

In Strict Confidence
SSEI - Associate Members Consortium Agreement

Dated

CONSORTIUM AGREEMENT

Between

BAE Systems (Operations) Limited

and

Insert Company Name

In Strict Confidence

Issue: Template

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WHEREAS

- A. The United Kingdom Ministry of Defence (“the Authority”) had a requirement to establish a Software Systems Engineering Initiative (SSEI).
- B. The Core consortium members collaborate in the performance of the SSEI Contract awarded to BAE Systems (Operations) Limited and in the management of the SSEI (“the Purpose”). A collaborative framework has been established that details the respective rights and obligations of each of the members in fulfilling the Purpose.
- C. The SSEI is a formal collaborative arrangement between industry and academic experts funded jointly by industry and by the Authority. Consortium members work together to generate and enhance the future procurement of software vital to the delivery of future UK Defence and commercial capabilities.
- D. The Core Consortium combines the current experience of leading UK defence companies all with proven track records in the development and delivery of military and civil systems in the land, sea, air, ISTAR and infrastructure domains across the entire life cycle. The Consortium offer to establish a credible and innovative SSEI based upon established backgrounds and experience in progressing and developing technologies from fundamental research through to a combination of military and civil products. This proven exploitation route has been built upon strong strategic relationships with industry and leading universities within the UK. Consolidating and sustaining this extensive knowledge and experience, the SSEI will be able to provide domain problem experience, innovation, agility and efficiency, relevance, excellence of UK research, exploitation opportunities, leveraging investment and determination for SSEI growth.
- E. The purpose of this Consortium Agreement is to establish a collaborative framework within which the Parties to this agreement will participate as Associate Members of the Consortium working with the core industrial and academic members of the SSEI for the benefit of the consortium.

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Definitions

In this Agreement:

“Additional Services” means specific work and services contracted through the Prime Contract in addition to the Core Research Programme in order to support specific Authority Integrated Project Teams / Projects.

“Approved Project” means a Prospective Project that has been reviewed and approved by the Authority.

“The Authority” means the United Kingdom Ministry of Defence.

“Associate Members Consortium Agreement” means this agreement together with its appendices

“Associates” means a Third Party who may provide part of the SSEI Additional Services deliverables as a direct subcontractor to the Prime Contractor

“Background Rights” means those rights in Intellectual Property legally and beneficially owned by or within the disposition of a Party prior to the date of this Agreement as well as those subsequently acquired or developed by a Party independently of either this Agreement or of any contracts placed pursuant to this Agreement.

“Business Agreement” means any agreement between the Prime Contractor and individual Parties subject to which Purchase Orders will be placed for the discharge of the Core Research Programme and Approved Projects.

“Confidentiality Agreement” means the confidentiality agreement between the Parties, referenced at Appendix 1 hereto.

“Contributing Party” means a Party that is providing Contribution In Kind. This Party may or may not be leading a SSEI research theme. They will not form part of the Management IPT, unless specifically invited to do so.

“Core Consortium Agreement” means the primary consortium agreement together with its appendices between the core consortium members.

“Core Consortium Member(s)” means BAE Systems (Operations) Ltd; QinetiQ Ltd, IBM UK Ltd; BAE Systems Insyte Ltd; Aerosystems International; MBDA UK Ltd; YorkMetrics Ltd; EDS Defence Ltd; University of Newcastle upon Tyne; University of York;

“Foreground Rights” means those rights in Intellectual Property generated by or on behalf of a Party pursuant to this Agreement.

“Intellectual Property” means all rights in inventions, patents, designs, utility models, whether registered or not, copyright and all other rights of a similar nature throughout the world including all applications for any such protection and rights to apply for any of the same and, for the avoidance of doubt, excludes trade and service marks and trade names, whether registered or not.

“Joint Advisory Board” means the body whose terms of reference are defined in Appendix 2 hereto.

“Joint Working Group” means the body whose terms of reference are defined in Appendix 8 hereto.

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“Management IPT” means the body whose terms of reference are defined in Appendix 5 hereto.

“Prime Contract” means the contract number DBS/ESG/1008 awarded by the Authority to the Prime Contractor.

“Prime Contractor” means BAE SYSTEMS.

