



Smart Meters Programme Schedule 8.1

(Governance) (CSP South version)

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Amendment History		
Version	Date	Status
v.1	Signature Date	Execution Copy

SCHEDULE 8.1 GOVERNANCE

INTRODUCTION

This Schedule 8.1 describes:

- (i) **Part A:** the governance framework that shall apply as between the DCC and the Relevant Providers in relation to the operation and management of this Agreement and the Smart Metering Programme generally (the "**Relevant Provider Governance Framework**"); and
- (ii) **Part B:** the support and co-operation obligations of the Contractor in relation to the governance framework under the SEC, the DCC Licence and the Multi-Party Framework Agreement (the "**SEC Governance Framework**").

The content of the Appendices to this Schedule 8.1 shall be completed by the DCC within thirty (30) days of the Effective Date for the Contractor's approval (not to unreasonably withheld or delayed) and the Contractor shall provide any information required from the Contractor for this purpose in accordance with the DCC's reasonable requests.

PART A – RELEVANT PROVIDER GOVERNANCE FRAMEWORK

1. STRUCTURE

- 1.1 The Relevant Provider Governance Framework comprises the following:
- (a) the DCC Operational Management Team and the Contractor Operational Management Team, as further described in paragraph 4 (together, the "**Operational Management Team**" or "**OMT**");
 - (b) five (5) operational management boards, as further described in paragraph 5 (each, an "**Operational Management Board**" or "**OMB**");
 - (c) a partnership management board, as further described in paragraph 6 ("**Partnership Management Board**" or "**PMB**"); and
 - (d) an executive management board, as further described in paragraph 7 ("**Executive Management Board**" or "**EMB**").
- 1.2 The OMBs, the PMB and the EMB shall each be referred to in this Schedule 8.1 as a "**Management Board**", and together, the "**Management Boards**".
- 1.3 The conduct of the Management Boards shall be subject to paragraph 8.
- 1.4 The structure of the Management Boards, and their relationship with each other and the Operational Management Team are summarised in Appendix 1 (Overview of Relevant Provider Governance Framework).
- 1.5 "**Relevant Providers**" for the purposes of this Schedule 8.1 means:
- (a) the Contractor, the Prime DSP and the other Prime CSP; and
 - (b) any other External Service Provider or DCC Service Provider that the DCC by notice to the Contractor elects:
 - (i) should be represented at any Management Board(s); or
 - (ii) should be deemed included in such definition for the purposes of any provision of this Schedule 8.1.
- 1.6 "**Relevant Contracts**" means each agreement in connection with which a Relevant Provider acts as a Provider to the DCC.

2. PURPOSE

The purpose of the Relevant Provider Governance Framework is to ensure the effective operation and management of this Agreement and the Smart Metering Programme generally, including:

- (a) partnering and relationship management generally;
- (b) monitoring of the Contractor's performance under this Agreement;

- (c) management of the Services (including all Services before and after the Achievement of the Unconstrained Roll-out Commencement Milestone);
- (d) management of Change Requests;
- (e) ensuring continuing value for money;
- (f) ensuring effective co-operation, integration and interface management between the Relevant Providers;
- (g) management of technology change, innovation and future proofing;
- (h) management of security issues;
- (i) the management of Disputes in accordance with the Dispute Resolution Procedure; and
- (j) management of the Termination Assistance Services.

3. **OBJECTIVES**

3.1 The objectives of the Relevant Provider Governance Framework are to:

- (a) facilitate formal management of this Agreement;
- (b) ensure that relevant discussions and decisions relating to this Agreement are carried out at appropriate levels of seniority and at nominated intervals;
- (c) distinguish clearly between the strategic and operational management activities and relationship levels;
- (d) ensure appropriate representation from the DCC and the applicable Relevant Providers (including the Contractor) in each governance forum described in this Schedule 8.1;
- (e) provide a mechanism for leadership, direction and control to activities within the scope of this Agreement;
- (f) provide effective decision making and escalation processes in the event of a disagreement or Dispute between the parties and/or Relevant Providers (including escalation of Disputes between the DCC and the Contractor, as well as disputes between different Relevant Providers);
- (g) facilitate the coordination and integration of the Relevant Providers to deliver a coherent end-to-end service and a coherent and integrated End-to-end Smart Metering System; and
- (h) enable the Relevant Providers to be engaged and focused on developing opportunities to provide additional benefits to the DCC.

3.2 The Contractor shall co-operate and work together with the DCC and the Prime CSPs to develop and agree, within three (3) months after the Effective Date, on a joint partnership charter which identifies the principles and

behaviours underpinning the relationship between such entities and which are necessary to deliver the Services and the DCC Services successfully on an end-to-end basis (the "**Joint Partnership Charter**"). The Joint Partnership Charter shall be consistent with the objectives set out in this paragraph 3. Once agreed, the Contractor and the DCC shall comply with the Joint Partnership Charter.

- 3.3 The DCC shall maintain a balanced scorecard to measure the effectiveness of the Joint Partnership Charter and the performance by the parties against it (the "**Balanced Scorecard**"). The Balanced Scorecard shall be a standing agenda item for each meeting of the PMB as further described in paragraph 6.4(j).

