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Department for Work and Pensions

**SCHEDULE 13**

**GOVERNANCE & REPORTING**

**1 Purpose of this Schedule**

- 1.1 This Schedule 13 (Governance & Reporting) sets out the governance and reporting arrangements for this Agreement.
- 1.2 The principal objective of governance is to identify optimal ways of overseeing planning and organising, acquiring and implementing, delivering and supporting, monitoring and evaluating the Services delivered by or through the CONTRACTOR.
- 1.3 Notwithstanding the provisions of this Schedule 13 (Governance & Reporting), the CONTRACTOR is and shall remain responsible for delivery of all the Services under this Agreement.
- 1.4 For the avoidance of doubt, the AUTHORITY is responsible for the strategic direction and policy relating to the Gateway.

**2 Board Structure**

- 2.1 Governance is made up by a number of boards that have collective responsibility for all impacts on this Agreement: strategic relationship within and outside of the immediate Agreement, monitoring and evaluation of contract delivery, communication of plans and intentions, recommendations and decision taking.
- 2.2 Unless otherwise agreed, representation for each board will be made up of representatives from the CONTRACTOR and the AUTHORITY. Only six members (three from each Party) are able to vote. A member from the AUTHORITY will be the nominated Chairperson except for the Partner Forum where the Chairperson will be a member from the CONTRACTOR. For decision making each voting member will carry one vote. The Chairperson will carry two votes. Where a member is unavailable to attend a substitute person shall have proxy voting rights so that 3 from each are always present. Where a voting decision requires a Change to the CONTRACTOR's or the AUTHORITY's obligations or scope of Services under this Agreement, this will be managed in accordance with Schedule 24 (Change Control).
- 2.3 The terms of reference for each of these boards will be defined during Transition.
- 2.4 At the highest level the overall interaction between the boards is shown in the figures below:

|  | BOARD LEVEL  |                          |                  |                |               |       |
|--|--------------|--------------------------|------------------|----------------|---------------|-------|
|  | enGage Board | Strategic Planning Board | Operations Board | Project Boards | Partner Forum | Other |
| (A) Impact on Scope of Contract and enGage | √            |                          |                  |                |               |       |

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|  |   |   |   |   |   |  |
|--|---|---|---|---|---|--|
| (B) Impact on technical delivery of ongoing services   |   | √ | √ | √ | √ |  |
| (C) Impact on Value for Money                          |   | √ |   |   |   |  |
| (D) Impact on measurement                              |   | √ | √ |   | √ |  |
| (E) Impact on commercials                              | √ | √ |   |   |   |  |
| (F) Impact on enGage approach (supplier relationships) | √ |   |   |   | √ |  |