“Programme Manager” means an employee of the Prime Contractor responsible for the operation of the SSEI Office which is defined in Appendix 4 hereto.

“Prospective Project” means a costed programme of work, which can be either core or an Additional Service, generated by one of the Theme Leaders, which has not yet been approved.

“Purchase Order” means the document issued by the Prime Contractor bearing the Business Agreement number and summary requirement information.

“SSEI” means Software Systems Engineering Initiative.

“SSEI Office” means the body whose terms of reference are defined in Appendix 6 hereto.

“SSEI Purpose” means generating and assessing Prospective Projects and carrying out and providing deliverables under Approved Projects.

“Technical Director” means a person whose terms of reference are defined in Appendix 3 hereto.

“Theme Leader” means an employee of a Contributing Party whose role is defined in Appendix 7 hereto.

“Third Party or Third Parties” means any person, government, firm, corporation, unincorporated association, agency or legal entity not a Party to this Consortium Agreement, but excludes the Authority.

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1. Parties' responsibilities to this Consortium Agreement and for the implementation of the Prime Contract
- 1.1 The Parties shall collaborate as a team in good faith in accordance with the terms of this Consortium Agreement.
- 1.2 Without prejudice to any other obligations under this Consortium Agreement, the Parties shall take all reasonable measures to perform and fulfil promptly and in due time all their obligations set out in this Consortium Agreement in accordance with the terms and conditions of this Consortium Agreement.
- 1.3 Each Party undertakes on a reasonable endeavours basis:
 - 1.3.1 to notify promptly the Prime Contractor of any delay in performance or of any event that may impact the performance of their obligations under this Consortium Agreement;
 - 1.3.2 to ensure the accuracy and formatting of any information or materials it supplies to the other Parties under this Consortium Agreement and to promptly correct any error therein of which it is notified. No Party makes any representation or warranty, express or implied, other than as expressly stated in this Consortium Agreement. The recipient Party shall be responsible for the use to which it puts such information and materials;
 - 1.3.3 not to use knowingly any Intellectual Property of a Third Party for which such Party has not acquired the corresponding right of use and/or to grant licenses;
 - 1.3.4 to act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Parties and in accordance with good business ethics;
 - 1.3.5 to participate in a co-operative manner to the meetings of the different bodies under this Consortium Agreement.

The Prime Contractor shall neither be entitled to act nor to make legally binding declarations on behalf of any other Party nor to enlarge its role beyond the one described herein and in the Prime Contract. Also, the Prime Contractor shall neither be entitled to propose or accept any deviation or variation to the conditions or scope of work packages, without the prior agreement of the affected Party or Parties.

2. Contracting
 - 2.1 It is intended that the terms and conditions of all Associate Member Business Agreements will be common and reflect the applicable provisions of the Prime Contract and for the avoidance of doubt no term or condition shall be more onerous than those of the Prime Contract and not substantially changed or deviated there from. No changes shall be made to a Business Agreement that has an adverse impact on another Business Agreement(s) unless all Business Agreements shall be so amended. Each Business Agreement is for acceptance by that Party that it is being offered to.
 - 2.3 Detailed price breakdowns for core services and Additional Services as required will need to be provided direct to MoD.
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2.4 As and when any further Core Services or Additional Services are let by the Authority, the Joint Working Group and / or the Management IPT shall select the most relevant Core member or Associate(s) to undertake such Services. The supplier(s) of such services may either be nominated from the outset by the Management IPT, or a where appropriate a competition may be run to determine the best provider(s). Such suppliers shall be commercially managed by the Prime Contractor, but shall be technically managed by a duly appointed Theme Leader.

3. Confidentiality

Each Party will disclose to the other Parties such of its Proprietary Information as is required for the performance of its obligations under this Consortium Agreement, subject to the terms of the Confidentiality Agreement as referenced at Appendix 1 of this Agreement.

4. Intellectual Property Rights

4.1 No Party shall acquire title to any Background Rights of any of the other Parties pursuant to this Consortium Agreement.

4.2 Subject to the rights of any Third Parties and to the terms of any Business Agreement, which rights and terms shall prevail in the event of any conflict with this Consortium Agreement, any Foreground Rights generated by any Party or otherwise acquired by that Party shall be and remain vested in that Party.