4. **OPERATIONAL MANAGEMENT TEAM**

Contractor Operational Management Team

- 4.1 Appendix 2 (Operational Management Team) sets out the details of the Contractor's operational management team under this Agreement (the "**Contractor Operational Management Team**").

- 4.2 The Contractor shall ensure that each member of the Contractor Operational Management Team:

- (a) has the authority to represent the Contractor on all matters relating to the scope of that member's responsibilities (as set out in Appendix 2);
- (b) shall be sufficiently senior within the Contractor's organisation, and granted sufficient authority by the Contractor, to ensure full co-operation with the DCC and, where applicable, the other Relevant Providers in relation to the operation and the management of this Agreement and the Smart Metering Programme generally;
- (c) dedicates a reasonable amount of their time and efforts to the performance of this Agreement; and
- (d) responds to any enquiries from the DCC Operational Management Team, and the operational management teams of the other Relevant Providers, as soon as reasonably practicable.

- 4.3 The members of the Contractor Operational Management Team shall be deemed to be Key Personnel for the purposes of this Agreement.

DCC Operational Management Team

- 4.4 Appendix 2 (Operational Management Team) sets out the details of the DCC's operational management team under this Agreement (the "**DCC Operational Management Team**").

- 4.5 The DCC shall ensure that each member of the DCC Operational Management Team:

- (a) has the authority to represent the DCC on all matters relating to the scope of that member's responsibilities (as set out in Appendix 2);

- (b) shall be sufficiently senior within the DCC's organisation, and granted sufficient authority by the DCC, to ensure full co-operation with the Contractor and, where applicable, the other Relevant Providers in relation to the operation and the management of this Agreement and the Smart Metering Programme generally;
- (c) dedicates a reasonable amount of their time and efforts to the performance of this Agreement; and
- (d) responds to any enquiries from the Contractor Operational Management Team as soon as reasonably practicable.

Role of the Operational Management Team

4.6 The collective role of the OMT is as follows (without limitation to any obligation or responsibility of the Contractor or other provision of this Agreement (including Clause 22 (Quality Assurance), Schedule 8.2 (Change Control) and Schedule 2.7 (Catalogue Services))):

- (a) ensuring that the Services are performed in such a manner as to enable the DCC to comply with the DCC Objectives;
- (b) arranging, where appropriate, and attending working level meetings and forums as necessary;
- (c) attending and reporting to the Management Boards on issues including:
 - (i) progress against the Milestones and other delivery plans;
 - (ii) key aspects of the performance of the Services;
 - (iii) continuous improvement initiatives; and
 - (iv) technology, service and other developments which offer potential for improving the benefits arising from this Agreement;
- (d) commissioning, approving and implementing Changes and Projects;
- (e) assessing opportunities for Catalogue Services and Additional Services;
- (f) provision and updating of the Quality Plan;
- (g) receiving and reviewing reports from the Contractor on matters relating to delivery of the Services, including:
 - (i) performance against Performance Measures; and
 - (ii) progress against the Milestones and other delivery plans; and
- (h) providing an overarching delivery assurance and direction-setting function to ensure that the Contractor (and, where applicable, the DCC) successfully performs its obligations under this Agreement.

5. OPERATIONAL MANAGEMENT BOARDS

- 5.1 The OMBs will be focused on the day-to-day operation of the policies, procedures, processes, tools and techniques required to deliver the services and performance requirements (including the performance measures and the milestones) under the Relevant Contracts.
- 5.2 Appendix 3 (Operational Management Boards) sets out the details of each of the OMBs, including the members of each OMB and the frequency of scheduled meetings of each OMB. For the avoidance of doubt, the DCC Operational Management Team may, on reasonable prior notice, convene additional meetings of one (1) or more of the OMBs (and/or any sub-committee of any OMB) where necessary to promptly achieve any objective(s) of the OMB, including resolving any issues or Disputes escalated to it (or them), either under this Schedule 8.1 or in accordance with the Dispute Resolution Procedure.
- 5.3 The OMB shall be entitled to establish sub-committees focused on delivery of specific functions, activities or tasks of that OMB (which sub-committees may involve different personnel to the OMB) but the decisions and acts of such sub-committee(s) shall, as between the DCC and the Contractor, be deemed to be recommendations to the OMB (and not binding decisions and/or acts of the OMB unless such authority has been delegated in advance by the OMB). Any such sub-committee(s) so established shall be subject to the provisions in paragraph 8 (Conduct of Management Boards) unless otherwise agreed by the OMB.
- 5.4 The individual role of each of the OMBs is set out in Appendix 3 (Operational Management Boards). At a high-level, the role of the OMBs collectively is as follows (without limitation to any obligation or responsibility of the Contractor or other provision of this Agreement):
- (a) monitoring and reviewing the delivery of the services under the Relevant Contracts and the operation of the Relevant Contracts generally;
 - (b) monitoring and reviewing service satisfaction and the relationship between the DCC and the Contractor generally;
 - (c) management of Changes and Projects;
 - (d) seeking to resolve any Disputes, or other contractual or performance issues, that are escalated to it by the DCC Operational Management Team in accordance with the Dispute Resolution Procedure or otherwise;
 - (e) escalating any Disputes referred to it under paragraph 5.4(d) to the PMB which:
 - (i) cannot be resolved by the relevant OMB(s) in accordance with the Dispute Resolution Procedure (or otherwise within a reasonable period); or
 - (ii) are of sufficient gravity, complexity or importance that escalation to the PMB is appropriate;

