

APPENDIX B

GOVERNANCE (SCHEDULE 7.1)

1. INTRODUCTION

- 1.1 This schedule describes the procedures that will be used to manage the relationship between the Authority, the Provider and Customers under the Agreement and any Customer Agreements.
- 1.2 The Essex NGN governance model is intended to provide a fit-for-purpose structure for the management of the Agreement and any Customer Agreements. Overall control of the Agreement is kept within the Authority, however this governance model and particularly the role of the Strategic Management Board (SMB) allows for autonomy in the management of Customer Agreements where this is appropriate.

2. THE STRATEGIC MANAGEMENT BOARD

- 2.1 The Strategic Management Board (SMB) manages the overall service and delivery strategies for the Essex NGN.
- 2.2 The Board comprises a senior representative for each Customer (or groups of Customers, by agreement), plus the Authority's Head of NGN Services and the Authority's Representative. The Board will be chaired by the Head of NGN Services.
- 2.3 The Provider shall attend SMB meetings for which it has received a request (where possible ten (10) Days in advance, such request may be in writing or otherwise) from the Head of NGN Services or other SMB Representative (when necessary). The Provider's Representative in attendance at any SMB meeting must be empowered by the Provider to make decisions within the scope of the Essex NGN relationship.
- 2.4 For the purposes of every SMB meeting, the SMB shall be in quorate if a representative from each of the following bodies is in attendance:

- i. the Authority;
 - ii. Essex Local Education Authority & Independent Schools as a group
 - iii. EOLP as a group throughout the first Transformation Year (in accordance with R006 of Schedule 1.1 (Technical Specification))
- 2.5 Each and every member of the SMB has one equal vote. For approval of proposals subject to the agenda of an SMB meeting, the SMB must have the support of the Authority's Representative and at least two other Board Members.
- 2.6 In a deadlock situation, the Authority's Representative shall have the casting vote.
- 2.7 As Customers enter into Customer Agreements with the Provider, they shall gain a seat on the SMB from its relevant Customer Agreement Commencement Date.
- 2.8 Individuals nominated to sit on the Board to represent Customers, must be empowered by their organisation to make decisions within the scope of the Essex NGN relationship.
- 2.9 The members represented on the SMB are:
 - The Authority
 - Essex Local Education Authority & Independent Schools as a group
 - EOLP as a group throughout the first Transformation Year (in accordance with R006 of Schedule 1.1 (Technical Specification)); and
 - any other Customers.
- 2.10 The SMB's roles and responsibilities are to:

- Oversee the relationship between the Authority, the Customers and the Provider;
- Oversee and, if required, assist with any contractual/legal issues which have failed to be resolved by the relevant parties using the Escalation Procedure in relation to the Agreement or relevant Customer Agreement(s);
- Set overall strategic policy and direction for Essex NGN;
- Carry out its obligations in relation to the Change Control Procedure for the Agreement and all Customer Agreements when applicable (namely Changes which have or are likely to have a material impact on the Services and or terms of the Agreement);
- Carry out its obligations in relation to Schedule 8.1 (Customer Agreement Procedure);
- Deal with any service implementation issues which have been referred to the SMB in relation to clause 4 of the Agreement, Schedule 5.1 (Roadmap) and Schedule 5.2 (Implementation Planning) and assist the relevant parties where necessary to resolve any issues so far as possible before a Dispute is created.
- Approve the Communications and Marketing Strategy for the Essex NGN and any proposed updates and amendments.
- Review and consider any other business presented to the SMB as an Agenda Item by any of the SMB members in advance of the next SMB meeting which may require the decision making process as set out in paragraphs 2.4 to 2.6 above, and agree any further actions, which shall be minuted by the Authority and distributed to all SMB members within a reasonable period.

- Agenda Items may include any of the points raised above in this paragraph 2.10, and also include (but not be limited to) issues in relation to performance, new business cases/project proposals, and statutory compliance.

3. THE NGN SERVICE MANAGEMENT TEAM

- 3.1 The NGN Service Management Team is a team within the Authority, whose task is to manage the relationship with the Provider in relation to the fulfilment of the Authority's obligations under the Agreement and to act as an escalation channel in the management of Customer Agreements in line with paragraph 6 of this Schedule 7.1 (Governance).
- 3.2 The NGN Service Management Team is led by a full-time Head of NGN Services, supported by a full-time Network Operations Manager and two Service Performance Managers. The NGN Service Management team also includes expert members representing other functions from within the Authority's IS Department, including Technical Design Architecture, IT Strategy, IT Security and Information Assurance.
- 3.3 The Authority, as represented by the Service Management Team, retains the accountability and the legal right to RIPE and NOMINET. These services will be managed on behalf of the Authority by the Provider.
- 3.4 The NGN Service Management Team shall:
- Manage the overall contractual relationship with the Provider, i.e. the Agreement, including monthly contract review meetings.
 - Manage Changes once these have been signed off by the Strategic Management Board, as identified in Schedule 7.2 (Change Control Procedure).

