.5 Save for emergency meetings requested by the Customer Authority, the date, time and location of subsequent Services Board meetings shall be agreed at the previous Services Board meeting or announced by the Chairperson at least seven (7) Working Days in advance of each meeting. Emergency meetings shall be set up as soon as reasonably practicable if requested by the Authority.

**2 CONTRACTOR BOARD**

- 2.1 The responsibilities of the Contractor Board shall (unless agreed otherwise by the Parties in writing) be as follows:

2.1.1 review the Contractor's overall performance under and compliance with this Agreement;

2.1.2 review and approve Contract Changes;

2.1.3 consider service improvements referred to it in accordance with Clause 13 (Services Improvement);

2.1.4 decide the amounts of Service Credits to be deducted from the Contractor's Service Charges;

2.1.5 review matters (including Disputes) escalated or referred to it by the Services Board;

2.1.6 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 Schedule 6.4 (Exit Management), particularly in relation to the production and updating of the Exit Plan and the provision of any Termination Services.

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- 2.1.7 resolve or escalate disputes, where applicable in accordance with the structure and flow diagram set out at Paragraph 6 below.
- 2.2 The members of the Contractor Board shall be as follows:
- 2.2.1 Customer Authority **[TBA]** to be appointed Chairperson;
- 2.2.2 the Contractor representative shall be: **REDACTED (Account Director)**;
- 2.2.3 a representative appointed by the Agency Manager if requested by the Customer Authority;
- 2.2.4 any representatives appointed by any New Suppliers or Other Suppliers if requested by the Customer Authority.
- 2.3 The date, time and location of the first Contractor Board meeting shall be at such location and time (within normal business hours) as the Customer Authority Service Delivery Manager shall reasonably require unless otherwise agreed in advance in writing.
- 2.4 The frequency of subsequent Contractor Board meetings shall be monthly or as required by the Customer Authority. At the Customer Authority's discretion (acting reasonably), the Contractor Board 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) not to hold Contractor Board meeting when scheduled, or at all.
- 2.5 The date, time and location of subsequent Contractor Board meetings shall be agreed at the previous Contractor Board meeting or announced by the Chairperson at least seven (7) Working Days in advance of each meeting.

**3 PARTNERING BOARD**

- 3.1 The responsibilities of the Partnering Board shall (unless agreed otherwise by the Parties in writing) be as follows:
- 3.1.1 managing the strategic relationship between all Parties at a senior level;
- 3.1.2 evaluating feedback from other governance bodies about the whole spectrum of the relationship between the Customer Authority, the New Suppliers and the Other Suppliers;

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- 3.1.3 acting as point of escalation from the ICT Director Board for issues from service delivery and financial performance perspectives and any staff matters that arise; and
- 3.1.4 addressing the alignment of the Customer Authority's ICT strategy and the leverage of ICT to deliver additional value to the Customer Authority's business activities.
- 3.2 The members of the Partnering Board shall be as follows:
  - 3.2.1 Customer Authority Commercial Services Director to be appointed Chairperson;
  - 3.2.2 the Customer Authority Partnering Board Representative(s) shall be: **[TBA]**;
  - 3.2.3 the Contractor Partnering Board Representative(s) shall be: **REDACTED (Account Director)**;
  - 3.2.4 a representative appointed by the Agency Manager if requested by the Customer Authority;
  - 3.2.5 any representatives appointed by any New Suppliers or Other Suppliers if requested by the Customer Authority.
- 3.3 The start date for the first Partnering Board meeting shall be at agreed between the Parties following the Operational Services Commencement Date.
- 3.4 The frequency of subsequent Partnering Board meetings shall be every six (6) months thereafter or as required by the Customer Authority.
- 3.5 The location of subsequent Partnering Board meetings shall be agreed by the Parties at the first Partnering Board meeting which will be held at the Customer Authority Site or as subsequently agreed at the previous Partnering Board meeting or announced by the Chairperson at least seven (7) Working Days in advance of each meeting.

**4 TECHNOLOGY STEERING BOARD (TSB)**

- 4.1 The TSB shall bring together senior board executives from the Customer Authority and the Contractor to provide direction on activities that lead to increased understanding of mutual objectives, ensuring alignment with Customer Authority's and overall government ICT Strategy and influence behavioural changes to drive

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improvements to the quality and health of the relationship. The responsibilities of the TSB shall (unless agreed otherwise by the Parties in writing) be as follows:

- 4.1.1 to provide both strategic oversight of the relationship and act as a forward looking forum to share strategies and identify alignment opportunities between the Customer Authority and the Contractor;
  - 4.1.2 to build and govern the relationships between the Customer Authority and the Contractor;
  - 4.1.3 to ensure that the Contractor understands the Customer Authority's expectations and that the Contractor, the New Suppliers and the Other Suppliers are working together to build a stronger alliance; and
  - 4.1.4 serves as an escalation forum to resolve issues which have not been resolved at the other Boards in accordance with the governance structure / flow diagram as set out in Paragraph 6 below.
- 4.2 The members of the TSB shall be as follows:
- 4.2.1 Customer Authority Corporate Resources Director to be appointed Chairperson;
  - 4.2.2 the Customer Authority TSB Representative(s) shall be: **[TBA]**;
  - 4.2.3 a representative appointed by the Contractor if requested by the Customer Authority;
  - 4.2.4 a representative appointed by the Agency Manager if requested by the Customer Authority;
  - 4.2.5 any representatives appointed by any New Suppliers or Other Suppliers if requested by the Customer Authority.
- 4.3 The start date for the first TSB meeting shall be as specified by the Customer Authority.
- 4.4 The frequency of subsequent TSB meetings shall be every month thereafter or as required by the Customer Authority.
- 4.5 The location of TSB meetings will be held at the Customer Authority Site or as otherwise directed by the Customer Authority.

