

# **Schedule 17**

## **Governance**

## Schedule 17: Governance

### 1 Definitions

1.1 In this Schedule, the following definitions shall apply:

<b>"Board Member"</b>	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 3.4;
<b>"Boards"</b>	the Service Management Board, Programme Board, Change Management Board, Technical Board and Risk Management Board and <b>"Board"</b> shall mean any of them;
<b>"Change Management Board"</b>	the body described in Paragraph 6;
<b>"Project Managers"</b>	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
<b>"Risk Management Board"</b>	the body described in Paragraph 8;
<b>"Service Management Board"</b>	the body described in Paragraph 4; and
<b>"Technical Board"</b>	the body described in Paragraph 7.

### 2 Management of the Services

- 2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day level.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

### 3 Boards

#### Establishment and structure of the Boards

- 3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.
- 3.2 The Authority, at its discretion may for reasons of efficiency and/or proportionate contract management with the Supplier, combine Boards as necessary.
- 3.3 In relation to each Board, the:

- 3.3.1 Authority Board Members;
  - 3.3.2 Supplier Board Members;
  - 3.3.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
  - 3.3.4 location of the Board's meetings; and
  - 3.3.5 planned start date by which the Board shall be established,
- shall be as set out in Annex 1.
- 3.4 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**

- 3.5 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:
- 3.5.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
  - 3.5.2 that they are debriefed by such delegate after the Board Meeting.
- 3.6 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
- 3.6.1 scheduling Board meetings;
  - 3.6.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
  - 3.6.3 chairing the Board meetings;
  - 3.6.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
  - 3.6.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within 7 Working Days after the Board meeting; and
  - 3.6.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.7 Board meetings shall be quorate as long as at least two representatives from each Party are present.

- 3.8 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.

#### **4 Role of the Service Management Board**

- 4.1 The Service Management Board shall be responsible for the executive management of the Services and shall:
- 4.1.1 be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
  - 4.1.2 report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
  - 4.1.3 receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
  - 4.1.4 review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
  - 4.1.5 deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
  - 4.1.6 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 to the Programme Board; and
  - 4.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

#### **5 Role of the Programme Board**

- 5.1 The Programme Board shall:
- 5.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;
  - 5.1.2 be the point of escalation from the Change Management Board, the Technical Board and the Service Management Board; and
  - 5.1.3 carry out the specific obligations attributed to it in Paragraph 5.2.
- 5.2 The Programme Board shall:
- 5.2.1 ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;

- 5.2.2 receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
- 5.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- 5.2.4 authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
- 5.2.5 provide guidance and authorisation to the Change Management Board on relevant Changes.

## **6 Role of the Change Management Board**

- 6.1 The Change Management Board shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.
- 6.2 The Change Management Board shall:
  - 6.2.1 analyse and record the impact of all Changes, specifically whether the proposed Change:
    - (a) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;
    - (b) has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
    - (c) will raise any risks or issues relating to the proposed Change; and
    - (d) will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;
  - 6.2.2 provide recommendations, seek guidance and authorisation from the Programme Board as required; and
  - 6.2.3 approve or reject (close) all proposed Changes.

## **7 Role of the Technical Board**

- 7.1 The Technical Board shall be accountable to the Programme 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.
- 7.2 The Technical Board shall:
  - 7.2.1 ensure compliance with the Standards;

- 7.2.2 grant dispensations for variations from such compliance where appropriate;
- 7.2.3 assure the coherence and consistency of the systems architecture for the Supplier Solution;
- 7.2.4 monitor developments in new technology and reporting on their potential benefit to the Services;
- 7.2.5 provide advice, guidance and information on technical issues; and
- 7.2.6 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.

## **8 Role of the Risk Management Board**

- 8.1 The Risk Management Board shall identify and manage risks relating to the performance of the Services.
- 8.2 The Risk Management Board shall:
  - 8.2.1 provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;
  - 8.2.2 identify the risks to be reported to the Programme Board via the regular risk reports;
  - 8.2.3 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
  - 8.2.4 ratify or refuse requests to close risks on the Risk Register; and
  - 8.2.5 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

## **9 Contract Management Mechanisms**

- 9.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
  - 9.2.1 the identification and management of risks;
  - 9.2.2 the identification and management of issues; and
  - 9.2.3 monitoring and controlling project plans.
- 9.3 The Risk Register shall be updated by the Supplier and submitted for review by the Risk Management Board.

## **10 Annual Review**

- 10.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 10.2 The meetings shall be attended by the **[insert role]** of the Supplier and the **[insert role]** of the Authority and any other persons considered by the Authority necessary for the review.

## Annex 1: Representation and Structure of Boards

### Service Management Board

Authority Members of Service Management Board	[ ] [Chairperson]
Supplier Members of Service Management Board	
Start Date for Service Management Board meetings	
Frequency of Service Management Board meetings	
Location of Service Management Board meetings	

### Programme Board

Authority members of Programme Board	[ ] [Chairperson]
Supplier members of Programme Board	
Start date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

### Change Management Board

Authority Members of Change Management Board	[ ] [Chairperson]
Supplier Members of Change Management Board	
Start Date for Change Management Board meetings	
Frequency of Change Management Board meetings	
Location of Change Management Board meetings	

**Technical Board**

Authority Members of Technical Board	[ ] [Chairperson]
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

**Risk Management Board**

Authority Members for Risk Management Board	[ ] [Chairperson]
Supplier Members for Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	