

Schedule 18

The Network Board and Partnering Facilitator

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1 Liaison and Partnering

- 1.1 The Authority and the Service Provider shall deal fairly, in good faith and in mutual co-operation with one another and with all interested parties.
- 1.2 The Authority and the Service Provider shall each take the respective steps necessary to establish and maintain the Network Board. Such steps shall include the following:
 - (a) the Authority shall appoint and keep appointed two (2) representatives of the Authority to the Network Board, such representatives to be [the project sponsor (or a nominee of the project sponsor having equivalent authority to the project sponsor)] and the Authority Project Representative (or a nominee of the Authority Project Representative having equivalent authority to the Authority Project Representative); and
 - (b) the Service Provider shall appoint and keep appointed two (2) representatives to the Network Board, such representatives to be [the Service Provider Representative (or a nominee of the Service Provider Representative having equivalent authority to the Service Provider Representative)] and a director of the Service Provider nominated for such purpose by the Service Provider (or a nominee of such director having equivalent authority).
- 1.3 The appointments referred to in paragraph 1.2 shall be made within fifteen (15) days of the date of this Contract. If at any time either party wishes to replace a representative then the consent of the other party shall first be obtained, such consent not to be unreasonably withheld.
- 1.4 The objectives, terms of reference and methodology of the Network Board and the role of the Partnering Facilitator are set out in paragraphs 2 to 5 (inclusive).
- 1.5 The Network Board may co-opt other parties to attend meetings and/or to provide such information and assistance as the Network Board may from time to time require.
- 1.6 The Network Board shall meet within twenty (20) Business Days of the date of this Contract and thereafter every three (3) months or more frequently as the members of the Network Board may agree.
- 1.7 Decisions of the Network Board shall become binding on the parties only by way of an amendment to this Contract signed by the duly authorised representatives of the Authority and the Service Provider.

- 1.8 The Network Board shall within [six (6)] months of the date of this Contract [and annually thereafter] prepare and agree a joint action plan which will set out how the Network Board's objectives are to be achieved in the following twelve (12) month period.

2 Objectives of the Network Board

- 2.1 The overall objectives of the parties in establishing the Network Board are as follows:

- (a) to secure a working relationship between those involved in meeting or contributing to the Authority's objectives;
- (b) to assist in effective communications between the parties, those involved in meeting or contributing to the Authority's objectives and interested parties;
- (c) to provide leadership, commitment and motivation;
- (d) to create and maintain a partnering process and team culture;
- (e) to achieve mutually beneficial outcomes for the parties;
- (f) to assist in giving strategic direction to the management of the Project and ensure that longer term issues are properly considered,

to ensure that all decisions support the Authority's compliance with its Best Value Duty.

- 2.2 Accordingly it shall be the role of the Network Board:

- (a) to facilitate the achievement of the overall objectives referred to paragraph 2.1;
- (b) to promote best whole life cost and optimise network investment decisions;
- (c) to reduce bureaucracy and duplication of effort and enhance efficiency and economy; and
- (d) to set optimum targets for year-on-year improvements.

3 Terms of Reference of the Network Board

- 3.1 Subject to any financial or contractual limits of delegation disclosed by the representatives of one party to the other party, the Network Board may discuss any matter of relevance to the Project, this Contract or the Service.

- 3.2 Specific examples of matters which are within the remit of the Network Board are as follows:

- (a) without prejudice to clause 10.2 (Rectification of Inconsistencies), considering and producing recommendations to resolve any ambiguities or discrepancies in this Contract;
- (b) making proposals to remove requirements on the parties or others which are illegal, impossible or both;
- (c) considering and subsequently recommending changes to this Contract and considering any implications (financial or otherwise) which flow from such changes;
- (d) considering all issues related to innovation and agreeing recommendations regarding the implementation and monitoring of any innovation;
- (e) convening and organising workshops and seminars for attendance by the parties and interested parties on issues relevant to the performance of the Service.

4 Methodology of the Network Board

- 4.1 The Network Board operates by consensus.
- 4.2 At each meeting of the Network Board one of the Authority's representatives shall act as chairman.
- 4.3 Locations and timings of meetings shall be decided by the Network Board (such meetings shall not be less frequent than quarterly but may be more frequent if the Network Board so agrees).
- 4.4 The agenda at each meeting of the Network Board shall be agreed by members who will be present at the Network Board meeting with such input and support from the Partnering Facilitator as is required.
- 4.5 The Network Board may set up working groups, sub-groups or special interest groups as it agrees.
- 4.6 All members of the Network Board shall act in a spirit of mutual trust and co-operation when dealing with matters within the remit of the Network Board.

5 Role of the Partnering Facilitator

- 5.1 The Partnering Facilitator shall be appointed by the Authority within [♦ (♦)] Business Days of the Service Commencement Date. The Partnering Facilitator shall act in an independent manner without bias or favour to any party represented on the Network Board. The fees of the Partnering Facilitator shall be borne equally by both parties.

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- 5.2 The broad role of the Partnering Facilitator (initially as a team building catalyst and subsequently as an expert trainer) is to provide the skills necessary to turn members of the Network Board into a cohesive and successful team.
- 5.3 The Partnering Facilitator will have a catalytic role in establishing and maintaining a partnering process between the members of the Network Board and assisting the Network Board members to maximise input into the partnering process and to obtain maximum benefit from such process.