

6.1 CONTRACT LIAISON BOARD

INTRODUCTION

- 1.1 The provisions of this Schedule set out the contract liaison structures for the purpose of this Agreement.

GENERAL

- 2.1 Nothing in the contract liaison arrangements provided for in this Schedule or their operation limits or affects the rights, remedies and obligations of the Parties under this Agreement.
- 2.2 There shall be no charge levied by NBPco (including by its Subcontractors) for attendance and/or participation in the contract liaison arrangements described in this Schedule.
- 2.3 NBPco shall (and shall use all reasonable endeavours to procure that its Critical Key Subcontractors) adhere to, and participate fully with, the contract liaison arrangements contained in this Schedule.

REPRESENTATIVES

- 3.1 The Minister and NBPco shall each appoint a representative in accordance with Clause 45 (Representatives).

CONTRACT LIAISON BOARD

Establishment and structure of the Contract Liaison Board

- 4.1 A contract management and liaison board, known as the Contract Liaison Board (the "**CLB**"), shall be established by the Minister for the purposes of this Agreement and both NBPco and the Minister shall be represented on the CLB with four (4) CLB members each (each a "**CLB Member**").
- 4.2 The Minister shall notify NBPco of the Minister's CLB Members within fifteen (15) Working Days of the Effective Date or within such other period as agreed in writing by the Parties at the relevant time. Save in respect of the appointment of a delegate pursuant to Paragraph 4.8 (Contract Liaison Board), if the Minister wishes to replace any of its appointed CLB Members from time to time, the Minister shall notify NBPco in writing of the changes to its CLB Members as soon as reasonably practicable and in any event within five (5) Working Days prior to the next meeting of the CLB at which the replacement CLB Member is to attend.
- 4.3 NBPco shall notify the Minister of NBPco's CLB Members within fifteen (15) Working Days of the Effective Date or within such other period as agreed in writing by the Parties at the relevant time.
- 4.4 Save in respect of the appointment of a delegate pursuant to Paragraph 4.8 (Contract Liaison Board), if NBPco wishes to replace any of its appointed CLB Members, NBPco shall notify the Minister in writing of the change as soon as reasonably practicable in any event within five (5) Working Days prior to the next meeting of the CLB at which the replacement CLB Member is to attend.
- 4.5 The frequency that the CLB shall meet (unless otherwise agreed between the Parties) is set out in Appendix 1 (CLB Meetings).

- 4.6 All CLB meetings shall be held at the offices of the Department of Communications, Climate Action and Environment, 29-31 Adelaide Road, Dublin 2, D02 X285, or such other location in Ireland as may be specified by the CLB Chairperson from time to time.

CLB meetings

- 4.7 The Minister and NBPco shall each use all reasonable endeavours to procure that its respective CLB Members attend CLB meetings at which that CLB Member's attendance is required.

- 4.8 Without limiting or affecting Paragraph 4.10 (Contract Liaison Board), the Minister and NBPco shall each use all reasonable endeavours to procure that if one of its respective CLB Members is not able to attend a CLB meeting, that person ensures that:

4.8.1 a delegate attends the relevant CLB meeting in his/her place who (wherever possible) is properly briefed and prepared; and

4.8.2 that he/she is debriefed by such delegate after the CLB meeting.

- 4.9 A chairperson (the "**CLB Chairperson**") shall be appointed by the Minister for the CLB from time to time out of the Minister's CLB Members. The Minister may replace the CLB Chairperson from time to time during the Contract Period. The CLB Chairperson shall be responsible for:

4.9.1 scheduling CLB meetings;

4.9.2 setting the agenda for CLB meetings and circulating it to all attendees in advance of such meeting;

4.9.3 chairing the CLB meetings;

4.9.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following CLB meetings;

4.9.5 ensuring that minutes for CLB meetings are recorded and disseminated electronically to the CLB meeting participants within seven (7) Working Days after the CLB meeting; and

4.9.6 facilitating the process or procedure by which any recommendation agreed at any CLB meeting is communicated to the Minister and NBPco Representative and, where applicable, given effect to in the appropriate manner.

