

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION
EQUIPMENT

Agreement

relating to the service and maintenance of fixed and mobile RN detection equipment

Schedule 8.5 (Governance and Contract Management)

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION
EQUIPMENT**1. INTRODUCTION**

This Schedule sets out the governance structures and contract management procedures agreed between the Parties, by which this Agreement will be governed and managed.

2. GENERAL PRINCIPLES

2.1 The Supplier shall provide suitably empowered representatives to attend the Review Meetings, whose terms of reference and representation is described in Annex 1. The Review Meetings comprise the boards and meetings as described within this Schedule and Annex 1. For efficiency and effectiveness of governance and scheduling, at the Authority's sole discretion, these meetings may be consolidated from time to time.

2.2 The Supplier agrees the governance set out in this Schedule and shall 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 which the Authority notifies to the Supplier.

3. MANAGEMENT OF THE CONTRACT

3.1 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 on a timely basis.

4. BOARD MEMBERSHIP

4.1 Both the Authority and the Supplier shall appoint the relevant and appropriate representatives for the Review Meetings as set out in Annex 1.

4.2 Both the Authority and the Supplier shall ensure that their representatives are empowered to make relevant decisions or have access to empowered individuals for decisions to be made at all Review Meetings. If a representative, either on their own or by reference to the relevant empowered individual(s), is unable to decide at the applicable meetings, the Chairperson will set a time period for which the decision is to be provided in writing.

4.3 Both the Authority and the Supplier shall ensure that each representative has a nominated deputy who has the delegated authority to make decisions in the absence of the relevant representative or has access to the empowered individual(s) for the decisions to be made.

5. MANAGING BOARD MEETINGS

5.1 Each Party shall ensure that its representatives shall use all reasonable endeavours to attend the Review Meetings at which attendance is required.

5.2 In the event that any representative is not able to attend a Review Meeting, that representative shall use all reasonable endeavours to ensure that:

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

5.2.2 that he/she is debriefed by the nominated deputy after the meeting.

5.3 A chairperson shall be appointed by the Authority for each Review Meeting, who will be responsible for chairing each Review Meeting (the "**Chairperson**").

5.4 The Supplier, except where dictated otherwise by the Authority, acting on behalf of the Chairperson shall be responsible for:

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- 5.4.1 scheduling the Review Meetings and advising each Party's representatives of all relevant details to enable such representatives to attend the Review Meetings;
 - 5.4.2 seeking agreement with the Authority to the agenda for Review Meetings and circulating the agenda, minutes and action logs from the previous meeting to all the representatives in advance of such meeting, a minimum of five (5) Working Days prior to meeting;
 - 5.4.3 monitoring the progress of any follow up tasks and activities agreed to be carried out following Review Meetings;
 - 5.4.4 ensuring that minutes and actions for each Review Meeting are agreed, recorded and disseminated electronically to the appropriate persons and to all Review Meeting participants within five (5) Working Days after the meeting;
 - 5.4.5 ensuring that tasks or activities that cannot be resolved are escalated to the appropriate persons within each of the Supplier, suppliers and the Authority and are included in the agenda for and addressed as part of the next Review Meeting or where such task cannot be resolved are escalated in accordance with the Dispute Resolution Procedure;
 - 5.4.6 facilitating the process or procedure by which any decision agreed at any Review Meeting is given effect in the appropriate manner within the timescales agreed at the applicable meeting; and
 - 5.4.7 capturing and filing the Review Meeting records in accordance with the Authority's procedures for managing and capturing such records.
- 5.5 The outcome or status of any follow up tasks resulting from a Review Meeting will be provided by the responsible representative or their nominated deputy to the Chairperson a minimum of two (2) Working Days prior to the issue of the agenda for the next Review Meeting.
- 5.6 Subject to the Authority's discretion, Review Meetings shall be quorate as long as at least one representative of each party or their nominated deputy is present.
- 5.7 The Authority reserves the right to convene, by exception, a Review Meeting at short notice if there is a specific operational requirement for such a Review Meeting.
- 5.8 The Authority reserves the right to convene, by exception, specific meetings to address any specific issues.
- 6. GOVERNANCE OVERVIEW**
- 6.1 This Paragraph 6 of this Schedule details the governance structure of the Review Meetings as well as any other meeting called by the Supplier or the Authority, deemed necessary to resolve issues and conflicts between projects.
- 6.2 Service Review Meetings will be held to review service performance and address issues arising. Issues that cannot be addressed or are considered by the meeting attendees to be of sufficient importance will be referred to the Contract review Meeting.
- 6.3 Contract Review Meetings will be held to review contract performance, to consider and authorise variations, to address matters escalated from the Service Review Meeting.
- 6.4 The Review Meetings shall exist throughout the Term to address and resolve contractual arrangements and service performance pursuant to this Agreement.

