



**SCHEDULE 6.1**

**GOVERNANCE**

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## **SCHEDULE 6.1 – GOVERNANCE**

### **1. BACKGROUND**

This Schedule 6.1 sets out the governance arrangement for the purpose of this Contract.

### **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 Contract (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 Supplier (including its Subcontractors) for attendance and/or participation in the governance arrangements described in this Schedule.

### **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 reasonable endeavours to procure that such individual is available to attend in person;

3.1.2 the Authority may, on reasonable notice, opt to bring other third parties (including subject matter experts and interested civil service colleagues) to the meetings (for the avoidance of doubt, this attendance is subject to Clause 50 (Confidentiality));

3.1.3 the Authority (or the Supplier, 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; and

3.1.4 the Supplier 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).

### **4. Overbuild Avoidance and Scrutiny Process**

4.1 The Parties acknowledge that where the Suppliers' exchange area does not exactly match the Intervention Area there is a risk that the Network Deployment may extend to End User Premises which are outside the Intervention Area and consequently, the infrastructure deployed as part of the Network Deployment may exceed the requirement to extend Network Deployment to End User Premises in the Intervention Area ("Overbuild").

4.2 In order to minimise Overbuild, the Parties agree that

4.2.1 Throughout the period of Network Deployment the Authority shall maintain and share with the Supplier a list of postcode areas where there is a high risk of Overbuild (Overbuild Scrutiny Postcodes);

- 1.2.2 The Supplier shall, when provided with the list of Overbuild Scrutiny Postcodes, identify to the Authority where the Project Plan requires the Supplier to develop infrastructure which serves premises outside of the Intervention Area (the "Affected Infrastructure"). The Parties shall then review the sizing and capacity of the Affected Infrastructure to confirm that it is sized appropriately to reach the End User Premises.
- 1.2.4 Where, having conducted the analysis in paragraph 1.2.2 the Parties consider that the placement of the Affected Infrastructure gives rise to Overbuild then the Authority and the Supplier shall jointly consider whether to;
- (a) agree alternative infrastructure to replace the Affected Infrastructure so as to reduce or remove Overbuild and/or;
  - (b) exclude the Affected Infrastructure from the Project Plan subject to it being provisioned by another commercial provider.

Provided that in either case changes to the Project Plan shall be made in accordance with Schedule 4.1.

## APPENDIX 1 - MEETINGS

Meeting	Purpose	Frequency	Reports submissions /	Membership
Operational Project team meeting	<p>To review implementation progress and identify potential problems with the progress against both the standard and the in-fill deployment plans.</p> <p>Prepare and agree reporting packs for the Management Board to ensure consistent messaging.</p>	Weekly	<p>Build and roll out report; Build forecast report;</p> <p>Any exception reports to identify deviation from planned progress;</p>	<p><b>Supplier:</b> Project Manager Infrastructure Programme Manager</p> <p><b>Authority:</b> Programme Director Assistant to the Programme Director</p>
Management Board	<p>To review the Supplier's overall performance of the Contract. These meetings will cover:</p> <ul style="list-style-type: none"> <li>• Network build and commission (in particular, progress in Network Deployment)</li> <li>• Milestone Payments</li> <li>• Operational performance (customer provisioning, technical performance and support)</li> <li>• RSP and end-customer take-up</li> <li>• use of SMEs on projects and approach to enabling opportunities for SMEs in the supply chain</li> <li>• review Network implementation issues and minor amendments to the Network build and commission roll-out plan (subject to Change Control Procedure)</li> <li>• review of other Contract Change proposals (subject to Change Control Procedure)</li> </ul>	Monthly but changing to quarterly once the Network has been successfully implemented	<p>As per Schedule 6.4 (Reports);</p> <p>Contract Management Report (in accordance with Schedule 2 Part B)</p>	<p><b>Supplier:</b> Key Personnel</p> <p><b>Authority:</b> Programme Director Assistant to the Programme Director</p>
Strategic Board	To consider the overall direction and success of the programme from a holistic perspective. This will include any milestone slippage; marketing and communication activities, demand stimulation	Every 6 weeks initially, moving to quarterly by mutual agreement.	As per Schedule 6.4 (Reports) Add hoc reports that may be	<p><b>Supplier:</b> 3 people maximum to include: Managing Director: NGA</p>

Meeting	Purpose	Frequency	Reports / submissions	Membership
	<p>activities and any new support activities that might need to be undertaken.</p> <p>The emphasis will be on ensuring successful programme delivery and the associated successful image management for the programme from both the Supplier and the Authority perspective.</p> <p>First point of escalation for issues and potential disputes.</p>		<p>required from time to time.</p>	<p>delivery;</p> <p><b>Authority:</b> 3 people maximum to include Deputy Chief Executive (Surrey County Council)</p>