For the purposes of Paragraph 4.9.5, the CLB Chairperson shall, acting reasonably and following, and having due regard to, reasonable prior consultation with the other CLB Members, circulate the minutes for a CLB meetings to such other persons as he or she deems appropriate (subject, in such case, to adherence by such persons to the confidentiality requirements required by the CLB Chairperson). For the avoidance of doubt, this does not prevent any CLB Members from disclosing the minutes of or the contents of the discussion at the CLB meetings where permitted pursuant to Clauses 60.5 (Confidentiality) or 60.6 (Confidentiality).

- 4.10 CLB meetings shall be quorate as long as at least two (2) CLB Members or their delegates appointed by each Party are present, at least one (1) of whom must be the CLB Chairperson or his/her delegate.
- 4.11 Each Party shall ensure that its appointed CLB Members work, in fulfilling their function, with a view to, as soon as reasonably practicable, resolving the issues and achieving the objectives placed before them and are appropriately authorised and empowered to do so.
- 4.12 A project governance memorandum detailing the rules of engagement, terms of reference, structures and protocols for engagement for management of risks, issues and matters including Freedom of Information requests, Parliamentary Questions, and other matters of urgent public interest will be developed, agreed and used as a live agreement to manage the requirements of Schedule 6.1.
- 4.13 Programme governance key principles
- 4.13.1 It is recognised that the requirements of governance will change during the life of the contract as determined by the stage of the contract and the issues and risks present at the time. To serve both parties in understanding mutual expectations and to manage changing governance needs the following key principles will be followed by both parties to serve as an agreed ‘principles of engagement’ throughout the life of the contract. The key principles are listed below:
- (A) Interaction between the the Minister’s Representative/Agency, NBPco and Buildco will be on a proportional basis so as to communicate progress, risks and issues without unduly impacting delivery of the programme;
 - (B) Management information will be based on a single version of the truth;
 - (C) Protocols for communication of emerging risks and issues will be developed to ensure that risks and issues are communicated as soon as practicable without waiting for the next reporting cycle.
 - (D) Issues will be resolved issues at the lowest level possible with access granted to the most appropriate people within the Agency and the NBPco Economic Group to facilitate communication and issue resolution.
- 4.13.2 The Parties agree to engage to develop the required governance structures for the business having having regard to the Governance discussion document set out at Appendix 2 (Governance discussion document).

Role of the CLB

- 4.14 The CLB is a forum intended to:

- 4.14.1 facilitate discussion between the Parties on matters concerning the Agreement, including those matters set out Appendix 1 (CLB Meetings);
- 4.14.2 facilitate early and effective resolution of any issues concerning the Agreement, including those matters set out Appendix 1 (CLB Meetings); and
- 4.15 without limiting or affecting Clause 47 (Audit) or any other Audit Right, facilitate the Parties' oversight of the progress in respect of and in compliance with the Agreement.
- 4.16 The CLB shall:
 - 4.16.1 review reports from NBPco on matters such as issues relating to progress against the Implementation Programme, delivery of Services, performance against Performance Indicators, Wholesale Products, Wholesale Prices, planned future developments and other developments that offer potential for improving the benefit that the IA End Users, WSPs, RSPs and the Parties receive from the Network, Wholesale Products, Services and Agreement;
 - 4.16.2 consider and seek to amicably resolve any significant issues and/or potential Disputes before a matter becomes a formal Dispute (including potential Disputes as to the cause of a Delay or the performance of the Services) under this Agreement; and
 - 4.16.3 consider any desirable or proposed changes to the Agreement prior to the submission by a Party of any Change Request.

THIRD PARTY ATTENDANCE AT CLB MEETINGS

- 5.1 NBPco acknowledges that the Minister may (but is not obliged to) engage or request certain third-party organisations or parties to attend CLB meetings where relevant to the agenda or scope of the relevant meetings, including but not limited to the following:
 - 5.1.1 the Regulator;
 - 5.1.2 the Agency;
 - 5.1.3 the National Treasury Management Agency (NTMA);
 - 5.1.4 the Comptroller and Auditor General (CAG);
 - 5.1.5 local authorities in the Intervention Area;
 - 5.1.6 Retail Service Providers; and
 - 5.1.7 Wholesale Service Providers.
- 5.2 The Minister may (but is not obliged to) require NBPco to provide an update of progress in relation to Network Deployment, Connections, engagement with

stakeholders or any other matter arising in connection with this Agreement relevant to third-party organisations or parties in attendance at CLB meetings.