- Work in collaboration with Customer Contract Management Boards to monitor and manage supplier performance across the Essex NGN, acting to resolve any performance issues or disputes where these impact the Authority or more than one Customer or facilitating the escalation of unresolved issues to the SMB.
- Oversee budget management, charging and service credits for the Authority's relationship with the Provider and for the Essex NGN overall.
- Support the Provider in exploring business development opportunities within the scope of the services detailed within the OJEU Notice with Essex NGN Customers and the wider market of Eligible Customers.
- In collaboration with the Provider, manage the implementation of the Marketing and Business Development Strategy.
- Oversee the implementation of the Authority's Milestones as set out in Schedule 5.1 (Roadmap) and of any further continuous service improvement programmes as agreed from time to time.
- Manage risks relating to the Agreement.
- Review customer satisfaction and manage resulting issues.

4. CUSTOMER CONTRACT MANAGEMENT BOARDS

- 4.1 Eligible Customers may receive Services under the Agreement in accordance with Schedule 8.1 (Customer Agreements).
- 4.2 Each Customer is expected to establish a Contract Management Board within their own organisation to manage the operational relationship between the Provider and the Customer.

- 4.3 Contract Management Boards will focus on the operational and performance management of the specific relationship, as governed by the relevant Customer Agreement.
- 4.4 Where the Contract Management Board has failed to resolve an operational or service performance issue, such issues must be referred to the Authority's Head of NGN Services, who may escalate the issue to the Strategic Management Board.
- 4.5 In any dispute, once the above escalation channels have been exhausted, the Authority retains the right to determine the required action to resolve the outstanding issues.

5. PROVIDER RESPONSIBILITIES

- 5.1 As part of the on-going relationship, the Provider must carry out a number of activities and deliver and/or maintain a number of documents to support the governance of the Agreement. These are:
- Make provision for the effective management of the overall contractual relationship with the Authority and Customers
 - Attend all governance boards both at a strategic and individual Customer level and contract management meetings as required by the Authority and Customers.
 - Produce an Outline Implementation Plan, Detailed Implementation Plans and High Level Implementation Plans as defined in Schedule 5.2 (Implementation Planning). All these plans must lead to the achievement of the milestones specified in Schedule 5.1 (Roadmap) and those agreed in Customer Agreements.
 - Implement any Changes to the Services as instructed by the SMB in accordance with the agreed Change Control Procedure.

- Conduct regular service reviews with any third parties delivering services under this Agreement to secure the most cost effective method of providing the service required by the Authority and Customers.
- Provide operational service performance reporting against all agreed performance indicators, as defined in Schedule 1.2 (Service Management) and ad-hoc reporting for the SMB as required by the Authority and Customers.
- Manage budgets, charging and service credits and provide detailed financial reporting to the Authority, based on open-book principles.
- Proactively assess and prioritise improvements to operational processes or the design of the Essex NGN infrastructure and recommend service improvements to the Head of NGN Services or the SMB as appropriate.
- Handle the administration for meetings of the SMB, any Customer Contract Boards and other agreed groups tasked with the management of the Agreement or Customer Agreements. This includes the timely production of agendas, timetables, minutes and papers.
- Develop and drive a Marketing and Business Development Strategy focused on the expansion of the base of Essex NGN Customers within the scope of Eligible Customers. This Strategy must be presented to the Strategic Management Board for sign-off within three months of the Transformation Start Date. The strategy must contain an explicit plan for the implementation of Customer Agreements with the members of EOLP who are receiving the R006 Services as defined in Schedule 1.1 (Technical Specification).

- Develop and implement a continuous service improvement programme, taking advantage of economies of scale and emerging technology to drive down the charges for the Services and to enhance the quality of the Services in line with market developments.
- Actively seek customer views and feedback and take action to improve customer perception of the quality and value of the Services.
- Manage RIPE and NOMINET services on behalf of the Authority and report any activity to the Head of NGN Services at least quarterly.
- Maintain an asset register of the entire Essex NGN Infrastructure in accordance with Clause 22 (Assets). This shall be kept updated with any changes available to the Authority at least on a quarterly basis.
- Make financial and operational records available for audit purposes as required under the Agreement and or when requested by the SMB.

5.2 The Provider responsibilities identified in paragraph 5.1 above shall be managed by the Essex NGN Service Management Team.

5.3 Both parties will pro-actively manage risks attributed to them under the terms of this Agreement.

6. DISPUTE RESOLUTION

6.1 Any Disputes shall be dealt with in accordance with Clause 35 (Dispute Resolution Procedure) of this Agreement.

6.2 The NGN Service Management Team shall act on behalf of the Authority in relation to Disputes being dealt with in accordance with Clause 35.2.

- 6.3 The Customer Contract Management Board shall act on behalf of the Customer in relation to Disputes being dealt with in accordance with Clause 35.2.
- 6.4 Where the relevant Management Boards referred to in paragraphs 6.2 and 6.3 of this Schedule 7.1 (Governance) fail to resolve the Dispute or where the Dispute impacts more than one Customer Agreement, such Dispute shall be referred to the Authority's Head of NGN Services followed by the SMB in accordance with Clauses 35.3 and 35.4 of this Agreement respectively.
- 6.5 Any Dispute which fails to be resolved in accordance the Escalation Process shall also be dealt with in accordance with the remainder of Clause 35 (Dispute Resolution Procedure).