4.3 Subject to the rights of any Third Parties and to the terms of any Business Agreement, which rights and terms shall prevail in the event of any conflict with this Consortium Agreement, any Foreground Rights generated jointly or inseparably or otherwise jointly acquired by more than one of the Parties shall unless otherwise agreed, vest jointly in such Parties so that each may exploit the same in any manner and anywhere, without reference to or accounting to the other joint owner [or joint owners], including the granting of licences and sublicences.

4.4 If a licence under another Party's Intellectual Property granted pursuant to this Consortium Agreement ceases entirely (either because such licence has expired or has terminated in accordance with Clause 8.1 or 8.2 or has terminated by written agreement), the licensee Party shall promptly return to the licensor Party all relevant data, technical information, drawings and other information relevant to the Intellectual Property licensed by the licensor Party and all copies of such Intellectual Property in any medium on which such copies have been recorded or stored and shall certify in writing that it has done so.

4.5 Each Party grants to each of the other Parties a non-exclusive, non-transferable, royalty-free licence to use such Background Rights and Foreground Rights (including its name and trademark therein), included within a deliverable under this Consortium Agreement, and as are required solely for the accomplishment of SSEI Purposes. This licence shall automatically terminate with respect to any Party in the event of expiry or termination of this Consortium Agreement in accordance with Clause 8.

4.6 All Business Agreements placed will include detailed IP provisions for funded tasks.

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5. Term and Termination

5.1 This Consortium Agreement and all rights, duties and obligations arising under this Consortium Agreement, except those relating to clauses 3 and 4 hereto shall cease and terminate on the first to occur of any of the following events:

- 5.1.1 receipt of written notice from the Prime Contractor to the Parties of formal notification from the Authority that it no longer has a requirement for a SSEI at the break point between years 3 and 4;
- 5.1.2 expiry of the Prime Contract term (21st August 2012) and where the Parties agree that there is no reasonable prospect of obtaining an extension to, or replacement for, the Prime Contract;
- 5.1.3 if all Parties mutually agree in writing to such termination;
- 5.1.4 if for any reason the purpose or direction of the SSEI has significantly changed such that the original intent of this Consortium Agreement is no longer valid or reasonably attainable, then the Parties shall enter into a full evaluation of the effect of the change and, if appropriate, discuss in good faith termination by mutual agreement;
- 5.1.5 the event described in clause 5.3;
- 5.1.6 if for any reason an offer of work as part of the SSEI consortium by way of a Business Agreement is not signed between the Prime Contractor and any individual party within two calendar months from the date of issue of the original Business Agreement.

5.2 A Party may be required by one or more of the other Parties to withdraw from this Consortium Agreement, by written notice, if that Party:

- 5.2.1 makes an arrangement or composition with its creditors or goes into liquidation (except for the purposes of amalgamation or reconstruction in such manner that the company so resulting from such amalgamation or reconstruction effectively agrees to be bound by or assume the obligations imposed on that Party under this Consortium Agreement) or if an encumbrance or a receiver or administrative receiver is appointed over the whole or any substantial part of the other Party's assets or those of its holding company; or
- 5.2.2 is in material breach of any of its obligations under this Consortium Agreement and (in the case of a breach capable of remedy) shall fail after having been given thirty (30) days written notice, or such other period as agreed between the Parties, by a Party on behalf of all of the other Parties to take reasonable and appropriate action to remedy such breach; or
- 5.2.3 is considered by the other Parties to have committed an irremediable and substantial breach of any of its material obligations under this Consortium Agreement.

A copy of the written notice given under this Clause 5.2 shall be sent simultaneously to each Party hereto.

5.3 If for any reason the original intent of this Consortium Agreement is no longer reasonably attainable the Parties shall meet to discuss termination by mutual agreement.

