###### **SCHEDULE 9**

**CONTRACT MANAGEMENT (GOVERNANCE)**

2. **Introduction**
   1. This Schedule sets out the governance structure that will be used to manage the relationship between the Authority and the Supplier under this agreement.
   2. The objectives of the governance structure set out in this Schedule are to ensure:
      1. where applicable, that both parties enable an agile approach to support development and operation of the Services;
      2. that a successful working relationship is maintained between the parties;
      3. the Supplier and the Authority discuss and agree the strategic objectives for their relationship including the delegation of authority to empower a number of key roles that will support the Services and the Supplied System;
      4. the ongoing development of the Services; and
      5. there are mechanisms in place for monitoring the Supplier's performance of the Services and its other obligations under this agreement.
3. **Principles of Governance**
   1. The arrangements set out in this Schedule are the processes by which the Supplier and the Authority will secure the objectives described in paragraph 1 of this Schedule.
   2. Each party will:
      1. co-operate with and act in good faith in dealing with the other party in relation to the operation of the arrangements described in this Schedule;
      2. where meetings are required under this Schedule, ensure that they are attended by the Authorised Representatives specified in this Schedule or, where not so specified, by Authorised Representatives of equivalent seniority to those engaged by the other party in relation to the meetings; and
      3. where communications are required under this Schedule ensure that they are made or authorised by Authorised Representatives empowered to make such communications.
   3. The Supplier shall at the reasonable request of the Authority, attend meetings other than those set out in this Schedule provided that the meeting request confirms the relevant attendees and gives reasonable notice (which shall not be less than 2 Working Days unless otherwise agreed by the parties or otherwise required by any other express provision of this agreement).
   4. The following boards will be established on which both the Authority and the Supplier shall be represented (meetings of such boards being “**Board Meetings”**, and members of such boards being “**Board Members”**, for the purposes of this Schedule):
      1. DSM Project Board;
      2. Change Advisory Board (CAB);
      3. Service Review Meeting (SRM) Board,

(each a “**Board**” and together the “**Boards**”).

* 1. Appendix 1 to this Schedule describes in relation to each Board:
     1. the objectives of such Board;
     2. the Authority members of that Board (which, for the avoidance of doubt, may include Authority contracted partners from time to time by invitation of the Authority (at its discretion), including the GMCA);
     3. the Supplier members of that Board (where applicable);
     4. the frequency at which the Board shall meet (unless otherwise agreed by the parties);
     5. the location of the Board Meetings; and
     6. the date by which the Board shall be established.
  2. The DSM Project Board will operate as a distinct entity during the Term of this agreement. The functions of the DSM Project Board may be exercised by composite or concurrent meetings, at the Authority’s discretion. Following Implementation, at the Authority’s discretion, the role of the DSM Project Board may be integrated into the activity of existing boards used by the Authority to manage the operation of services.
  3. Any Changes proposed by the DSM Project Board will be subject to the process detailed in Schedule 10 (Change Control).
  4. For the avoidance of doubt, from the first Services Effective Date, all changes made to the Supplied System operational environment will wherever reasonably possible be made with the explicit approval of the Change Advisory Board. In the event that there is a need to implement a change in order to ensure the integrity, or security of the Supplied System, the Supplier will notify the Authority that a change has been made and the reasons for the change in accordance with the defined incident management and change management processes.

1. **Relationship management**
   1. This paragraph 3 sets out the roles and responsibilities of the Authority and the Supplier and the alignment between both organisations.
   2. The Supplier Authorised Representative shall be responsible for management of the Supplier's relationship with the Authority and the provision of the Services in accordance with the terms of this agreement. The Supplier Authorised Representative shall keep the Supplier informed and up to date with relevant events relating to the provision of the Services. Relevant events shall include issues of ownership, major organisational change, mergers and acquisitions, divestments and similar events that could have a significant impact on the relationship between the Authority and the Supplier, and/or the delivery of the Supplied System to the Authority by the Supplier.
   3. The specific responsibilities of the Supplier Authorised Representative shall include the following (all to be carried out in accordance with this agreement):
      1. to perform the roles and responsibilities expressly assigned to the Supplier Authorised Representative under this agreement;
      2. to ensure that the Supplier's day to day obligations and responsibilities are carried out;
      3. to provide advice as required in relation to the ongoing development and implementation of the Supplier’s operational strategy; and
      4. to confirm the appropriate inputs to, and maintenance and management of the Supplier's compliance with this agreement.
   4. The Authority Authorised Representative in relation to the provision of the Implementation Services shall be the DSM Delivery Manager (as notified by the Authority to the Supplier from time to time), who shall be responsible for the management of the Authority's relationship with the Supplier. The specific responsibilities of such Authority Authorised Representative shall include the following (all to be carried out in accordance with this agreement):
      1. to perform the roles and responsibilities expressly assigned to the Authority’s Authorised Representative under this agreement;
      2. to ensure that the Authority’s day to day obligations and responsibilities are carried out; and
      3. to confirm the appropriate inputs to, and maintenance and management of Authority's compliance with this agreement.
   5. The Supplier's management team, shall include the roles and functions set out in the table below:

| **Role** | **Functions/Responsibilities** |
| --- | --- |
| **Executive Sponsor** | Review the overall status of the relationship, agree vision, and to provide an escalation point within the Supplier’s organisation.  Ensure that the Supplier is adequately resourced in order to meet its obligations to the Authority. |
| **Account Manager** | Overall ownership of the Authority relationship.  Responsible for relationship, commercial and delivery elements.  Responsible for working with the Authority on wider stakeholder management to ensure the smooth implementation of the Supplier Solution and operation of maintenance arrangements. |
| **Product / Process Owner** | Technical ownership of the Supplier Solution architecture. The role will have an understanding of how the solution works and the Services that it will provide.  The role will enable provision of a consistent understanding of the Supplied System (both technically and functionally) both during delivery and during operation.  Ensure the Supplier remains focused on delivering the required solution assurance. |
| **Project and Delivery Manager** | Provide the ownership and accountability for all programme work delivered to the Authority.  Manage escalation processes between the Authority and the Supplier.  Make sure methodologies are applied rigorously to deliver agreed programme/implementation plans. |
| **Customer Operations and Support Teams** | Customer Support, call management, technology roadmap, innovation and service value-add. |

* 1. The Authority’s project team will be established and (subject to appointment) shall include (but not exclusively) the roles and functions set out in the table below:

| **Role** | **Functions/Responsibilities** |
| --- | --- |
| **Product Owner** | The Product Owner works with the delivery team to:   * make sure the service fits in with the Authority’s priorities; * define what the future goal of the service is (by where an agile methodology is followed then this is often called the ‘product vision’ in agile project management); * make sure the service will meet user needs; and * make sure that the service is accessible to everyone, including people who have a disability. |
| **Project / Delivery Manager** | The main responsibilities of the Project / Delivery Manager are:   * Deliver projects and products using, where applicable, the appropriate agile project management methodology, learning & iterating frequently; * Work with the Product Owner to define the roadmap for any given product and where using an agile methodology, translate this into user stories; * Lead the collaborative, dynamic planning process - prioritising the work that needs to be done against the capacity and capability of the team; * Matrix-manage a multidisciplinary team; * Ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production). |
| **Test Manager** | The role of the Test Manager is to:   * make sure that quality is being built into the service by providing QAT leadership to the product teams; * act as a point of escalation for the test team and manage project risks with stakeholders; * support the teams making sure they have access to the relevant people, test tools and frameworks; * review test standards and procedures to optimise test delivery; * coach and mentor the testing community encouraging their career progression; * work with managers from other job families to share QAT best practice and encourage everyone in the team to think about ‘quality’; * engage with internal and external testing communities to ensure their department or government is represented and they learn from, and contribute to, developing industry practices. |
| **Solutions Architect** | The role of the Solutions Architect is to:   * Work with product managers to understand user needs for new and existing services. * Act as the technical authority in prospective, information gathering and scene setting meetings with stakeholders, evaluate technical proposals from external suppliers, and make implementation recommendations to senior stakeholders. * Work with delivery teams and partners to break technical requirements down into appropriate pieces, and to identify key API requirements for integration with internal and external systems. * Lead the rapid development of user-driven prototypes to identify technical options and inform architectural approaches, working with colleagues and supplier team members to write tests, code and documentation for new and existing systems. * Ensure that new and updated platforms, products and transactions are thoroughly tested for performance, are able to handle specified load, and can be maintained over the long-term. * Work with external suppliers to ensure that their system architectures are robust, scalable, open and secure, with appropriate overall system design and integration points/APIs, to deliver a high quality user experience. |
| **DSM Commercial Lead** | The role of the DSM Commercial Lead is to:   * Support the Supplier Authorised Representative and act as the focal point for contract management of this agreement in respect of provision of the Services. * Be the process owner for the Authority service management processes and ensure consistency in the application of service management principles across all the Authority contracts and supply arrangements; * Chair the respective Service Review Meetings with the Authority contractors, including a meeting with the Supplier in relation to the provision of the Services; * Review the Supplier’s Service Level Reports, identifying where applicable Service Deductions that may apply; * Provide reports on the Supplier’s performance against Service Levels and advise of any issues that require resolution. |