- (f) the conduct of any audits in respect of the Relevant Contracts, including under Schedule 8.4 (Records and Audit Provisions) or otherwise;
- (g) the operation of any value for money provisions in the Relevant Contracts, including under Schedule 7.3 (Value for Money);
- (h) reviewing risks to and issues with the Services;
- (i) monitoring and overseeing meetings of the OMT, including in relation to:
 - (i) implementation;
 - (ii) continuous improvement;
 - (iii) strategy planning;
 - (iv) investment and budgeting arrangements;
 - (v) technology innovation;
 - (vi) project planning; and
 - (vii) process and performance improvement within the Contractor's organisation;
- (j) monitoring and supporting the following activities:
 - (i) capacity management;
 - (ii) availability management;
 - (iii) incident and problem management;
 - (iv) resource and financial planning;
 - (v) security management; and
 - (vi) disaster recovery and business continuity;
- (k) receiving and reviewing reports from the OMT, and issuing reports to the PMB, which address:
 - (i) progress against the Milestones and other delivery plans;
 - (ii) key aspects of the performance of the Services;
 - (iii) continuous improvement initiatives;
 - (iv) quality management, including the production and updating of the Quality Plan; and
 - (v) technology, service and other developments which offer potential for improving the benefits arising from this Agreement; and

- (l) issuing reports to the EMB on particular issues or matters where it considers that a decision or guidance is required from the EMB, with the DCC to have discretion to decide whether such reports should be issued.

6. **PARTNERSHIP MANAGEMENT BOARD**

6.1 The PMB will be primarily focused on:

- (a) addressing issues which relate to the roles of more than one of the OMBs; and
- (b) seeking to resolve any issues or Disputes escalated to it by any of the OMBs, either under this Schedule 8.1 or in accordance with the Dispute Resolution Procedure.

6.2 Appendix 4 (Partnership Management Board) sets out the details of the PMB, including the members of the PMB and the frequency of scheduled meetings of the PMB. The DCC or any of the OMBs may, on reasonable prior notice, convene additional meetings of the PMB (and/or any sub-committee of the PMB) where necessary to promptly achieve any objective(s) of the PMB, including resolving any issues or Disputes escalated to it, either under this Schedule 8.1 or in accordance with the Dispute Resolution Procedure.

6.3 The PMB shall be entitled to establish sub-committees focused on delivery of specific functions, activities or tasks of the PMB (but the decisions and acts of such sub-committee(s) shall, as between the DCC and Contractor, be deemed to be recommendations to the PMB (and not binding decisions and/or acts of the PMB unless such authority has been delegated in advance by the PMB)). Any such sub-committee(s) so established shall be subject to the provisions in paragraph 8 (Conduct of Management Boards) unless otherwise agreed by the PMB.

6.4 The role of the PMB shall be as follows:

- (a) providing a steering function for the day-to-day operations of the DCC and the Relevant Providers;
- (b) ensuring that the policies and procedures applicable to each of the Relevant Contracts remain adequate and relevant (and proposing changes where necessary);
- (c) seeking to resolve such Disputes as are escalated to it by any of the OMBs in accordance with the Dispute Resolution Procedure;
- (d) escalating any Disputes referred to it under paragraph 6.4(c) to the EMB which:
 - (i) cannot be resolved by the PMB in accordance with the Dispute Resolution Procedure (or otherwise within a reasonable period); or
 - (ii) are of sufficient gravity, complexity or importance that escalation to the EMB is appropriate;

- (e) reviewing the operation of this Agreement, including the Contractor's performance against the Performance Measures, Milestones and other performance criteria;
- (f) reviewing the interaction of this Agreement and the Relevant Contracts, including to ensure that the performance measures, milestones and other performance criteria under each contract will deliver the results and end-to-end solution required by the DCC (including the DCC Objectives);
- (g) predicting business demand forecasts for the Service, in liaison with the DCC Service Users;
- (h) in relation to any risks and issues which arise across more than one of the operational areas covered by the OMBs:
 - (i) identifying and assessing such risks and issues;
 - (ii) commissioning work by the DCC and/or the applicable Relevant Providers to address such risks and issues;
 - (iii) monitoring such work in order to ensure that it is completed in a timely fashion and to an adequate standard; and
 - (iv) ensuring that any recommendations arising from such work are implemented by the DCC and/or the applicable Relevant Providers;
- (i) reviewing the adequacy and effectiveness of the Relevant Provider Governance Framework from time to time in the light of any relevant practical implications arising from management, operational and audit reports or issues;
- (j) consideration and review of the Joint Partnership Charter and Balanced Scorecard (as further described in paragraph 3);
- (k) monitoring the realisation of the benefits specified in the DECC Impact Assessment;
- (l) ensuring that all senior management of the DCC and the Contractor have a complete and accurate understanding of the requirements of this Agreement and its operation;
- (m) ensuring that each Relevant Provider and party maintains appropriate skills and resources in order to ensure the successful delivery of the DCC Requirements;
- (n) receiving and reviewing reports from the OMBs or the OMT, and issuing reports to the EMB, which address:
 - (i) progress against the Milestones and other delivery plans;
 - (ii) key aspects of the performance of the Services;
 - (iii) continuous improvement initiatives;

- (iv) quality management, including the production and updating of the Quality Plan; and
- (v) technology, service and other developments which offer potential for improving the benefits arising from this Agreement or the Smart Metering Programme generally; and
- (o) providing such support to the EMB as is required from time to time.

