

Broadcast Control System (BCS)

NRK 2023-1264

SSA-V Appendix 6 – Administrative Provisions

[Contractor name]
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1 INTRODUCTION

This Appendix is used to list all the routines for the contractual relationship and cooperation between the parties.

Contractor and Customer will work together to achieve goals of the Agreement, including;

- Deliver high quality services
- High end-user satisfaction
- Provide the earliest possible notification of potential service disruption or degradation and recommended procedures to minimize the impact to Customer
- Continuous improvement of the services provided
- Working within the mutually agreed upon multi-vendor principles regarding processes and procedures and collaborating with all parties of the multi-vendor environment

The Contractor should respond to the requirements at the bottom of each section. If some of the requirements cannot be met, explain why and alternative solution(s).

Text inserted by the Contractor should be marked in blue font.

Note: the remaining descriptions of this Appendix will be clarified during the negotiation phase.

2 THE REPRESENTATIVES OF THE PARTIES (CLAUSE 1.5)

Authorised representatives of the parties:

NRK representatives

Representative name Position		Role
		Project owner: the representative who is authorised to act on behalf of the party in matters relating to this Agreement
		Contact person for technical matters
		Contact person for contractual matters
		[Other, if relevant]

[NRK information to be filled in upon the conclusion of the Agreement]

Contractor/BCS supplier representatives

Representative name	Position	Role
[Name]	[Position]	The representative who is authorised to act on behalf of the party in matters relating to this Agreement
[Name]	[Position]	Contact person for technical matters
[Name]	[Position]	Contact person for contractual matters
[Name]	[Position]	[Other, if relevant]

Contact persons for the Agreement's service levels

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Party	Name	Position	Phone number
Customer	[TBC]	[TBC]	[TBC]
Contractor	[Name]	[Position]	[Phone number]

Changes of authorised representatives of the Contractor shall be notified one month in advance in writing. The Contractor should ensure transfer of knowledge and competence.

3 GOVERNANCE

3.1 Objectives

The main objectives with the governance and engagement model are:

- To provide a set of responsibilities and guidelines for the participants of the multisourcing arrangement in order to manage the relationships between Customer and its vendors
- To ensure that services, as provided under the Agreement, are tightly coupled so that they can be integrated by the Service Integrator (SI) and/or Customer
- To ensure that stakeholders continually understand the purpose and scope of the relationships, key contractual terms, vendor performance requirements and Customer obligations
- To facilitate communication with relevant stakeholders and participants
- To ensure clarity regarding decision-making rights, obligations, accountabilities, roles, and responsibilities between the parties involved in the multi-sourcing arrangement
- To identify performance issues or disturbances that may arise in the relationship between the Customer and its vendors in order to solve them effectively and efficiently
- To ensure that any partial or complete termination of the services is managed in accordance with the provisions of the Agreement and that all issues or exceptions that may arise as a result of the termination are handled effectively and efficiently

To accomplish this, the governance and engagement model establishes;

- the relationship and cooperation between Customer and Contractor at strategic, tactical and operational levels
- the relationship and cooperation between the involved parties (BCS supplier and other integrating vendors involved in the platform), with the System Integrator
- meeting forums and escalation procedures
- methods, parameters, and other instruments to measure, document and report performance
- a set of processes and procedures

3.2 Engagement model

The engagement model is the overview of the regime of contracts and agreements that form the basis of Customer's multi-vendor arrangement. The illustrative below shows commercial relationship between Customer, the Contractor and other involved vendors in Customer's vendor ecosystem. The responsibilities, services, and obligations of the Contractor and each vendor are set out in the respective commercial contracts with the Customer. The Agreement includes a principle for multi-vendor collaboration principles. Vendors that are to collaborate with the Contractor, when applicable, will be required to enter into a similar multi-vendor

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agreement with Customer to support efficient collaboration. The purpose of the multi-vendor collaboration is to set out the vendor's obligation to collaborate in order to deliver services to the Customer.