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- 5.4 A Party may request to be allowed to withdraw from the Consortium Agreement (but, for the avoidance of doubt, not a Business Agreement nor any Purchase Order entered into thereunder for performance of a task), and such withdrawal shall become effective if the Parties mutually agree, by a majority decision, that that Party may withdraw and the withdrawing Party gives notice to that effect in accordance with Clause 11.
- 5.5 Any Party withdrawing in accordance with Clause 5.4 shall not incur any liability to the other Parties by reason (solely) of such withdrawal (but without prejudice to any other provision of this Agreement).
- 5.6 Following any termination or withdrawal pursuant to Clauses 5.2, 5.3 or 5.4 above the Party ceasing to be a party to this Consortium Agreement shall with effect from the date of termination cease to be bound by the obligations or entitled to the benefits contained herein. This Consortium Agreement shall otherwise remain in full force and effect as between the remaining Parties.

6. Additional Parties

Each Party hereby authorises BAE Systems to act as agent on its behalf in relation to the admission of Additional Parties as an Associate member provided that BAE Systems has notified existing Parties of each proposed Additional Party in writing in accordance with Clause 12 of the Confidentiality Agreement referenced at Annex 1.

7. Publicity

No publicity or advertising in connection with the SSEI shall be released by any Party hereto without the prior consent of the Joint Working Group.

8. Relationship

- 8.1 This Consortium Agreement is not intended to be and shall not be construed to create or give effect to a joint venture, association, partnership (as defined in the Partnership Act 1890) or other business organisation or agency arrangement and no Party shall have the authority to bind another Party without the other Party's separate prior written agreement.
- 8.2 Nothing in this Consortium Agreement precludes or prohibits any Party from offering its products or services to any potential customer nor shall it prohibit or prevent any Party from discussing or negotiating any other business activities or fulfilling any current or future contractual commitments with other third parties or the Customer in the course of its normal business, except as otherwise agreed in relation to this Agreement.
- 8.3 Nothing in this Consortium Agreement shall be binding on any other company, division or part of any of the Parties hereto other than that company, division or part of each Party through which that Party is expressed to act.

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9. Entire Agreement

This Consortium Agreement together with its Appendices contains the complete and entire understanding between the Parties on the subject matter of this Consortium Agreement and (except for the Confidentiality Agreement and Business Agreement) supersedes all discussions, proposals, understandings or agreements, oral or written, relating to such subject matter provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

10. Waiver

No exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant to this Consortium Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.

11. Invalidity

Should any part, term or provision of this Consortium Agreement be deemed invalid illegal or void by a competent court of law and jurisdiction, then that provision shall be deemed severed from the Consortium Agreement that shall continue in force notwithstanding such severance. The Parties shall nevertheless negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the severed provision, which will have the same or similar desired effect. All remaining parts, terms or provisions shall not be effected thereby and shall remain in full force and effect.

12. Notices

Notices under this Consortium Agreement shall be in writing in the English language and shall be deemed validly given if delivered by hand, or post (recorded delivery with proof of posting and return receipt if requested) or commercial courier to the Party's address and marked for the attention of the person or at such other address and/or marked for the attention of such other person as each Party may notify to the other Parties from time to time in accordance with this Clause). Such notices shall be deemed to have been received, if delivered by hand, at the time of delivery, or in the case of a notice sent by post as above, 72 hours after the date of posting.

13. Assignment

No Party shall assign or transfer its rights and/or obligations pursuant to this Consortium Agreement (other than for the purposes of any internal corporate reconstruction, re-organisation, merger or analogous proceeding) without the prior written consent of the other Parties, which shall not be unreasonably withheld or delayed.

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14. Third Party Rights

A Third Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Consortium Agreement but this does not affect any right or remedy of such Third Party which exists or is available apart from that Act.

15. Governing Law and Jurisdiction

15.1 This Consortium Agreement shall be governed by and construed in accordance with the Laws of England, and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

15.2 If any dispute or difference arises out of or in connection with this Consortium Agreement the Parties shall in good faith use all their respective reasonable endeavors to resolve the dispute or difference (referred to below as a “Matter”) amicably and as soon as reasonably possible by referring the Matter to the Management IPT.

15.3 If the Management IPT do not reach unanimous agreement on the Matter within 30 days (or such longer period as may be agreed in writing by the Management IPT) of the date on which the Matter was referred to them then any Party may refer the Matter to the courts in accordance with Clause 18.1.

16. Liability

16.1 In no event shall any Party be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any special damages (including multiple, penalty or punitive damages) or consequential damage of any nature whatsoever, or (ii) for any loss of use, business, income, profits, contracts or consequential damage of any nature whatsoever.