Annual Partnership Review Meeting

6.5 During each Contract Year, the PMB shall hold an annual partnership review meeting ("**Annual Partnership Review Meeting**"). The purpose of the Annual Partnership Review Meetings shall be to:

- (a) review the performance of the Contractor during the previous Contract Year;
- (b) report on any substantive financial or value for money issues arising;
- (c) evaluate and agree plans relating to continuous improvement initiatives under Schedule 2.4 (Continuous Improvement);
- (d) provide the DCC and the Contractor with an opportunity to identify any strategic changes which may affect the future delivery of the Services; and
- (e) to address any other matter reasonably proposed by either party.

6.6 Each Annual Partnership Review Meeting may contain separate parts, being:

- (a) a meeting between the PMB representatives of the DCC and the Contractor only (e.g. to discuss the performance of the Contractor during the previous Contract Year); and
- (b) a meeting involving the PMB representatives of other Relevant Providers.

The arrangements regarding joint meetings of the DCC, the Contractor and other Relevant Providers are further described in paragraph 8 (Conduct of Management Boards) below.

6.7 The first Annual Partnership Review Meeting shall occur by no later than fifteen (15) months after the Effective Date.

6.8 Each party shall ensure that at least one (1) member of its board of directors (or a member of senior management of an equivalent level) attends each Annual Partnership Review Meeting.

7. EXECUTIVE MANAGEMENT BOARD

7.1 The EMB shall comprise the most senior forum within the Relevant Provider Governance Framework and shall be primarily focused on strategic and future planning issues. The EMB shall also seek to resolve any issues or Disputes escalated to it by the PMB, either under this Schedule 8.1 or in accordance with the Dispute Resolution Procedure.

- 7.2 Appendix 5 (Executive Management Board) sets out the details of the EMB, including the members of the EMB and the frequency of scheduled meetings of the EMB. For the avoidance of doubt, the DCC or the PMB may, on reasonable prior notice, convene additional meetings of the EMB where necessary to resolve any issues or Disputes escalated to it, either under this Schedule 8.1 or in accordance with the Dispute Resolution Procedure.
- 7.3 The role of the EMB shall be as follows (without limitation to any obligation or responsibility of the Contractor or other provision of this Agreement):

Agreement objectives

- (a) facilitating the achievement of the DCC Objectives;
- (b) reviewing and assessing the success of this Agreement and the relationship between the DCC and the Contractor generally;
- (c) providing guidance to the OMTs and/or OMBs and/or PMB on the impact of the DCC's business strategy on the conduct of the Services or any Catalogue Services or Additional Services;
- (d) commissioning reviews or audits in relation to the Contractor's performance of its obligations under this Agreement (such reviews and audits to be conducted in accordance with Schedule 8.4 (Records and Audit Provisions));
- (e) seeking to resolve such Disputes as are escalated to it by the PMB in accordance with the Dispute Resolution Procedure;
- (f) receiving and reviewing reports from the PMB which address:
 - (i) progress against the Milestones and other delivery plans;
 - (ii) key aspects of the performance of the Services;
 - (iii) continuous improvement initiatives;
 - (iv) quality management, including the production and updating of the Quality Plan; and
 - (v) technology, service and other developments which offer potential for improving the benefits arising from this Agreement or the Smart Metering Programme generally;
- (g) receiving and reviewing reports from the OMBs issued pursuant to paragraph 5.4(l);

Industry and market issues

- (h) reviewing developments in the business and operations of the DCC and each of the Relevant Providers, and in the marketplace generally, and assessing the implications (if any) of such developments for the DCC Requirements, the DCC Services, the Services and this Agreement in general;

- (i) promoting participation by the DCC and/or the Relevant Providers in governmental or industry energy initiatives which have a bearing on, or should be informed by, the Services or the Smart Metering Programme generally;

Co-ordination and resourcing

- (j) ensuring co-ordination and consistency between the practices, processes and procedures across all or any of the Relevant Contracts;
- (k) ensuring that the DCC and each of the Relevant Providers are performing their respective obligations under the Relevant Contracts (including this Agreement); and
- (l) ensuring that the DCC and each of the Relevant Providers maintains appropriate resources in relation to the performance of the Relevant Contracts (including this Agreement).

8. CONDUCT OF MANAGEMENT BOARDS

Management Boards as joint forums

- 8.1 The parties acknowledge that, as a general principle and subject to paragraphs 8.2 and 8.3, each of the Management Boards are intended to be a joint forum comprising members of the DCC, the Contractor and the other Relevant Providers.
- 8.2 The DCC (acting reasonably) shall determine, in respect of individual issues or disputes, the required attendees at any meeting of the Management Boards. In particular, where an issue or dispute relates solely to the DCC and an individual Relevant Provider, only the representatives of those entities shall be required to attend any required meetings of the Management Boards.
- 8.3 The Contractor shall be entitled to require that representatives of the other Relevant Providers:
 - (a) do not attend any meetings of the Management Boards dealing solely with any Contractor's Confidential Information that cannot be disclosed by the DCC to the Relevant Provider pursuant to clause 50; or
 - (b) leave any such meeting for the period during which any Contractor's Confidential Information that cannot be disclosed by the DCC to the Relevant Provider pursuant to clause 50 is discussed.