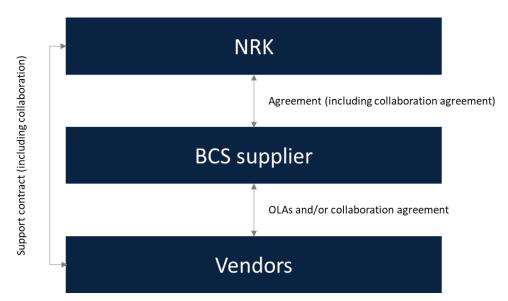


Figure 1 - Engagement model

Customer requires that the Contractor and relevant vendors establish Operational-Level Agreements (OLAs) that regulates the operational cooperation between the Contractor and each other vendor. The OLAs shall include operational procedures and contact information necessary to cooperate and deliver the required services to Customer on a day-to-day basis. The OLAs do not impact the established respective commercial contracts with the Customer.

In the event where the Customer is responsible to deliver specific services to Customer's organization, then Customer shall act as an 'internal vendor' with the same responsibilities, requirements, terms, and conditions that are set out for the vendors in general and specifically for the services in question. OLAs shall be established when applicable.

3.3 Multi-vendor collaboration

Customer's requirement that all vendors providing IT services to Customer agree to a set of collaboration principles that will secure the successful provision of end-to-end services to Customer's business units. This is made possible by ensuring that the services are delivered seamlessly, with efficient hand-offs between all vendors involved in producing the services with all vendors displaying a cooperative spirit.

3.3.1 Multi-vendor collaboration principles

3.3.1.1 Principle for delivering fully integrated and coordinated services

- Where Customer is purchasing more than one product or service from the Contractor, then the Contractor is responsible for ensuring that all such products and services are fully integrated and coordinated
- Where Contractor's services are dependent on the contribution of the other vendors, e.g., if Contractor is hosting its services on a public cloud, it is Contractor's responsibility to track and incorporate contribution of other vendor's or Contractor's subcontractor(s) and escalate any issues to Customer

3.3.1.2 Principle of proactive and collaborative behaviour

- Proactively apply best efforts to mitigate potential delays, obstructions, outages and service level decreases etc. that may occur in a multi-vendor environment
- Proactively seek operational and tactical collaboration with other vendors across the multi-vendor environment to increase operational efficiency and avoid Customer becoming a single point of communication and a bottleneck
- Strive to ensure that all hand-offs between Contractor and other vendors are efficiently handled
- Proactively share knowledge, information and data related to services delivered to Customer

3.3.1.3 Principle of direct collaboration

- Contractor must communicate with, approach directly and collaborate with other vendors involved in delivering services to Customer
- The Customer shall not be perceived nor used by the parties as the man in the middle
- Vendors with a significant process interface shall formalize their cooperation in an OLA or as requested by the Customer
- Contractor does not put undue obligations on other vendors (unless defined in OLA between the vendors)

3.3.1.4 Principle for participation in end-to end monitoring

- Customer requires that aspects of its service delivery environment is monitored on an end-to-end basis
- This monitoring responsibility may be performed by the Customer or another vendor
- Contractor shall comply with monitoring requirements set by, cooperate with, and share relevant monitoring data with any party responsible for such monitoring

3.3.1.5 Principle of Customer's system as a single source of truth

• Contractor acknowledges that the NRK's CMDB and Netbox system represents the single source of truth for all information contained there-in

3.3.1.6 Principle of collaborating when adding, changing, or removing services

- Unless explicitly otherwise agreed, the Contractor is responsible for leading and coordinating any changes, additions or removals related to the services it delivers. This includes identification of the need for impact analysis on other vendor's services to be carried out by the responsible vendor.
- The Contractor is responsible for carrying out impact analysis on its own services in relation to an addition, change or removal that is being driven by another vendor (or the Customer).

4 COOPERATION PLAN (CLAUSE 2.1.2)

If, in SSA-V Appendix 1, the Customer has stipulated that the requirements for cooperation shall be set out in Appendix 6, these shall be stated here.

Contractor's response:

5 REPORTING PERFORMED MAINTENANCE (CLAUSE 2.2.2)

The Customer shall specify the format for the Contractor's reporting of performed maintenance and services here if this shall deviate from the Contractor's standard format.

6 USER SUPPORT (CLAUSE 2.2.4)

According to SSA-V Appendix 1, the Customer requests user support as part of the maintenance and support service. User support shall under this Agreement be understood as "technical support/ 2^{nd} line user support", where the Customer's 2^{nd} line shall be able to direct inquiries and report incidents to the Contractor's technical support organization, providing third line support.

