MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 8.1

GOVERNANCE

Governance

1. DEFINITIONS
   1. In this Schedule, the following definitions shall apply:

|  |  |
| --- | --- |
| “Board Member” | the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3; |
| “Boards” | the Service Management Board, Programme Board, Change Management Board, and Technical Board and “Board” shall mean any of them; |
| “Change Management Board” | the body described in Paragraph 6; |
| “Programme Board” | the body described in Paragraph 5; |
| “Service Delivery Managers” | the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2; |
| “Service Management Board” | the body described in Paragraph 4; and |
| “Technical Board” | the body described in Paragraph 7. |

1. MANAGEMENT OF THE SERVICES
   1. The Supplier and the Authority shall each appoint an individual for the purposes of this Agreement through whom the Services shall be managed at a day-to-day.
   2. Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
   3. From one (1) week following the Effective Date, the Service Delivery Manager for each of the Parties will hold a one (1) hour telephone call every week until expiry of the Term.
2. BOARDS

Establishment and structure of the Boards

* 1. The Boards shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.
  2. In relation to each Board, the:
     + 1. Authority Board Members;
       2. Supplier Board Members;
       3. frequency that the Board shall meet (unless otherwise agreed between the Parties);
       4. location of the Board's meetings; and
       5. planned start date by which the Board shall be established,

shall be as set out in Annex 1. For the avoidance of doubt, any change to the Boards or Annex 1 shall be agreed in accordance with the Change Control Procedure

* 1. In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

* 1. Each Party shall ensure that its 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:
     + 1. a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
       2. that he/she is debriefed by such delegate after the Board Meeting.
  2. A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
     + 1. scheduling Board meetings;
       2. setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
       3. chairing the Board meetings;
       4. monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
       5. ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
       6. facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
  3. Board meetings shall be quorate as long as at least two representatives from each Party are present.
  4. The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

1. ROLE OF THE SERVICE MANAGEMENT BOARD
   1. The Service Management Board shall be responsible for the executive management of the Services and shall:
      * 1. be accountable for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
        2. NOT USED;
        3. receive reports from the Service Delivery Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators;
        4. NOT USED;
        5. deal with the prioritisation of resources and the appointment of Service Delivery Managers on behalf of the Parties;
        6. consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute; and
        7. develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.
   2. Additionally, the Service Management Board shall serve as a forum to discuss other obligations in this Agreement, including (but not limited to):
      * 1. monitoring the Supplier’s progress against the Product Backlog on a monthly basis, pursuant to Schedule 2.1 (*Services Description*);
        2. reviewing the Performance Monitoring Reports on a monthly basis, pursuant to Schedule 2.2 (*Performance Levels*);
        3. reviewing the Quarterly Contract Report on a quarterly basis, pursuant to Schedule 7.5 (*Financial Reports and Audit Rights*) Part B (*Financial Reports*);
        4. reviewing the Transparency Reports and Virtual Library completeness on a quarterly basis, pursuant to Schedule 8.4 (*Reports and Records Provisions*);
        5. reviewing the Supplier’s performance against Social Value commitments on a bi-annual basis, pursuant to Schedule 4.1 (*Supplier Solution*);
        6. reviewing the Continuous Improvement Plan on a bi-annual basis, pursuant to Clause 8 (*Services Improvement*);
        7. reviewing the Modern Slavery Assessment Tool on an annual basis, pursuant to Clause 36.8 (*Modern Slavery*);
        8. reviewing the Supplier’s performance against the environmental requirements on an annual basis, pursuant to Schedule 2.3 (*Standards*) Annex 1 (*Environmental Requirements****)****;*
        9. reviewing the output of any IT Health Check and reviewing the updated Security Management Plan on an annual basis, pursuant to Schedule 2.4 (*Security Management*);
        10. reviewing each entity in the FDE Group’s performance against the Financial Target Thresholds on an annual basis, pursuant to Schedule 7.4 (*Financial Distress*);
        11. reviewing the Annual Contract Report on an annual basis, pursuant to Schedule 7.5 (*Financial Reports and Audit Rights*) Part B (*Financial Reports*);
        12. reviewing the updated Exit Plan on an annual basis, pursuant to Schedule 8.5 (*Exit Management*);
        13. reviewing the output of any testing of the Service Continuity Plan on an annual basis, pursuant to Schedule 8.6 (*Service Continuity Plan*).
2. ROLE OF THE PROGRAMME BOARD
   1. NOT USED:
      * 1. NOT USED;
        2. NOT USED;
        3. NOT USED.
   2. NOT USED:
      * 1. NOT USED;
        2. NOT USED;
        3. NOT USED;
        4. NOT USED;
        5. NOT USED;
        6. NOT USED.
   3. The Programme Board shall:
      * 1. monitor the Supplier’s performance against the Implementation Plan;
        2. approve material amendments to the Implementation Plan;
        3. identify and manage risks and issues relating to the Implementation Phase;
        4. monitor the payment of Charges to the Supplier; and
        5. approve communications to End Users.
3. ROLE OF THE CHANGE MANAGEMENT BOARD
   1. The Change Management Board shall assess the impact and approve or reject all Change Requests.
   2. The Change Management Board shall:
      * 1. provide a prioritisation for each item in the Product Backlog;
        2. analyse and record the impact of all Changes, specifically whether the proposed Change:
           1. has an impact on other areas or aspects of this Agreement and/or other documentation relating to the Services;
           2. has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
           3. will raise any risks or issues relating to the proposed Change; and
           4. will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;
        3. NOT USED;
        4. approve or reject (close) all proposed Changes.
4. ROLE OF THE TECHNICAL BOARD
   1. The Technical Board shall be accountable to the Service Management Board for oversight of the technology used in the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority.
   2. The Technical Board shall:
      * 1. ensure compliance with the Standards;
        2. grant dispensations for variations from such compliance where appropriate;
        3. assure the coherence and consistency of the systems architecture for the Supplier Solution;
        4. monitor developments in new technology and reporting on their potential benefit to the Services;
        5. provide advice, guidance and information on technical issues; and
        6. assure that the technical architecture of the Supplier Solution is aligned to the Service Requirements and has sufficient flexibility to cope with future requirements of the Authority.
5. NOT USED
   1. NOT USED.
   2. NOT USED.
      * 1. NOT USED;
        2. NOT USED;
        3. NOT USED;
        4. NOT USED;
        5. NOT USED.
6. CONTRACT MANAGEMENT MECHANISMS
   1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
      * 1. the identification and management of risks;
        2. the identification and management of issues; and
        3. monitoring and controlling project plans.
   3. NOT USED.
7. NOT USED
   1. NOT USED.
   2. NOT USED.
8. : representation and structure of Boards