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**5 ICT DIRECTOR BOARD**

5.1 The responsibilities of the ICT Director Board shall (unless agreed otherwise by the Parties in writing) be as follows:

5.1.1 oversee the implementation of the ICT governance strategy;

5.1.2 set the overall ICT compliance strategy;

5.1.3 review and approve ICT standards and guidelines;

5.1.4 monitor the Contractor's compliance with the Customer Authority's security requirements including any security issues escalated to it by the Services Board;

5.1.5 lead and co-ordinate the development of security requirements and ensure that any security breaches are rectified;

5.1.6 identify potential improvements or innovation in process in technology that deliver business benefits to the Customer Authority;

5.1.7 drive innovation through the review of ICT technologies and recommendations delivered by the provider to ensure that the Services are aligned to, and support the Customer Authority's ICT strategy; and

5.1.8 decide upon discrepancies and escalations in accordance with the escalation structure and flow diagram set out at Paragraph 6 below.

5.2 The members of the ICT Director Board shall be as follows:

5.2.1 Customer Authority Commercial Services Director to be appointed Chairperson;

5.2.2 the Customer Authority ICT Director Board Representative(s) shall be: **[TBA]**;

5.2.3 a representative appointed by the Contractor Manager if requested by the Customer Authority;

5.2.4 a representative appointed by the Agency Manager if requested by the Customer Authority;

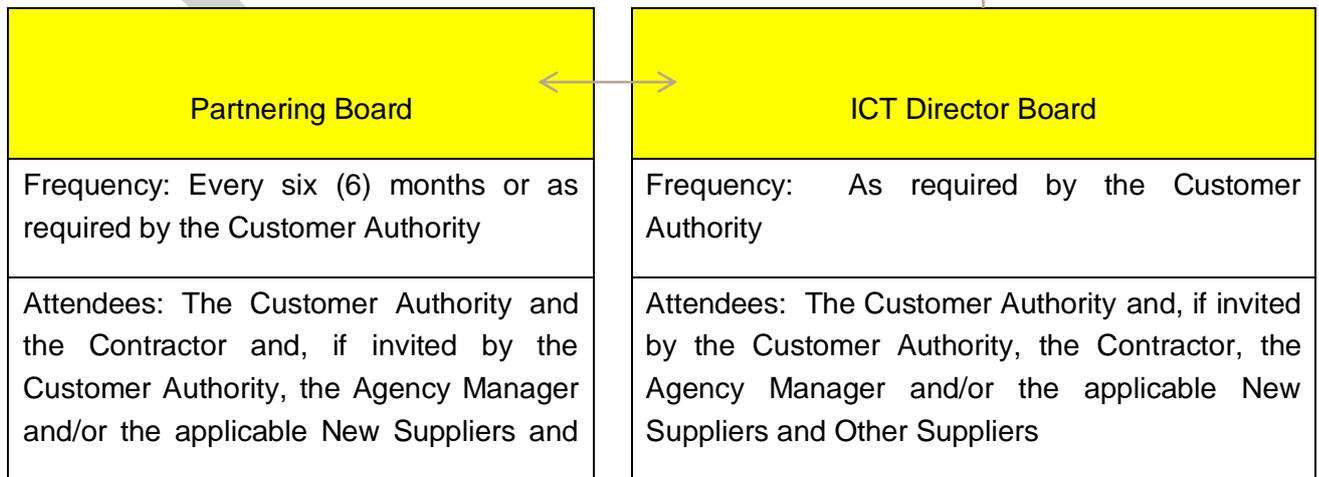
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- 5.2.5 any representatives appointed by any New Suppliers or Other Suppliers if requested by the Customer Authority.
- 5.3 The start date for the first ICT Director Board meeting shall be as specified by the Customer Authority.
- 5.4 The frequency of subsequent ICT Director Board meetings shall be every month thereafter or as required by the Customer Authority.
- 5.5 The location of ICT Director Board meetings will be held at the Customer Authority Site or as otherwise directed by the Customer Authority.
- 6. **OVERVIEW OF GOVERNANCE STRUCTURE, BOARDS AND FORUMS**

**STEERING LEVEL**

<b>TECHNOLOGY STEERING BOARD (TSB)</b>
Frequency: Monthly or as required by the Customer Authority
Attendees: The Customer Authority; and if invited by the Customer Authority, the Agency Manager and/or the applicable New Suppliers and Other Suppliers
Scope: as set out in Paragraph 4.1 above

**EXECUTIVE LEVEL**



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Other Suppliers
Scope: as set out in Paragraph 3.1 above

Scope: as set out in Paragraph 5.1 above



**OPERATIONAL MANAGEMENT LEVEL**

Contractor Board	Services Board
Frequency: Monthly or as required by the Customer Authority	Frequency: Monthly or as required by the Customer Authority
Attendees: The Customer Authority, the Contractor and, if requested by the Customer Authority, the Agency Manager and/or the applicable New Suppliers and Other Suppliers	Attendees: The Customer Authority and the Contractor and, if requested by the Customer Authority, the Agency Manager and/or the applicable New Suppliers and Other Suppliers
Scope: as set out in Paragraph 2.1 above	Scope: as set out in Paragraph 1.1 above