16.2 Notwithstanding Clause 16.1, no Party excludes or limits liability for fraud or for death or personal injury arising from its negligence or that of its agents, employees or sub-contractors acting in accordance with this Consortium Agreement.

16.3 The liability of any Party to any other Party for loss or damage to tangible property, whether arising from negligence, breach of contract or otherwise shall not exceed £500,000 for any event or series of related events.

16.4 The liability of any Party to any other Party for any individual breach of the terms of the Confidentiality Agreement at Appendix 1 or of the terms of the provisions in this Consortium Agreement relating to confidentiality and Intellectual Property Rights shall be unlimited.

16.5 The liability of any Party to any other Party for any individual breach of this Consortium Agreement other than those described at 16.3 and 16.4 above shall not exceed £50,000.

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17 IPR Indemnity

17.1 The Parties shall indemnify each other in full against the amount awarded by a court (or settlement agreed by the indemnifying Party) in relation to any claims made against one Party and caused by the indemnifying Party as a result or in connection with an infringement or alleged infringement of a Third Party's IPR caused by the use of any Background Rights or Foreground Rights or any other equipment supplied by or licensed by the indemnifying Party to another or directed by the indemnifying Party to be used in the course of work to be performed under this Consortium Agreement (but, for the avoidance of doubt, not in respect of work performed under a Sub-Contract entered into for performance of a task). The indemnifying Party shall be responsible for defending any such claim at its own cost. This indemnity is subject to the Party wishing to be indemnified (i) promptly notifying the indemnifying Party of the claim (ii) providing all reasonable assistance to the indemnifying Party in relation to the claim (at the indemnifying Party's cost) and (iii) allowing the indemnifying Party full conduct of the claim. If any Party considers that any of its Background Rights or Foreground Rights or any other such equipment is or is likely to be the subject of such an allegation of infringement then it may demand that the other Parties return such to it immediately

18 Attendance at SSEI events and meetings

The SSEI consortium holds regular events and meetings. These events include, but are not limited to, Special Interest Group meetings, Annual Conference and Client focus events. There is also a requirement to initiate a two-tier Joint Advisory Board, appendix 2 refers, to which Associate Members will be invited to actively participate.

Although attendance to such events is not mandatory to Associate Members, Associates will have to bear all costs incurred with any such attendance, including, but not limited to, travel and hotel costs and conference fees.

19 Annual Subscription Rates and Payment Process

The Authority has a requirement that through the life of the Prime Contract SSEI reaches a maturity level of sufficient standing to enable it to become self funding/sustaining. In support of this requirement Associate Members will be charged a subscription fee, the funds from which will support the requirement. Reflected below are the relevant subscription rates:

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Subscription Rates

Membership Options			
Category	Size	Subscription Rate PER ANNUM	Please tick which applies (✓)
Large Organisation	\geq 1000 representatives	£10,000	<input type="checkbox"/>
Medium Organisation	> 250 but < 1000	£5,000	<input type="checkbox"/>
Small Organisation	> 25 but \leq 250	£2,000	<input type="checkbox"/>
Other Organisation	\geq 1 but \leq 25	£80 EACH	<input type="checkbox"/> Number of applicants:
Full-Time Students	N/A	Free	<input type="checkbox"/>

Once your completed membership application and agreement to both the Non Disclosure Agreement, referenced at Annex A, and this Consortium Agreement have been received and approved by the Prime Contractor acting on behalf of the SSEI consortium, payment details will be forwarded and confirmation of your membership subsequently provided.

19. Roles and responsibilities of the Core Consortium Member group

For the purpose of information the roles and responsibilities of the various governing bodies within the SSEI Core Consortium Membership are identified at Appendices 2-10

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Signed for and on behalf of

BAE SYSTEMS (Operations) Limited
Acting on behalf the SSEI consortium

.....

Name:

Position:

Date:



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Signed for and on behalf of

ASSOCIATE MEMBER (insert company name)

.....

Name:

Position:

Date:



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Appendix 1

Confidentiality Agreement

The overarching SSEI Confidentiality Agreement is available separately as a template document. Please note the this document is currently subject to agreement with the existing core consortium members and is subject to change.