Figure 1 – Areas of Responsibility

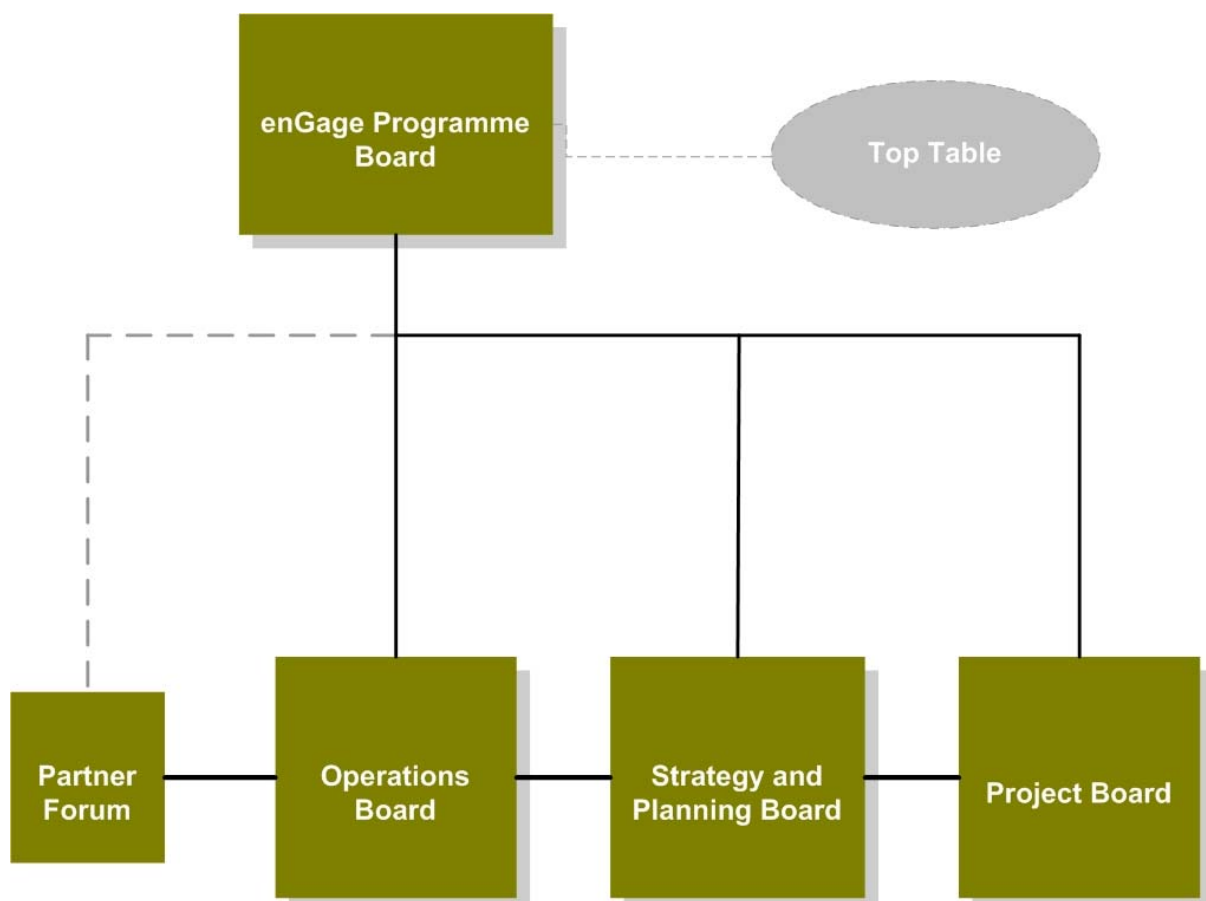


Figure 2 – Lines of Escalation

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2.5 The CONTRACTOR will own the arrangement, administration and logistics of each Board. At least five (5) Working Days before each board meeting the CONTRACTOR will distribute all input reports and other documentation to each board member.

2.6 The CONTRACTOR will be responsible for the creation of all Input and Output Reports to and from all boards, unless explicitly stated otherwise, and will circulate to relevant board members and other personnel of the Parties, as may be notified from time to time.

### **2.7 enGage Board**

(a) Representation AUTHORITY:

- (i) EDT Director
- (ii) Head of Commercial and Strategic Planning
- (iii) Head of Service Delivery
- (iv) AUTHORITY's Customers representation as agreed between the Parties

(b) Representation CONTRACTOR:

- (i) Director, Public Sector
- (ii) Account Manager
- (iii) Programme Director
- (iv) Delivery Director

(c) Responsibilities of the board are to:

- (i) set vision and objectives, align objectives by setting priorities and ensuring sufficient resources
- (ii) ensure successful delivery of this Agreement
- (iii) set explicit roles and responsibilities
- (iv) ensure benefits realisation from this Agreement for both the CONTRACTOR and the AUTHORITY
- (v) ensure adherence to IPR policies
- (vi) ensure that significant risks have been identified and are transparent – risk has been assigned

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- (vii) establish how Value For Money responsibilities and activities will cascade to other boards and in particularly the responsibility of the operations board
- (viii) managing the risk assessment framework
- (d) The board will meet six-monthly offering an opportunity for the executives of the Parties to meet and consider the strategic direction of this Agreement and relationship. Areas requiring an annual review will be covered at this board. As a minimum, this board will cover the following areas:
- (e) **Input Reports** - formal reports, including but not limited to:
  - (i) six-monthly report from the Operations Board containing a minimum of:
    - (A) review of all service performance over previous period
    - (B) recommendations for any Service Level alterations
  - (ii) six-monthly report from the Strategy and Planning Board containing a minimum of:
    - (A) ratification of strategic direction of enGage
    - (B) agreement of business and technical direction of Gateway and rolling 12 month development plan
    - (C) Benchmarking (including implications on Rate Card and CIP)
    - (D) escalated major financial and commercial Change Requests
  - (iii) six-monthly report from the Projects Board containing a minimum of:
    - (A) review of ongoing projects
  - (iv) CONTRACTOR report on impact on enGage partnership approach (supplier relationships)
  - (v) recommendations on changes to key suppliers in the delivery of the Services if appropriate
- (f) outputs from the enGage Board captured, minuted, and circulated by the CONTRACTOR:
  - (i) a timetable for taking forward recommendations from the Strategy Planning Board and Operations Board
  - (ii) agreed actions and timing for handling financial and commercial change controls
  - (iii) agreed actions and owners for risks and issues

- (iv) a communication strategy for announcing changes.