Where a meeting of any Management Board is being held for the purposes of the Escalation Process under Part B of Schedule 8.3 (Dispute Resolution Procedure), the attendees of such meeting shall be limited to the representatives of the DCC and the Contractor only, except for Multi-Party Disputes where the terms of paragraph 26 of Schedule 8.3 shall apply.

Role of the Management Boards

- 8.4 The parties acknowledge and agree that any decisions of the Management Boards:

- (a) for the purposes of the Escalation Process under Part B of Schedule 8.3 (Dispute Resolution Procedure) shall be made by unanimous decision; and
- (b) otherwise, shall be made by simple majority.

Each party shall use all reasonable endeavours to ensure that any decisions of the Management Boards are implemented in accordance with the Change Control Procedure (where applicable) as soon as reasonably practicable (provided that there will be no obligation on the Contractor to implement any decisions of the Management Boards solely relating to another Relevant Provider).

- 8.5 The parties shall use all reasonable endeavours to ensure that the Management Boards are able to resolve any issues or Disputes referred to them and otherwise fulfil their roles (as set out in this Schedule 8.1), including by ensuring their respective attendees have sufficient authority to make relevant decisions at Management Board meetings.

Attendance at meetings and quorum

- 8.6 Each party shall use all reasonable endeavours to ensure that their respective representatives attend each meeting of the Management Boards. If any representative is unable to attend a Management Board meeting, the relevant party shall use all reasonable endeavours to ensure that:

- (a) a suitable delegate attends the relevant Management Board meeting in his or her place; and
- (b) that he or she is debriefed by such delegate after the relevant Management Board meeting.

- 8.7 Management Board meetings shall be quorate as long as at least two (2) representatives from each of (i) the DCC and (ii) each relevant Relevant Provider (as determined by the DCC in accordance with paragraph 8.2) are present.

- 8.8 The DCC shall be entitled to invite its professional advisers, stakeholders or other third parties to any Management Board meetings, subject to such persons being subject to appropriate confidentiality obligations.

- 8.9 The Contractor may request that its professional advisers, stakeholders or other third parties attend any Management Board meetings, subject to such persons being subject to appropriate confidentiality obligations. Such request shall be subject to the prior written consent of the DCC (such consent not to be unreasonably withheld or delayed).

Conduct of Management Board meetings

- 8.10 The chairperson of each Management Board (as specified in Appendix 3 (Operational Management Boards), 4 (Partnership Management Board) or 5 (Executive Management Board), as applicable) shall be responsible for:

- (a) scheduling Management Board meetings;

- (b) setting the agenda for Management Board meetings and circulating to all attendees in advance of such meeting;
- (c) chairing the Management Board meetings;
- (d) monitoring the progress of any actions and activities agreed to be carried out following Management Board meetings;
- (e) ensuring that minutes for Management Board meetings are recorded and circulated electronically to the relevant attendees within five (5) Working Days after the Management Board meeting; and
- (f) facilitating the process or procedure by which any decision agreed at any Management Board meeting is given effect in the appropriate manner.

If either party has any comments on the minutes circulated under paragraph 8.10(e), it shall notify these to the relevant Management Board chairperson within five (5) Working Days after the date of receipt.