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Appendix 2 : Role of Joint Advisory Board

Composition	<i>Members</i>	Joint Advisory Board Chairman (the Authority and BAE Systems Co-Chair); SSEI Technical Director; representatives of BAE Systems, MBDA, University of York and IBM; representatives of the Authority. The Board is quorate when Chairman or his appointed representative and two thirds of the Board members or their appointed representatives are present. Each party may with immediate effect change any of its appointees to the Joint Advisory Board by providing written notice of such change to all other members of the Board.
	<i>Rationale / Notes</i>	The Joint Advisory Board is the body accountable for the governance of all the activities undertaken under the auspices of the SSEI and therefore includes representatives of the major stakeholders and investors in projects undertaken by the SSEI. The Authority is represented in order to ensure value is obtained for the investment of government funding. Theme lead organisations are represented in order to ensure appropriate exploitation of the funded SSEI work.
	<i>Chair</i>	Appointed jointly by The Authority and the Prime Contractor
Meetings	<i>Frequency</i>	Quarterly during the first year. Extraordinary meetings may be called by the chairman upon written request of any member of the Joint Advisory Board giving one month notice where possible, but in any event not less than 10 working days' notice
	<i>Decision Making</i>	Where possible, the Joint Advisory Board will reach decisions by unanimous consent. MoD has the right to veto any decisions.
	<i>Notes</i>	The group may be convened at other times if required by any member of the group, or the Technical Director. The frequency of the regular meetings will be reviewed at the end of the first year and may be altered in subsequent years. It is anticipated that once the SSEI is established the Joint Advisory Board will meet six monthly, and the reporting framework will be adjusted to fit that need.

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JAB Responsibilities / Activities	<i>Through-year Responsibilities</i>	<i>Quarterly Activities</i>	<i>Key Activities in SSEI Annual Cycle</i>				
			Month	Activity			
<ul style="list-style-type: none"> .. Formulates and endorses policy decisions relating to the SSEI .. Guides the strategy of the SSEI to ensure that it satisfies the Authority's stipulated essential and desired outcomes .. Advises / instructs on issues surrounding commercial exploitation, financial management, contractual management and registration of IPR in order to protect the interests of the Parties, using this agreement as guidelines .. Endorses appointments to key SSEI roles .. Considers and recommends on proposals for extension of invitations to new organisations to become partners in the SSEI .. Agrees the growth strategy for SSEI .. Promotes the SSEI .. Provides advocacy for the SSEI 		<ul style="list-style-type: none"> .. In advance of Board meeting, reviews report from Technical Director to assess technical and programme management progress of SSEI and alignment to agreed strategic directions .. Holds Board meeting to provide strategic direction, guidance and policies required in order to ensure SSEI satisfies the Authority's stipulated outcomes 	6	Agrees on invitations to recommended organisations to the annual conference			
			7	Holds operational review of SSEI performance with Technical Director and Programme Manager			
			9	Reviews and endorses (and may recommend changes to) the following year research proposal proposed by the Management IPT			
			10	Attends annual conference to assist Board in assessment of research programme			
			12	Runs Board meeting as annual review, including reviews of Board's Terms of Reference			
			Summary of Contribution to SSEI Success		The key contribution of the Joint Advisory Board is to ensure that value is obtained in the SSEI for the investment of government funding, by providing overall direction of research policy, strategy and management. The Joint Advisory Board is accountable for governance of all the activities undertaken under the auspices of the SSEI		

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Appendix 3 : Role of Technical Director