### 2.8 Partner Top Table

- (a) If at any time the AUTHORITY requires, the CONTRACTOR shall, and shall procure that any CONTRACTOR Personnel, including any licensors or such other persons as the AUTHORITY may specify, attend a meeting of the Partner Top Table convened by the AUTHORITY to discuss any issues or problems arising out of the provision of the Services.
- (b) The AUTHORITY shall chair (provided always that the chair shall have no casting vote or other special rights) and keep minutes of the meetings. The minutes shall be issued and initialled once agreed by each Party's Project Manager for the time being. Each Party will meet the actions agreed at the meetings and co-operate with the other to provide personnel, actions and decisions in order to meet their respective obligations under this Agreement.

### 2.9 Strategy and Planning Board

- (a) Representation AUTHORITY:
  - (i) EDT Director
  - (ii) Head of Commercial and Strategic Planning
  - (iii) Head of Service Delivery
  - (iv) AUTHORITY Customer representation as agreed between the Parties
- (b) Representation CONTRACTOR:
  - (i) Delivery Director
  - (ii) Programme Director
  - (iii) Operations Manager
  - (iv) Programme Office Manager
  - (v) Technical Design Authority
  - (vi) Development Manager
- (c) Responsibilities:
  - (i) modify plans to accommodate business change
  - (ii) resource allocation
  - (iii) response to change
  - (iv) acceptance of feasibility studies of Ad-hoc Project Services

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- (v) optimising costs
- (d) The objectives of the board are to harness the business and technical requirements recommended by the AUTHORITY and the CONTRACTOR taking into consideration the current performance and annual reviews, capacity management and forecasting for all elements of the Services, costs, programme risks and issues, available funding, stated strategic direction of the Gateway application development road map, emerging technologies (technology watch) or IT service management standards that may benefit the Gateway.
- (e) The board will meet quarterly, or as dictated by requirements, and as a minimum will cover the following.
- (f) **Input Reports** - formal reports, including but not limited to:
  - (i) impact on technical delivery of ongoing Services
    - (A) presentation by the AUTHORITY on Gateway application development road map
    - (B) presentation by the CONTRACTOR on development
    - (C) high level assessment by the CONTRACTOR of future business and technical requirements
    - (D) presentation by the CONTRACTOR of the Operations Board analysis of impact on live service concerning Service Builds and project based services
    - (E) presentation by the CONTRACTOR of relevant emerging technologies that it considers may be of benefit to the Gateway service.
  - (ii) impact on Value For Money
    - (A) annual overview of the Benchmarking results (prepared by the AUTHORITY)
    - (B) annual CONTRACTORS' response to Benchmarking recommendations
    - (C) when required, a report on market testing conducted by the AUTHORITY
    - (D) presentation by the CONTRACTOR of Continuous Improvement Plan options
    - (E) CONTRACTOR update on all current CIP activities

- (iii) impact on measurement
  - (A) presentation by the AUTHORITY on Gateway Service Build projections
  - (B) presentation by the AUTHORITY on Gateway usage projections
  - (C) presentation by the CONTRACTOR on current capacity management and projections
  - (D) presentation by the CONTRACTOR of current performance against Service Levels & KPIs
  - (E) review of all current development projects or other projects
- (iv) impact on commercials
  - (A) presentation by the CONTRACTOR on cost estimates for project based services that are not part of the baseline contract.
- (g) Outputs of the Strategy and Planning Board:
  - (i) recommendations for decisions to be passed onto the authority of the enGage Board
  - (ii) changes to absolute costs and charges (value and classification)
  - (iii) agreement on any required alterations for Service Levels as a result of capacity issues with either Service Builds or ongoing Services
  - (iv) agreement on ongoing development projects
  - (v) agreement on ongoing Continuous Improvement projects
  - (vi) agreement on actions arising out of Benchmarking.

### 2.10 Operations Board

- (a) Representation AUTHORITY:
  - (i) Operations Manager
  - (ii) Head of Service Delivery
  - (iii) Contract Manager
- (b) Representation CONTRACTOR:
  - (i) Programme Director



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- (ii) Operations Manager
  - (iii) Programme Office Manager
  - (iv) Development Manager
  - (v) Security Manager
  - (vi) Change Manager and/or Release Manager
- (c) Responsibilities:
- (i) management of the operations
  - (ii) assessment of current capacity and growth opportunities
  - (iii) overview of security operations- IT Health Check planning
  - (iv) assurance that critical activities relating to the Services are monitored and measured and corrective action taken early
  - (v) ensuring resources have been efficiently organised and sufficient capability (technical infrastructure, process and skills) exist to deliver the Services.
- (d) The Operations Board will meet on a monthly basis. The board will rotate agendas on a monthly basis to account for the volume of operational elements that are governed by this board. The focus will be on the core aspects that are material to the Services in terms of deliverables and quality over the preceding period, and plan for service implications for delivering requirements for the forthcoming period. This meeting is the principal forum for the parties to review day-to-day service delivery performance, service issues, and forthcoming changes.
- (e) **Input Report** - formal reports, including but not limited to:
- (i) impact on technical delivery of ongoing Services (ALL presentations by the CONTRACTOR):
    - (A) operational risks and issues;
    - (B) forward change and release schedule
    - (C) matters escalated from other specialist reviews (CAB, projects, security, etc.);
    - (D) review all dependent processes for configuration and change management
    - (E) review Services document set
    - (F) review the asset register document set

