

SCHEDULE 8 - GOVERNANCE

1. GOVERNANCE OVERVIEW

1.1 General Requirements

The Provider must:

- (a) provide effective governance for the Provider's team to ensure the Services are delivered in accordance with the Service Contract;
- (b) ensure that the governance model used is aligned with and, where appropriate, integrated with the TfNSW business model; and
- (c) raise issues relating to the delivery of the Services at the Bi-annual Governance Meeting described in section 2.

2. SERVICE DELIVERY AND BI-ANNUAL GOVERNANCE MEETING

- (a) The 'Bi-annual Governance Meeting' will be convened by TfNSW on an as required basis, no more than two times per year. The Bi-annual Governance Meeting will focus on the ongoing delivery of the services under the Service Contract.
- (b) The minimum attendees at each Bi-annual Governance Meeting will be:
 - (i) the Provider's managing director / chief executive officer / general manager or senior manager; and
 - (ii) the TfNSW Contract Manager, who will chair the forum.

The parties may agree to invite a reasonable number of additional attendees in where required to address matters in section 2(d).

- (c) TfNSW may determine that meetings will be held by telephone or another method as advised instead of in person.
- (d) The attendees at the Bi-annual Governance Meeting will address the following, as required by TfNSW:
 - (i) Provider's performance in the delivery of the Services and any other services under the Service Contract;
 - (ii) Provider's performance against the KPIs, in particular:
 - A. reporting, including emerging trends and any KPI Action Plans;
 - B. management of any Serious Incidents; and
 - C. post incident (including but not limited to Serious Incidents) reports and rectification plans;
 - (iii) Provider's handling and management of any customer complaints;

- (iv) any issues relating to performance of the Services or any other services under the Service Contract raised by TfNSW;
- (v) identify and approve any improvements to operational processes;
- (vi) any breaches by the Provider, corrective actions to resolve such breaches and progress of corrective actions;
- (vii) interactions between the Provider and other provider's (if appropriate) and ways to improve those interactions;
- (viii) lifecycle management of assets by the Provider, and tracking against end of life service plans;
- (ix) implementation and management of Systems and Equipment and new Systems and Equipment by TfNSW and the Provider;
- (x) raise and attempt to resolve any contractual disputes, prior to issuing a dispute Notice under the Service Contract, this includes:
 - A. review of any Service Contract issues raised by TfNSW; and
 - B. tabling KPI breaches;
- (xi) table and discuss proposed Service variations and other proposed amendments to the Service Contract;
- (xii) address any payment issues and results of benchmarking;
- (xiii) review and manage audit activities and outcomes;
- (xiv) the Provider's assessment and control of work health and safety risks present at the workplace; and
- (xv) the Provider's plans, policies, procedures and processes for dealing with the following:
 - A. customer relations;
 - B. incident (including but not limited to Serious Incidents) and accident management; and
 - C. safety, alcohol and drug monitoring.