The Contractor is asked to describe their user support service. The following topics shall be described:

- Organization of the user support and available qualified personnel
- Available communication channels and their respective opening hours
- The functionality of the Contractor's error reporting tool (accessible for the Customer)
- The possibility for increased and extended access to user support beyond normal opening hours

Contractor's response:

7 KEY PERSONNEL (CLAUSE 5.2)

The Contractor shall specify its key personnel, who may not be replaced without the Customer's prior consent, here. All personnel intended to perform work under this contract shall sign an NDA. The Contractor's key personnel (including subcontractors) for delivering the service are to be provided in the table below.

Name	Position/role	Competence/experience	CV #
[Name]	[Position/role]	[Competence/experience]	[CV #]
[Name]	[Position/role]	[Competence/experience]	[CV #]
[Name]	[Position/role]	[Competence/experience]	[CV #]
[Name]	[Position/role]	[Competence/experience]	[CV #]

7.1 Safeguarding competence and experience

The Contractor shall ensure and describe:

- continuity of general competence and experience when delivering according to the Agreement
- continuity in competence and experience with the Customer specific solution and any customizations when delivering according to the Agreement

Contractor's response:

8 WAGES AND WORKING CONDITIONS (CLAUSE 5.5)

The Contractor shall confirm compliance with the Contractor's obligations as stipulated in clause 5.5 of the Agreement (Wages and working conditions).

Contractor's response:

9 MEETINGS

The interaction and communication between the parties will be executed at strategic, tactical and operational level. The governance and meeting layers exist both bilaterally between the Customer and the Contractor, and multilaterally when collaborating in the multi-vendor environment. Each level will have specific agendas, meetings and attendees, information to be processed, decisions to be made and reporting schedules (this can be defined during the implementation phase). Each level will be mandated by each party's management to make efficient and correct decisions on behalf of the parties.

9.1 Strategic level

This level comprises of reviews, trend analysis and future planning with the Contractor such that Customer can achieve its technology vision and identify value in collaboration with the Contractor. The frequency of interactions between the parties shall not be less than once a year and not more than four times a year. The parties are obliged to participate with resources with the adequate level of knowledge and experience and the relevant decision-making mandate. Required inputs and outputs from this level are by defined reporting related to relevant meetings and processes.

The following meetings shall be established on the strategic level;

Meeting	Frequency	Purpose	Participants from NRK	Participants from BCS supplier
Strategic Collaboration and Review Meeting (SCRM)	Two times per year	The purpose of SCRM is to establish future strategies with the aim of further developing and expanding the contractual relationship between the parties, and to facilitate strategic discussions between senior executives of both Customer and Contractor. The meeting shall review the following items (but not only) with a view of achieving continuous improvement: • End-user satisfaction rate with delivered IT services and product features • Business process owner's satisfaction rate with delivered IT services and rate of innovation • Project execution (time, cost and quality) • IT costs/pr. production unit within Customer and its affiliates (if necessary) • Cost transparency and development of costs for services • Collaboration and service delivery	Example: CTO Architecture/ infrastructure/IT operations managers Others as needed	Example: Executive sponsor Global account executive Client manager Others as needed
Design and Innovation Forum (DIF)	Two times per year	The Customer to present his business development and perceived business needs. The Contractor to present future roadmap for the product and services. Discuss new technology and innovation projects.	Example: CTO Relevant business representatives Architecture/infrastructure/IT	Example: Client manager IT architect/CTO Subject matter experts Others as needed

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The innovation forum could also		operations	
discuss modern and new ways of		managers	
working in an organisation.	•	Others as needed	

9.2 Tactical level

This level comprises of review, manage, and decide on topics such as invoicing, service levels, performance of the Contractor, collaboration among vendors, contractual changes etc. The scope of this level shall cover all commercial interactions between the parties. Time horizon and frequencies will be determined by the delivery and invoicing schedules agreed between the parties, but will as a default be set to monthly.

The parties are obliged to participate with resources having the adequate level of knowledge and experience, and the relevant decision-making mandate. The tactical level will be a significant contributor of input information to the strategic level.