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- (G) review security document set including IT Health Checks and Application Health Checks
- (H) release compilation
- (I) forward change and release schedule
- (J) Continuous Improvement Programme and associated matters;
- (K) resource utilisation and scheduling
- (ii) impact on measurement (all presentations by the CONTRACTOR unless stated)
  - (A) performance versus Service Levels and KPIs;
  - (B) volumes and trends;
  - (C) business volumes e.g. submissions
  - (D) Service Desk metrics e.g. Incidents
  - (E) overview of Major Incidents
  - (F) overview of Changes deployed into Production
  - (G) overview of current usage vs capacity
  - (H) recommendations to cope with upcoming capacity forecasts
  - (I) review recently implemented changes for lessons learnt;
  - (J) AUTHORITY update on upcoming Service Builds scheduled
- (iii) impact on commercials
  - (A) Software license and support update
- (f) Outputs of the Operations Board:
  - (i) recommendations for any changes required to enhance the ongoing Services

### 2.11 Project Boards

- (a) Representation AUTHORITY:
  - (i) Head of Service Delivery
  - (ii) Head of Development
  - (iii) any other AUTHORITY resource as required

- (b) Representation CONTRACTOR:
  - (i) Development Manager
  - (ii) manager of any relevant current project
  - (iii) any other CONTRACTOR resource as required
- (c) These boards will be the individual Project Boards meeting at intervals agreed by the AUTHORITY and the CONTRACTOR. The boards will be set up around each discrete release or project. Keeping in line with Best Practices, these boards will be conducted in line with a standard project management methodology. The boards will be convened on a periodic basis determined by the requirements of the individual project, by its phase of development and also by its product delivery or milestone acceptance dates.
- (d) **Input Report** - formal reports, including but not limited to
  - (i) impact on technical delivery of ongoing Services (ALL presentations by the CONTRACTOR):
    - (A) start up and acceptance of scope
    - (B) PID, plan approval, milestone and checkpoint agreement;
    - (C) project guidance and direction
    - (D) stage reviews and approvals
    - (E) risk and issue review
    - (F) project closure and lessons learned
    - (G) integrity of live service against concurrent change
    - (H) alignment with communications programme, and other boards
  - (ii) outputs of the Projects Board:
    - (A) required escalations to the Operations Board or enGage Board

### 2.12 Partner Forum

- (a) Representation AUTHORITY:
  - (i) To be notified from time to time
- (b) Representation CONTRACTOR:
  - (i) Programme Director
  - (ii) Operations Manager

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- (iii) Programme Office Manager
- (iv) Development Manager
- (v) Representation from CONTRACTOR's Subcontractors as required
- (c) The Partner Forum shall be held quarterly and provides a vehicle for the dissemination of Gateway policy, as developed by the AUTHORITY, across all parties engaged through the CONTRACTOR in the delivery of the Service. Although principally a review forum for the CONTRACTOR and its Subcontractors, the AUTHORITY will have a right of attendance.
- (d) Voting rights, as described in paragraph 2.2 shall not apply. Any decisions necessary between the AUTHORITY and the CONTRACTOR shall be taken at the next available Operations Board or as otherwise agreed by the Parties.
- (e) Responsibilities:
  - (i) supplier performance and relationships
  - (ii) ensure a common understanding of business direction and product development
  - (iii) provide a forum to consider opportunities for improvements in the end to end service
  - (iv) monitoring the CONTRACTOR's supply chain management
- (f) **Input Report** - formal reports, including but not limited to:
  - (i) impact on enGage approach (supplier relationships)
    - (A) a white paper prepared by the CONTRACTOR on emerging technology, service solutions that could be relevant for the Agreement
    - (B) review of supplier developments or plans and their impact on the Services
    - (C) review any changes to key suppliers involved in delivery of the Services
  - (ii) outputs of the Partner Forum:
    - (A) impact on the Gateway and the Services and report to AUTHORITY, if applicable
    - (B) continual update of third parties risk and issues
    - (C) updates to CIPs resulting from agreed initiatives.

**3. Venue of Meetings**

As a matter of general practice the venue of the meetings of the Boards, as described in paragraph 2 above, shall be on a rotating basis between the CONTRACTOR's Premises and the AUTHORITY's Premises.