PART B – SEC GOVERNANCE FRAMEWORK

9. PURPOSE

9.1 The Contractor acknowledges that:

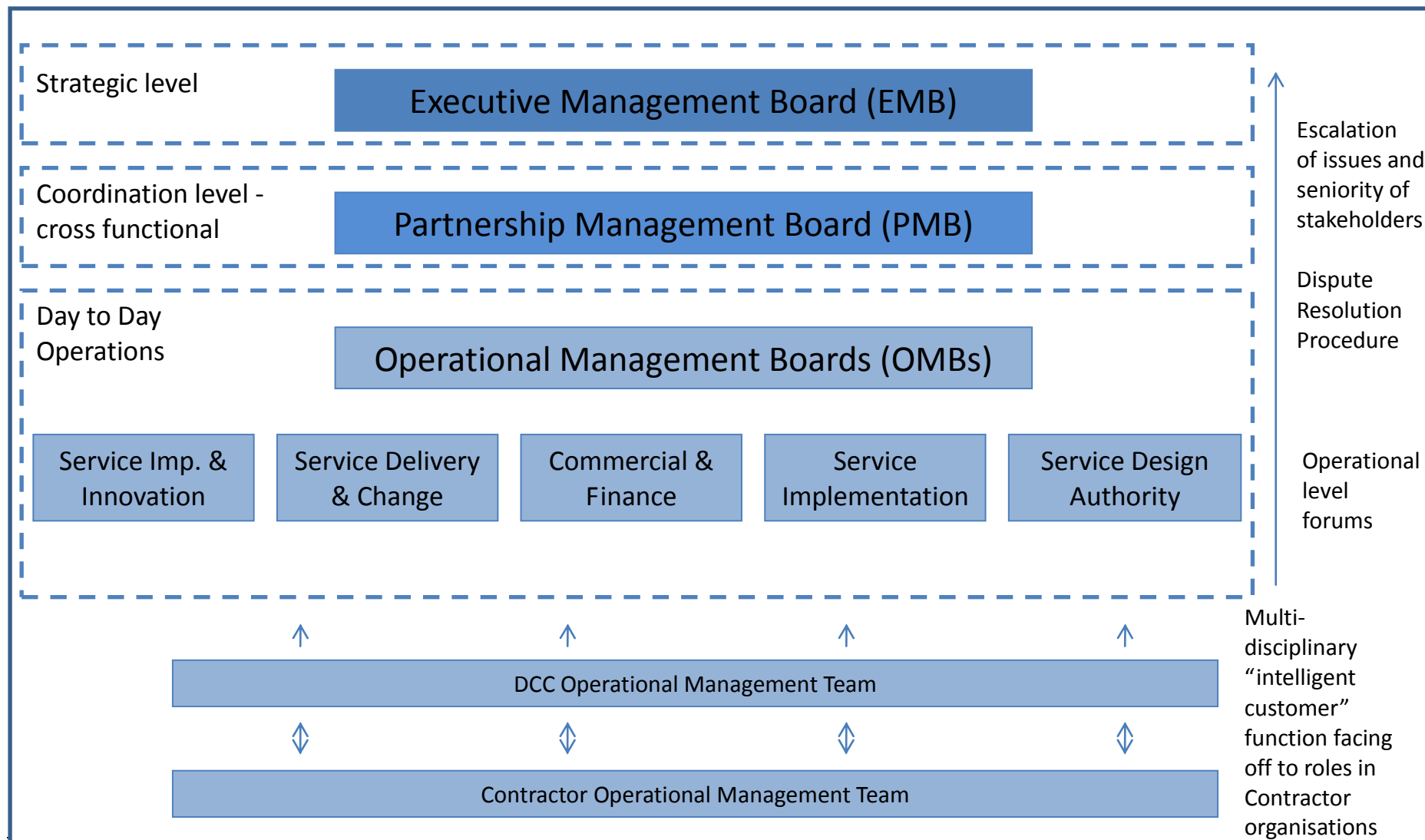
- (a) the DCC is subject to the SEC Governance Framework (which is further described in the SEC and the DCC Licence);
- (b) the following entities (as further described in the SEC) will be involved in the SEC Governance Framework:
 - (i) the SEC Panel, which shall be responsible for the governance and administration of the SEC and which may establish various sub-committees from time to time;
 - (ii) the Secretariat, which shall be responsible for providing services to the SEC Panel in connection with certain governance and administration matters relating to the SEC;
 - (iii) the Code Administrator, which shall advise and assist the SEC Panel, SEC Parties and other interested parties with respect to the policy and administration of the SEC; and
 - (iv) any sub-committee of the SEC Panel which is responsible for security issues; and
- (c) while the Contractor is not required to directly participate in the SEC Governance Framework, it shall support, and otherwise co-operate with, the DCC in relation to the DCC's participation in the SEC Governance Framework, including as further described in this Part B of Schedule 8.1.

9.2 Without limiting the Contractor's other obligations or responsibilities under this Agreement, the Contractor shall:

- (a) provide any information or assistance requested by the DCC from time to time in relation to the DCC's participation in the SEC Governance Framework, including impact assessments and/or cost benefit analyses (in the form requested by the DCC from time to time);
- (b) ensure that appropriate representatives of the Contractor (and, where applicable, any Key Sub-contractor), including any representatives specifically identified by the DCC, attend any meetings requested by the DCC from time to time in relation to the DCC's participation in the SEC Governance Framework (including meetings with any of the entities referred to in paragraph 9.1(b) above);
- (c) without limiting paragraph 9.2(b), ensure that an appropriately skilled and experienced security professional representative of the Contractor (and, where applicable, any Key Sub-contractor) attends such meetings of the SEC Panel (or an appropriate sub-committee), together with representatives of the DCC, as may be requested by the DCC from time to time;

- (d) comply with any procedural rules relating to the SEC Governance Framework that are applicable to the Contractor (as notified to the Contractor by the DCC);
 - (e) notify the DCC in writing of any security matter which the Contractor believes should be escalated to the SEC Panel (or an appropriate sub-committee) and, where the DCC elects to escalate such matter to the SEC Panel (or an appropriate sub-committee), provide any information or assistance requested by the DCC in relation to such escalation process;
 - (f) provide any information or assistance requested by the DCC from time to time in relation to the development of security requirements relating to the End-to-end Smart Metering System by the DCC and the SEC Panel (or an appropriate sub-committee); and
 - (g) otherwise promptly comply with any reasonable instructions from the DCC from time to time in relation to the DCC's participation in the SEC Governance Framework.
- 9.3 To the extent that compliance by the Contractor with paragraph 9.2 requires the Contractor to incur any material additional costs (being costs which it would not have otherwise incurred under this Agreement), then the Contractor may notify the DCC accordingly and the parties (acting reasonably) shall agree any necessary Change to the Charges in accordance with the Change Control Procedure.
- 9.4 Any Change under paragraph 9.3 shall be deemed to be a Specific Change in Mandatory Requirements.
- 9.5 The Contractor shall use reasonable endeavours to provide the information and assistance requested under paragraph 9.2 above within the timescales specified by the DCC (as determined by the DCC acting reasonably and taking appropriate account of the DCC's obligations under the SEC and the DCC Licence regarding the provision of such information and assistance).
- 9.6 Where the Contractor (acting reasonably and in good faith) considers that it would be beneficial to the provision of the DCC Services and/or the Smart Metering Programme generally, it may suggest to the DCC items for discussion at meetings of the SEC Panel (or other relevant entities within the SEC Governance Framework). The DCC shall be entitled to determine, in its sole discretion, whether to propose such items as part of the SEC Governance Framework.