1. **General principlEs applicable to Board MEETINGS**
   1. In the event that the Supplier wishes to replace any Supplier Board Member position, it shall notify the Authority in writing of the proposed change for agreement by the Authority (such agreement not to be unreasonably withheld or delayed).
   2. 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 party's Board Member is not able to attend a Board Meeting, that party shall use all reasonable endeavours to ensure that:
      1. a delegate attends the relevant Board Meeting in the applicable Board Member's place who (wherever possible) is properly briefed and prepared; and
      2. that the applicable Board Member is debriefed by such delegate after the Board Meeting.
   3. A chairperson shall be appointed by the Authority for the DSM Project Board. 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. appointing a secretariat who shall unless otherwise required by the Authority be a representative of the Supplier. The secretariat shall give notice of meetings to all required attendees and shall accurately record and minute all Board Meetings and circulate such minutes within 5 Working Days of the date of the Board Meeting. Should in the reasonable opinion of the Authority the minutes fail to accurately reflect the proceedings at the applicable Board Meeting the Supplier shall procure that the secretariat makes such amendments to the minutes as the Authority shall reasonably require and recirculate the amended minutes within 5 Working Days of the Authority's amendment request; and
      5. facilitating the process or procedure by which any decision agreed at any Board Meeting is given effect in the appropriate manner.
   4. Board Meetings shall be quorate as long as at least two Authorised Representatives from the Authority and at least one Authorised Representative from the Supplier are present.
   5. Any of the Supplier’s Personnel required by the Authority for specific input at any Board Meeting who are not identified in this Schedule will be invited on an as required basis and the Supplier shall procure the attendance of such persons of the applicable Board Meeting.
   6. Decisions made at any Board Meeting shall be made by consensus and require the unanimous agreement of all Board Members present including Authorised Representatives of both parties.
   7. None of the meetings described in this Schedule shall have any authority to resolve any Disputes nor to agree any Changes (to which the Change Control Procedure shall apply).
2. **AUTHORISED REPRESENTATIVES**
   1. The Authority's initial Authorised Representative in relation to the provision of the Implementation Services: [INSERT DETAILS]
   2. The Authority's initial Authorised Representative in relation to the provision of the Operational Services: [INSERT DETAILS]
   3. The Supplier's initial Authorised Representative: [INSERT DETAILS]

[***Note to bidders: the representative details in paragraph 5 will need to be completed by both parties prior to contract signature]***

1. **KEY PERSONNEL**
   1. As the at the Commencement Date, the Supplier’s Key Personnel are:

| **Key Personnel Name and Role** | **Duration of Commitment** | **Applicable During** | |
| --- | --- | --- | --- |
| **Implementation Services** | **Operational Services/Support and Maintenance Services** |
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[***Note to bidders: the information in the above table will need to be populated by the bidder and approved by TfGM prior to contract signature***.]