Service Management Board

|  |  |
| --- | --- |
| Authority Members of Service Management Board | * Environment Agency service owner (senior user) * Defra service owner (senior user) * Service Delivery Manager (senior user) * Senior commercial manager (senior supplier) |
| Supplier Members of Service Management Board | * Service Delivery Manager (chairperson) * 2 other attendees if/when required |
| Start Date for Service Management Board meetings | One (1) month following Achievement of the ATP1 Milestone. |
| Frequency of Service Management Board meetings | Monthly for 1 hour. |
| Location of Service Management Board meetings | Held remotely, in Bristol, or in London as agreed by the Authority. |

Programme Board

|  |  |
| --- | --- |
| Authority members of Programme Board | * Senior Responsible Owner (SRO) * Project manager (senior supplier) * Programme manager * Environment Agency service owner (senior user) * Defra service owner (senior user) * Service Delivery Manager (senior user) * Senior commercial manager (senior supplier) * Senior architect (senior supplier) |
| Supplier members of Programme Board | * Project manager * Service Delivery Manager (chairperson) * 2 other attendees if/when required |
| Start date for Programme Board meetings | From the Effective Date until Achievement of the CPP2 Milestone. |
| Frequency of Programme Board meetings | Monthly for 2 hours. |
| Location of Programme Board meetings | Held remotely, in Bristol, or in London as agreed by the Authority. |

Change Management Board

|  |  |
| --- | --- |
| Authority Members of Change Management Board | * Environment Agency service owner (senior user) * Defra service owner (senior user) * Service Delivery Manager (senior user) * Senior commercial manager (senior supplier) |
| Supplier Members of Change Management Board | * Service Delivery Manager (chairperson) * 2 other attendees if/when required |
| Start Date for Change Management Board meetings | One (1) month following Achievement of the ATP1 Milestone. |
| Frequency of Change Management Board meetings | Monthly for 1 hour. |
| Location of Change Management Board meetings | Held remotely, in Bristol, or in London as agreed by the Authority. |

Technical Board

|  |  |
| --- | --- |
| Authority Members of Technical Board | * Environment Agency service owner (senior user) * Defra service owner (senior user) * Service Delivery Manager (senior user) * Senior commercial manager (senior supplier) * <5 representatives from other Defra Group bodies |
| Supplier Members of Technical Board | * Service Delivery Manager (chairperson) * 3 other attendees if/when required |
| Start Date for Technical Board meetings | Three (3) months following Achievement of the CPP1 Milestone. |
| Frequency of Technical Board meetings | Once every six (6) months for three (3) hours. |
| Location of Technical Board meetings | Held remotely, in Bristol, or in London as agreed by the Authority. |