

CUMBRIA COUNTY COUNCIL

Lot 2.2

SCHEDULE 6.1

GOVERNANCE

Redacted contract

SCHEDULE 6.1 – GOVERNANCE

1. BACKGROUND

This schedule 6.1 sets out the governance arrangement for the purpose of this Agreement.

2. GENERAL

2.1 Nothing in the governance arrangements provided in this schedule or their operation shall be construed as prejudicing or varying either party's obligations and/or rights under this Agreement (unless agreed by the parties in accordance with the Change Control Procedure).

2.2 For the avoidance of doubt, there shall be no charge levied by the Contractor (including its Sub-contractors) for attendance and/or participation in the governance arrangements described in this schedule.

2.3 The Contractor and the Authority shall each appoint a Project Director. The relationship between the Contractor and the Authority will be managed at the day to day level through the Contractor's Project Director and the Authority's Project Director.

3. MEETINGS

3.1 The parties shall hold the meetings specified in Appendix 1 and in respect of those meetings:

3.1.1 either party may, on giving reasonable prior notice to the other party and in addition to the attendees specified in Appendix 1, reasonably request the attendance of a particular individual from the other party or an associated party at the meeting. The other party shall use all reasonable endeavours to procure that such individual is available to attend in person;

3.1.2 the Authority may opt to bring other third parties (including subject matter experts, grant funders representatives and interested community representatives) to the meetings;

3.1.3 the Authority (or the Contractor, if the Authority so directs a reasonable period in advance) will prepare and circulate in advance a proposed agenda for the meeting and the other party may add additional items;

3.1.4 the Contractor shall circulate in advance any related reports or documents required or reasonably requested by the Authority for consideration at or subsequent to any meeting (including any reports/submissions specified in Appendix 1);

3.1.5 in the event that either party wishes to replace a Board member, that party shall notify the other in writing of the proposed change. Changes to the frequency of meetings of the Boards shall be by agreement.

3.1.6 Alternates: Each party shall ensure that its Board members shall make 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 reasonable endeavours to ensure that:

- a delegate attends the relevant Board meeting in his/her place who has a suitable degree of delegated Authority to make decisions;
- (wherever possible) the alternative delegate shall be properly briefed and prepared; and

- the Board member is debriefed by such delegate after the Board meeting.
- 3.1.7 Quorum: Meetings shall be quorate as long as at least two (2) representatives from each party are present.
- 3.1.8 Chairperson: A chairperson shall be appointed by the Authority for the Strategic Board and by the Contractor for the Programme Board as identified in Appendix 1. The chairperson shall be responsible for:
- scheduling Board meetings;
 - setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - chairing the Board meetings;
 - monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - ensuring that minutes for Board meetings are recorded, maintained and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting: and
 - facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

APPENDIX 1 - MEETINGS

Meeting	Purpose	Frequency	Reports submissions /	Membership
Detailed planning Group Board	<p>To review the weekly plan for roll out of service by post code within Phase</p> <p>To agree variations to the plan, its impact upon delivery and mitigations</p> <p>To review performance of the previous week and mitigation</p> <p>To own and update the Project Plan described in Schedule 5.3 (The Project Model the Project template</p>	Weekly	As per schedule 6.4 (Reports)	<p>Contractor; Project Manager Technical Lead</p> <p>Authority; Project Manager Secretariat other community representatives as agreed with the Contractor</p>
Programme Board	<p>To review the Contractor's overall performance of the Agreement. These meetings will cover:</p> <ul style="list-style-type: none"> • Network build and commission (in particular, progress in implementing and operating Networks) • Milestone Payments • Performance against the KPIs • Operational performance (customer provisioning, technical performance and support) • RSP and end-customer take-up • use of SMEs on projects and approach to enabling opportunities for SMEs in the supply chain • review network implementation issues and minor amendments to the network build and 	Monthly but changing to quarterly once the Network has been successfully implemented	As per schedule 6.4 (Reports)	<p>Contractor: Project Director (Chair)</p> <p>Project Manager Finance Manager Secretariat</p> <p>Authority: Project Director Finance Manager</p>

Meeting	Purpose	Frequency	Reports submissions /	Membership
	<p>commission roll-out plan (subject to Change Control Procedure)</p> <ul style="list-style-type: none"> • review of other Contract Change proposals (subject to Change Control Procedure) • Prepare reports for the Strategic Board • To act on the requirements of the Strategic Board • To report to the Strategic Board on significant issues requiring decision and resolution by the Strategic Board; • To consider and resolve disputes in the first instance and if necessary escalate the dispute to the Strategic Board 			
Strategic Board	<p>To review the strategic performance of the Agreement.</p> <p>To give direction and guidance to the Strategic Deployment.</p> <p>To receive reports on Project progress.</p> <p>To receive the draft plan for the year.</p> <p>To receive financial progress updates.</p> <p>To act as the high level point for relationship management between the parties.</p> <p>To act as the point of escalation for the Programme Board.</p>	Quarterly	As per schedule 6.4 (Reports)	<p>Contractor: Project Sponsor Project Director Finance Manager</p> <p>Authority: Corporate Director (Chair) Project Director Finance Manager Secretariat</p>

Meeting	Purpose	Frequency	Reports submissions /	Membership
Strategic Board	<p>To conduct an annual review of performance against the Agreement.</p> <p>To act as the high level point for relationship management between the parties.</p> <p>To receive and review Reports from the Programme Board which summarise key aspects of the operation of the Programme.</p> <p>To provide guidance on matters which may impact on the implementation of the Programme.</p> <p>To act as the point of escalation for the Programme Board.</p>	<p>Annually within [redacted] Working Days of the anniversary of the Effective Date</p>	As per schedule 6.4 (Reports)	<p>Contractor:</p> <p>Project Sponsor Project Director Finance Manager</p> <p>Authority:</p> <p>Corporate Director (Chair) Project Director Finance Manager Secretariat</p>
End of Implementation Review Board	<p>To confirm that the Implementation Phase has been completed.</p> <p>To identify any lessons learnt throughout the phase.</p>	At end of Implementation Phase	As per schedule 6.4 (Reports)	<p>Contractor:</p> <p>Project Sponsor Project Director Finance Manager</p> <p>Authority:</p> <p>Corporate Director (Chair) Project Director Finance Manager Secretariat</p>