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- 6.5 The Contract Review Meeting shall be the highest governance body for key decisions to be made between the Supplier and the Authority for service and contract management matters related directly to this Agreement.
- 6.6 Matters that cannot be resolved by the Contract Review Meeting shall be referred to the Dispute Resolution Procedure.
- 6.7 In all cases the membership, frequency, location and start date of each Review Meeting is as set out in Annex 1, or as outlined by the related terms of reference documentation.

7. CONTRACT MANAGEMENT

7.1 INTRODUCTION

- 7.2 The successful delivery of this Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Agreement with the Supplier and maintaining this relationship throughout the Term.
- 7.3 To achieve this strategic relationship, there will be a requirement to adopt proactive contract management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.
- 7.4 The Authority reserves the right to invite other attendees to Review Meetings, at its discretion.

8. MANAGEMENT

Management Structure

- 8.1 The Supplier Representative shall take overall responsibility for providing the Services required within this Agreement, and shall appoint a suitably qualified deputy to act in the Supplier Representative's absence.
- 8.2 The Supplier shall put in place a structure to manage the Agreement in accordance with Schedule 2.1 (Requirements) and Schedule 2.2 (Performance).
- 8.3 The Parties shall endeavour to agree a full governance structure & governance timetable for the Agreement within twenty (20) Working Days from the Effective Date.
- 8.4 Following discussions between the Parties following the Effective Date, the Supplier shall produce and issue to the Authority a draft Supplier Action Plan. The Authority shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Parties shall endeavour to agree and put into effect the Supplier Action Plan, unless the Authority otherwise approves, within ten (10) Working Days from receipt by the Authority of the draft Supplier Action Plan.
- 8.5 The Supplier Action Plan shall be maintained and updated on an on-going basis by the Supplier. Any proposed changes to the Supplier Action Plan shall be notified by the Supplier to the Authority for approval. The Authority shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise approves, be agreed between the Parties and come into effect within two (2) weeks from receipt by the Supplier of the Authority's notification.

Service Review Meetings

- 8.6 Monthly Service Review Meetings will take place at the Authority's premises, or at a location otherwise agreed by the Authority, throughout the Term.

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- 8.7 The Parties shall be flexible about the timings and locations of the Service Review Meetings, however the Supplier will use its best endeavours to seek and meet the Authority's timing and location preference for each instance of the Review Meeting.
- 8.8 The purpose of the Service Review Meetings will be to review the Supplier's performance under this Agreement and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.
- 8.9 The Service Review Meetings shall be attended, as a minimum, by the Authority DDAT Representative and the Supplier Service Manager.

9. PERFORMANCE

- 9.1 The KPIs and Service Levels applicable to this Agreement are set out in Schedule 2.2 (Performance).
- 9.2 The Supplier shall establish processes to monitor and report its performance against the agreed KPIs and Service Levels. The Supplier shall at all times ensure compliance with the standards set by the KPIs and Service Levels.
- 9.3 The Authority shall review progress against the KPIs and Service Levels to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Agreement.
- 9.4 The Supplier's achievement of KPIs and Service Levels shall be reviewed during the Review Meetings, in accordance with paragraph 8.8 above, and the review and on-going monitoring of KPIs and Service Levels will form a key part of the contract management process as outlined in this Schedule.
- 9.5 The Authority reserves the right to adjust, introduce new, or remove KPIs or Service Levels throughout the Term, however any material changes to KPIs or Service Levels shall be agreed between the Authority and the Supplier.
- 9.6 The Authority reserves the right to use and publish the performance of the Supplier against the KPIs and Service Levels without restriction.