Appendix 1 – Overview of Relevant Provider Governance Framework



Appendix 2 – Operational Management Team

Contractor Operational Management Team

The roles and responsibilities set out below are without limitation to any other provision of the Agreement (or responsibility or obligation of the Contractor).

Role	Responsibilities	Contact details
Operational Management Lead	<ul style="list-style-type: none"> • Providing day to day leadership of the operational functions and activities of the Contractor; • ensuring the effective delivery of the Services according to the performance requirements and measures in this Agreement; • liaising with and reporting to the DCC on all matters affecting the operation of the Services; • ensuring appropriate delegation of operational responsibilities and arrangement of suitable deputies when required; • ensuring that the Contractor maintains an understanding of best practice in the market and provides recommendations for continuous improvement; and • ensuring the effective management and timely completion of Change Requests. 	Address:
		Phone:
		Email:
		Mobile:
		Fax:
Commercial Management	<ul style="list-style-type: none"> • Providing day to day leadership of the 	Address:

Role	Responsibilities	Contact details
Lead	<p>commercial functions and activities of the Contractor;</p> <ul style="list-style-type: none"> ensuring that the Contractor delivers its obligations in relation to Schedule 7.1 (Charges and Payments); Schedule 7.3 (Value for Money); and Schedule 7.4 (Financial Distress); liaising with and reporting to the DCC on all matters affecting the commercial management of the Services; ensuring appropriate delegation of commercial responsibilities and arrangement of suitable deputies when required; maintaining appropriate documentation and financial models to ensure that the DCC's and the Contractor's audit requirements can be satisfactorily executed in line with Schedule 8.4 (Records and Audit Provisions); and ensuring the effective management and timely completion of change requests. 	<p>Phone:</p> <p>Email:</p> <p>Mobile:</p> <p>Fax:</p>

Role	Responsibilities	Contact details
Quality Manager	<ul style="list-style-type: none"> Ensuring the effective development, implementation, maintenance and operation of the Quality Plan by the 	<p>Address:</p> <p>Phone:</p>

Role	Responsibilities	Contact details
	Contractor; <ul style="list-style-type: none"> • auditing the Contractor's quality management systems at regular intervals and reporting the findings of such audit to the DCC; • reviewing all quality management systems at intervals agreed with the DCC to ensure their continued suitability and effectiveness; and • liaising with, and reporting to, the DCC on all matters relating to quality management. 	Email: Mobile: Fax:
Risk and Issues Manager	<ul style="list-style-type: none"> • Managing the Contractor's process for identifying and quantifying the effects and mitigations of risks and issues during the period of this Agreement; • maintaining and updating of the Contractor's risk and issues log for the Services and any projects commenced in relation to Schedule 8.8 (Projects); • modelling and estimating the impact of risks using suitable industry tools and techniques (in accordance with Good Industry Practice); • escalating risks and issues to appropriate levels of management and governance; and • working with the Quality Manager to identify and monitor use of best practice processes. 	Address: Phone: Email: Mobile: Fax:

Role	Responsibilities	Contact details
Improvement Manager	<ul style="list-style-type: none"> • Ensuring compliance with Schedule 2.4 (Continuous Improvement) and relevant aspects of Schedule 7.3 (Value for Money); • production, updating and reporting of the Continuous Improvement Plan (CIP); • liaising with other Contractor Improvement Managers as necessary to identify joint improvements; • coordinating activity to review market developments and innovations; • developing and reporting on Innovation improvements and opportunities; • liaising with, and reporting to, the DCC on all matters relating to continuous improvement; • coordinating any activity required to enable the Contractor to meet its annual value for money targets; and • reporting to the DCC on all matters relating to quality management. 	Address:
		Phone:
		Email:
		Mobile:
		Fax:
Contractor's Change Manager	As described in Schedule 8.2 (Change Control).	Address:
		Phone:
		Email:
		Mobile:

Role	Responsibilities	Contact details
		Fax:
Contractor's Head of Implementation	As described in Schedule 6.1 (Implementation Planning).	Address:
		Phone:
		Email:
		Mobile:
		Fax:

Appendix 3 – Operational Management Boards

Item	Description
Title:	Commercial & Finance
Scope:	<ul style="list-style-type: none"> • Performance of the services and related obligations under the Relevant Contracts (including this Agreement). • Performance management and monitoring. • Change management (in conjunction with the Service Delivery & Change OMB). • Monitoring compliance with contractual obligations. • Management of commercial risk and issues. • Charges, invoicing and payment arrangements. • Budgetary issues.
Chairperson:	
DCC members:	
Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	Monthly
Location of scheduled meetings:	

Item	Description
Title:	Service Improvement & Innovation
Scope:	<ul style="list-style-type: none"> • Service strategy. • End-to-end service issues. • Enterprise and systems integration between the DCC and each of the Relevant Providers. • Technology innovation and future forecasting (in conjunction with the Service Delivery & Change OMB). • Continuous improvement. • Facilitation of innovation events/forums.
Chairperson:	
DCC members:	
Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	Quarterly
Location of scheduled meetings:	

Item	Description
Title:	Service Delivery & Change
Scope:	<ul style="list-style-type: none"> • Service delivery reporting and updates. • Progress against SLAs and performance measures. • Reporting of progress on and escalation of issues from Cooperation Agreements. • Receiving reports relating to any CoCo. • Change management, Projects and variations to the Relevant Contracts generally (in conjunction with the Commercial & Finance OMB). • Provision of capacity management forecasts (SMWAN and Data) and tracking of actual capacity against planned. • Changes to the Standards or other specifications (in conjunction with the Service Improvement & Innovation OMB). • Changes to CoCos. • Impact of any change in Mandatory Requirements (including changes to the DCC Licence and/or the SEC). • Impact of any changes to any of the Relevant Contracts on the End-to-end Smart Metering System and/or Other Energy Industry Systems and/or the DCC Services. • Monitoring and mitigating operational risks and issues. • Quality management, including consideration of the Quality Plan. • System interfaces between the DCC and each of the Relevant Providers. • Compliance with Standards. • Monitoring and ensuring compliance with Schedule 2.5 (Security Management Plan), including: <ul style="list-style-type: none"> – the development, implementation, operation, maintenance and continual improvement of the Contractor Security Documents; – the conduct of Security Tests; and – responding to Breaches of Security. • Ensuring a consistent approach to ICT security management across each of the ESP Contracts. • Disaster recovery and business continuity issues.
Chairperson:	
DCC members:	

Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	Monthly
Location of scheduled meetings:	

Item	Description
Title:	Service Implementation
Scope:	<ul style="list-style-type: none"> • Ensuring compliance by the parties with the provisions of this Agreement relating to the implementation, testing, trialling and rollout of the Services. • Coordinating delivery of services in line with rollout plans. • Managing releases of new software and upgrades. • Providing a service assurance role. • Ensuring there is a co-ordinated and managed approach to the implementation, testing, trialling and rollout arrangements under each of the Relevant Contracts. • Coordinating the transfer of Foundation Smart Meters and non-SMETS compliant meters to the DCC. • Reviewing the status and progress of the implementation, testing, trialling and rollout arrangements under each of the Relevant Contracts. • Agreeing integrated implementation, testing, trialling and rollout plans across Relevant Contracts which are acceptable to DCC Service Users. • Facilitating systems integration activities by Relevant Providers (including the DSP). • Coordination of joint planning events, common reporting methods and tools, management of joint risks and issues. • Agreeing readiness activities and milestones, progress of implementation, testing, trialling, rollout and acceptance of services. • Agreement of the introduction of catalogue and additional services. • Review and agreement of ongoing transition arrangements.
Chairperson:	
DCC members:	
Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled	Monthly

meetings:	
Location of scheduled meetings:	

Item	Description
Title:	Service Design Authority
Scope:	<ul style="list-style-type: none"> • Design of new services or changes to the design of existing services. • Ensuring the programmes and projects comply with the DCC's strategy. • Ensuring that the components of the programmes and projects are consistent in accordance with standards and policies. • Ensuring that the interfaces (communications) between programmes, projects and the DCC's standards and policies, are adequate. • Reviewing programmes and projects as part of the initiation approval, to ensure compliance. • Reviewing risks and issues to mitigate impacts on standards and policies. • Reviewing quality plans and logs to ensure there is adequate quality assurance in respect of the standards and policies. • Taking a proactive role in any programme or project where a serious breach has happened or is likely. • Advising the PMB and/or the Executive Board on any changes to standards and policies that will be needed to support the implementation or delivery of changes. • Advising the PMB and/or the Executive Board on any changes to standards and policies that will be needed due to external influences (e.g. changes in legislation). • Receiving reports from and liaise with the DCC's Programme Manager and the Contractor's Operational Management Lead to ensure that changes are agreed and adequately delegated to a functional programme or project.
Chairperson:	
DCC members:	
Contractor members:	
Other External Service Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	Monthly
Location of scheduled	

meetings:	
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Appendix 4 – Partnership Management Board

Item	Details
Chairperson:	
DCC members:	
Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	Quarterly (except prior to the Operational Service Commencement Date when it shall be held monthly)
Location of scheduled meetings:	

Appendix 5 – Executive Management Board

Item	Details
Chairperson:	
DCC members:	
Contractor members:	
Other Relevant Provider members:	
Date of first scheduled meeting:	
Frequency of scheduled meetings:	During the first Contract Year, every six (6) months
	Otherwise, annually
Location of scheduled meetings:	