CLB MEETINGS

- 6.1 The Parties shall use all reasonable endeavours to procure that the CLB Members shall hold the meetings specified in Appendix 1 (CLB Meetings) (and with the frequency specified in Appendix 1 (CLB Meetings)) and in respect of those meetings:
- 6.1.1 the CLB Chairperson may, acting reasonably and on giving reasonable prior notice to NBPco, request the attendance of a particular individual from NBPco or the NBPco Personnel at the CLB meeting;
- 6.1.2 either Party may, on giving reasonable prior notice to the other Party, opt to bring third parties, subject matter experts and civil servants to a CLB meeting, provided that:
- (A) such notifying Party reasonably considers the attendance of the third party at the CLB meeting to be justifiable; and
- (B) such third party has entered into a written and legally binding confidentiality undertaking with NBPco and the Minister on terms at least as protective as Clause 60 (Confidentiality), except if such third party is a civil or public servant who is subject to appropriate contractual or statutory obligations of confidentiality; and
- 6.1.3 the CLB Chairperson (or NBPco, if the Minister so directs a reasonable period in advance) will prepare and circulate in advance a proposed agenda for the CLB meeting and the other Party may add additional items (subject to the right of the CLB Chairperson to set the final agenda).

REMUNERATION COMMITTEE

- 7.1 The Parties hereby agree to ensure that there shall be established the remuneration committee of NBPco (the “**Remuneration Committee**”), which shall consist of three members of the Board of NBPco including the Minister’s Appointee (for so long as one stands appointed), one Independent Director (as defined in the Shareholders Agreement) and one other suitable member elected by the Board of NBPco. If no Minister’s Appointee stands appointed from time to time, the third member of the Remuneration Committee shall, during such time only, be another Independent Director appointed by the Board of NBPco, who shall be automatically replaced by any subsequent Minister’s Appointee once appointed.
- 7.2 The Remuneration Committee shall have such functions, powers and responsibilities as are contained in the terms of reference of the Remuneration Committee.

APPENDIX 1 (CLB MEETINGS)

Purpose	Frequency	Membership (without limiting or affecting Paragraphs 5 and 6)
<p>CLB Meeting</p> <p>The CLB is the highest level of engagement between the Minister and the NBP Economic Group. Its purpose is to review overall performance by exception and to discuss matters pertaining to the overall Agreement including matters of Change and disagreements in order to avoid Disputes.</p> <p>It shall:</p> <ul style="list-style-type: none"> • Discuss key risks, issues and agree actions for resolution. These will include the following topics: <ul style="list-style-type: none"> ○ Schedule ○ Financial performance and overall subsidy position against progress ○ KPIs and persistent defaults • Discuss Changes proposed by either Party and issues which without action are likely to result in a Dispute. • Discuss matters relating to communications including matters of urgent public interest • Review matters of compliance • Review the Balanced Scorecard Report 	<p>Monthly during the Deployment Period (unless otherwise agreed by the Parties), reducing to Quarterly once Network Deployment Complete is Achieved in respect of each Deployment Area in accordance with this Agreement.</p> <p>However, either Party may convene a meeting of the CLB at other times during the Contract Period on at least five (5) Working Days' notice to the other Party (or such other period as the Parties may agree in writing at the relevant time) where it reasonably considers that such a meeting is required (including in respect of the consideration of any proposed Change Request referred to the CLB under Schedule 6.2 (Change Control Procedure). Any such extraordinary meeting may be held by telephone or other electronic means where the CLB Chairperson so directs and Paragraph 4.6 of this Schedule shall be construed accordingly.</p>	<p>NBPco:</p> <p>NBPco's CLB Members</p> <p>Minister:</p> <p>Minister's CLB Members</p>

APPENDIX 2 (GOVERNANCE DISCUSSION DOCUMENT)

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Up to date as at 7 January 2022
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Schedule 6.1 – Contract Liaison Board

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