10. ESCALATION PROCEDURE

In the event that the Authority and the Supplier are unable to agree the performance score for any KPI or Service Level during a Service Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Contract Review Meeting. If it not agreed there it will be referred to the Dispute Resolution Procedure.

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Annex 1: Terms of Reference – Review Meetings

1. The following outlines the Review Meetings that will be held directly between the Supplier and the Authority and require attendance from the Effective Date.

2. Role of the Service Review Meeting

2.1.1 The Service Review Meeting shall review the Supplier's performance with respect to the delivery of the Services to the Authority.

The Services Meeting shall manage the relationship between the Authority and the Supplier, using a "no surprises" approach by providing early identification of risks and issues, joint working to resolve problems and an open and honest discourse on the progress of the Supplier's contribution to the programme.

3. Responsibilities of the Service Review Meeting

3.1.1 Specific responsibilities of the Service Review Meeting are:

- (a) to provide scrutiny against the Supplier's Key Performance Indicator and Service Level reports in accordance with this Agreement;
- (b) to agree mitigation actions to any actual or potential shortfall in meeting the Key Performance Indicators or Service Levels;
- (c) ensure commercial arrangements are providing expected behaviours; and
- (d) Identify any changes required due to improvements in technology, standards, performance, network capabilities etc.

4. Service Review Meeting Membership

4.1.1 The membership of the Service Review Meeting is set out below:

Board Members	Role	Name
Authority Members of the Service Review Meeting	Chairperson	TBC
	Authority Business Representative (CNO)	TBC
	DDAT Representative	TBC
Supplier Members of the Service Review Meeting	Supplier Representative	Oliver Manning
*denotes attendance on request	*Technical Manager	Mark Drake

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	Service Manager	Michael Field
	* Project Manager	Sam Sparks
Start Date for the Service Review Meeting	Contract Commencement	
Frequency of the Service Review Meeting	Monthly (or as required)	
Location of the Service Review Meeting	To be confirmed, however expectation is that the venue will be London based in the first Period of the Contract Term.	

5. Role of the Contract Review Meeting

5.1.1 The Contract Review Meeting shall review the Supplier’s performance with respect to the delivery of the Services to the Authority.

6. Responsibilities of the Contract Review Meeting

6.1.1 Specific responsibilities of the Contract Review Meeting are:

- (a) to review contract performance against contract and business expectations; and
- (b) ensure commercial arrangements are providing expected behaviours; and
- (c) consider any issues escalated from Contract Review Meeting
- (d) to review supplier value for money and gainshare initiatives.
- (e) to oversee contract variations

7. Contract Review Meeting Membership

7.1.1 The membership of the Contract Review Meeting is set out below:

Board Members	Role	Name
Authority Members of the Contract Review Meeting	Commercial Manager	Paul Newman
	Chairperson	TBC
	Authority Business Representative (CNO)	TBC
	DDAT Representative	TBC

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Supplier Members of the Contract Review Meeting *denotes attendance on request	Programme Director	Mike Perkins
	Supplier Representative	Oliver Manning
	Commercial Manager	Anita Broadhead
	*Technical Manager	Mark Drake
	*Service Manager	Michael Field
	* Project Manager	Sam Sparks
Start Date for the Contract Review Meeting meetings	Contract Commencement	
Frequency of the Contract Review Meeting meetings	Monthly (or as required)	
Location of the Contract Review Meeting meetings	To be confirmed, however expectation is that the venue will be London based in the first Period of the Contract Term.	