The following meetings shall be established on the tactical level;

Meeting	Frequency	Purpose	Participants from NRK	Participants from BCS supplier	
Commercial Business and Contract Review Meeting (CBCR)	Monthly	The purpose of the Commercial Business and Contract Review Meeting is to facilitate: Review of Contractors' deliverables and statistics Review of Customer satisfaction results Provide forecasts for future deliveries Review of benchmarking results Approve new standard requests Review TCO and "value for money" Contractual issues related to OLAs and any specific collaboration principle in conflict to collaboration model in the Agreement	Example: Contract manager Infrastructure/ operations managers Others as needed	Example: Client manager Account business manager Contract manager IT financial controller Others as needed	
Continual Service Improvement Meeting (CSI)	If needed	The purpose of the Continual Service Improvement Meeting is to facilitate: Review, prioritize and decide on improvement initiatives Review cost effectiveness of the services Review end-user satisfaction scores and corrective actions Resolve escalations relating to collaboration Review and agree improvements to process interfaces	Example: Architecture/ infrastructure/IT operations managers Contract manager Relevant service managers Others as needed	Example:	
Multi-Vendor Services Forum (MVSF)	Monthly or as needed	The MVSF will be conducted across the Customer's multi-vendor environment. The main objectives of this meeting are to review and propose improvements/mitigating actions in the following areas: • Service delivery performance • Compliance to commonly agreed implemented process and IT management services • Compliance to requirements set by multi-vendor cooperation principles	Example: Multi-vendor coordinator lead Infrastructure/IT operations managers Relevant service manager(s)	Example: Global delivery executive Service delivery manager(s)	

	Handling of any critical disruptions, outages and the MVC and vendors response to these incidents Handling of issues disputes and recommended resolutions Handling of security or compliance issues identified in the previous period End-user satisfaction results and corrective actions Health and status of the CMDB/asset management This meeting will be prepared by the Vendors in coordination with the MVC and will be led by the MVC.		
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9.3 Operational level

The scope of this level shall cover all contractually defined operational interaction between the parties required for day-to-day control and management of services delivered from the Contractor to the Customer. Length of periods and frequencies will be determined by the delivery of services and as agreed between the parties, but will as a default be set to weekly or monthly. The operational level will normally not have a horizon beyond +/- 6 months. The parties are obliged to participate with resources having the adequate level of knowledge and experience and the relevant decision-making mandate. The operational level will be a significant contributor of input information to the tactical level.

The operational meetings will review performance, identify deviations and gaps, examine identified root causes, and authorize corrective actions. The operational meetings will create and agree on all basis information required by business meetings to agree on financial settlements. Meetings will be populated with resources from each party having the mandate to manage and maintain all commercial aspects of the agreed deliveries.

The following meetings shall be established on the operational level;

Meeting	Frequency	Purpose	Participants from NRK	Participants from BCS supplier
Service Review Meeting (SRM)	Weekly or monthly or as needed	The Service Review Meeting purpose is to review, agree and report the delivery of all agreed deliverables, including projects, as well as to conduct general management related to the operation of each service and/or related technology or any service issues causing business dissatisfaction. The SRM produces information for further quality, commercial and financial processing.	Example: IT infrastructure manager Relevant service manager(s) Relevant process managers Others as needed	Example: Global delivery executive Regional service delivery manager(s) Change manager (as needed) Others as needed
IT Risk, Security and Compliance Meeting (RSCM)	Single vendor - Monthly /Multi- vendor - Quarterly	Coordination and discussion of emerging requirements and to support the ongoing compliance of Customer according to legal regulations, IT security requirements and management of operational risk. Audit program definition and schedule. Agree and review control objectives for third party audit report. Review of the findings of the third-party audit report and agree control objectives for the subsequent year.	Example: IT security officer/ compliance officer/IT risk manager Security service manager Others as needed	Example: Security officer Others as needed

Change Advisory Board (CAB)	As needed or Contractor can initiate before releasing new patches or upgrades	To discuss and approve future changes to the services which affect the Customer's environment (technical implications). The change management process must capture all changes occurring in the scope of the services that they are coordinating, even though the actual work for the change is performed by one vendor.	Example: Multi-vendor coordinator Change manager Relevant service manager Relevant architects Relevant regional IT manager/project manager	Example:
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10 FORM OF COMMUNICATION - IN WRITING (CLAUSE 7.2)

If it has been agreed that notices, requirements, or other enquiries associated with this Agreement must be provided in a manner other than in writing and sent to the postal address or electronic address provided on the first page of the Agreement, the Customer shall specify this here.

11 PERSONAL DATA (CLAUSE 9.3)

The Customer shall list here any approved subcontractors that may store, process, or delete personal data.