Appendix 1 - board structures, representation and roles

**DSM Project Board**

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| **OBJECTIVES** | The DSM Project Board shall:   * be accountable for effective engagement and coordination between the Authority, the Supplier and other interested parties in the delivery of the programme in accordance with the Implementation Plan and in compliance with the programme plan; * where required by the Authority include any Supplier or Sub-Contractor representatives that the Authority has requested attend; * fulfil its responsibilities during the Term of this agreement both during implementation of each programme stage and during operation; * develop operational/supplier relationship and wherever possible identify and exploit any opportunities to improve the user experience or generate efficiency or productivity improvements; |
|  | * review any proposals for change control that will have a material impact upon the overall programme budget and prepare a recommendation to the relevant Board that is responsible for the approval of investment decisions prior to the raising of a formal Change Request in accordance with schedule 10 (Change Control); and * approve all Operational Changes in accordance with schedule 10 (Change Control). |
| The Authority’s members for DSM Project Board | The Authority’s Project/Delivery Manager - Chairperson;  The Authority’s Senior Product Owner;  The Authority’s DSM Operations Manager;  The Authority’s Functional Stakeholders; and  Any other Authority contracted partners by invitation of the Authority (at is discretion), including the GMCA. |
| Supplier members for DSM Project Board | Project Manager  Head of Business Development  Product Owner  Technical Architect  SMEs (to be invited as required)  [***Note to bidders: to be finalised with bidder prior to contract signature***] |
| Start date for DSM Project Board meetings | 5 Working Days after the Commencement Date |
| Frequency of DSM Project Board meetings | Monthly |
| Location of DSM Project Board meetings | The Authority’s Offices, 2 Piccadilly Place, Manchester, M1 3BG or by Conference Call |

**Change Advisory Board** **(CAB)**

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| **OBJECTIVES** | The Change Advisory Board (CAB) shall:   * be accountable to the DSM Project Board for the coordination of releases between the Authority, the Supplier and other interested parties where a release may affect either the Service or the services of the other interested parties; * where required by the Authority include any Supplier or Sub-Contractor representatives that the Authority has requested attend; * fulfil its role for the Term of this agreement; and * approve and schedule any technical requests for change that may be required in the performance of the Services or where there is an Operational Change or a Change Request that has been approved in accordance with schedule 10 (Change Control). |
| The Authority members for Change Advisory Board (CAB) | IS Service Manager - Chairperson;  The Authority’s Delivery Lead;  Incident Manager;  Test Manager;  Solution Architect; and  Any other Authority contracted partners by invitation of the Authority (at its discretion), including the GMCA. |
| Supplier members for Change Advisory Board (CAB) | Release Manager  Technical Architect;  Supplier Delivery Manager / Project Manager;  SMEs (to be invited as required)  [***Note to bidders: to be finalised with bidder prior to contract signature***] |
| Start date for Change Advisory Board (CAB) meetings | 5 Working Days after the Commencement Date |
| Frequency of Change Advisory Board (CAB) meetings | Weekly as required |
| Location of Change Advisory Board (CAB) meetings | The Authority’s Offices, 2 Piccadilly Place, Manchester, M1 3BG or by Conference Call |
| Reporting/Escalation (where applicable) | DSM Project Board |

**Service Review Meeting** **(SRM) Board**

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| **OBJECTIVES** | The Service Review Meeting (SRM) Board shall:   * be accountable to the DSM Project Board for the service management of the Supplier in provision of the Services; * include Supplier representation (and where required by the Authority any Sub-Contractor representatives) that the Authority has requested attend; * fulfil its role for the duration of this agreement. * analyse management information on reported issues and Service Level Failures, and report to the DSM Project Board on significant issues requiring decision and resolution; * develop operational/supplier relationship and wherever possible identify and exploit any opportunities to improve the user experience or generate efficiency or productivity improvements; and * consider and resolve conflicts and Disputes (including Disputes as to the cause of a delay to the programme or the performance of the Services) in the first instance and if necessary escalate the Dispute to DSM Project Board. |
| The Authority members for Service Review Meeting (SRM) Board | DSM Commercial Lead - Chairperson;  The Authority’s Delivery Lead;  Incident Manager; and  Any other Authority contracted partners by invitation of the Authority (at its discretion), including the GMCA. |
| Supplier members for Service Review Meeting (SRM) Board | Supplier Account Manager  Supplier Delivery Manager / Project Manager;  SMEs (to be invited as required)  [***Note to bidders: to be finalised with bidder prior to contract signature***] |
| Start date for Service Review Meeting (SRM) Board | 5 Working Days after the Commencement Date |
| Frequency of Service Review Meeting (SRM) Board | Monthly |
| Location of Service Review Meeting (SRM) Board | The Authority’s Offices, 2 Piccadilly Place, Manchester, M1 3BG or by Conference Call |
| Reporting/Escalation (where applicable) | DSM Project Board |