Responsibilities / Activities	Through-year Responsibilities	Quarterly Activities	Monthly Activities	Key Activities in SSEI Annual Cycle					
				Month	Activity				
<ul style="list-style-type: none"> .. Oversees overall Systems Engineering work, ensuring that the teams working to promote integration of research across Consortium are working together effectively .. Maintains contact with key customer technology representatives (including Dstl) in order to promote programme harmonisation and exploitation .. Carries out ongoing assessment of academic quality of research programme and exploitation plans .. Assists in resolution of disputes that cannot be resolved within the Management IPT or, in exceptional circumstances, refers matters upwards to Joint Advisory Board .. Advises on appropriate dissemination / publication routes for SSEI outputs .. Assesses relationship of SSEI research with other research programmes .. Liaises and advises as required on necessary security classifications .. Assists the Joint Advisory Board in any dialogue with the Authority .. Instructs Research Theme Leaders to generate Prospective Projects on particular topics to deliver the strategic aims of the SSEI .. Technical quality and balance of SSEI programme / outputs (including additional services outputs) .. Staff development / mentoring .. Co-chairs the Joint Working Group 		<ul style="list-style-type: none"> .. Compiles the quarterly report to Joint Advisory Board, with inputs from the Programme Manager and Theme Leaders, highlighting key issues for Board-level debate .. Attends Joint Advisory Board, advising on all aspects of how to best deliver the strategy and aims of the SSEI from a technical perspective 	<ul style="list-style-type: none"> .. Chairs the Management IPT meeting (when held), focusing its agenda and discussions on different issues according to the SSEI calendar 	6	Ensures start-up of the process of deciding the following year's research programme.				
				7	Reviews operational performance and management of SSEI with the Programme Manager and Joint Advisory Board. Reviews effectiveness of the common reporting framework; instructs Theme Leaders to generate Prospective Projects on a particular topics to deliver the strategic aims of the SSEI				
				8	Leads process of assessments of emerging research proposals / Prospective Projects for following year				
				9	Leads works on summary research programme proposal for presentation to Joint Advisory Board				
				10	Attends annual conference				
				11	Compiles annual SSEI report for Joint Advisory Board. Assesses content of Exploitation reports produced by Theme Leaders				
				Summary of Contribution to SSEI Success		The Technical Director ensures a consistent focus to the overall research programme of the SSEI, acting as a conduit between all contributors for the debate on research direction, representing the customer's interests, focusing on exploitation and ensuring a clear technical direction			

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Appendix 4 : Role of Programme Manager

Responsibilities / Activities	Through-year Responsibilities	Quarterly Activities	Monthly Activities	Key Activities in SSEI Annual Cycle					
				Month	Activity				
<ul style="list-style-type: none"> .. Establishes and runs project management systems supporting the SSEI .. Leads SSEI Office on a day-to-day basis .. Administers all subcontracts in conjunction with the respective Theme Leaders .. Supports the use of the systems engineering management process across the themes .. Supports dissemination of results from the research programme .. Maintains SSEI records and databases, including SSEI history and rationale for key decisions .. Captures lessons learnt as the programme proceeds .. Organises, in conjunction with Theme Leaders, the annual SSEI conference for all SSEI participants to discuss the SSEI's outputs and direction .. Assesses external practices / procedures that could improve SSEI operation 		<ul style="list-style-type: none"> .. Provides general financial and programme management information to support Technical Director in producing quarterly report to Joint Advisory Board .. Assists Technical Director in preparations for the Joint Advisory Board meeting .. Attends customer progress meetings to represent the SSEI 	<ul style="list-style-type: none"> .. Attends Management IPT (when held), assisting with setting agenda for each meeting and maintaining clear view of actions and issues raised .. Reviews risk log together with the members of Management IPT .. Works with Theme Leaders to ensure sharing of good practice and to encourage consistency of operation .. Ensures that the Theme Leaders support the integrated demonstrations .. Tracks the amount of Authority funding applied to Approved Projects and within each Research Theme 	1	Ensures speedy flow out of subcontracts				
				7	Reviews operational performance and management of SSEI with Technical Director and Joint Advisory Board				
				10	Runs annual conference				
				11	Compiles full programme report, including financial and programme management aspects, as input to annual SSEI report ; starts planning for following year's conference				
				12	Updates SSEI website to reflect latest status of research programme direction ; provides calendar for next year's operation				
				Summary of Contribution to SSEI Success		The work of the Programme Manager ensures smooth overall running and operational management of the SSEI, focusing on the delivery of funded research projects, balanced with the need to maintain research quality. The Programme Manager also ensures visibility of key SSEI data and metrics to customers and SSEI partners. The Programme Manager works along side the Technical Director for the operational aspects of the SSEI.			

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Appendix 5 : Role of Management IPT

Composition	<i>Members</i>	Technical Director (Chair); Programme Manager; Industrial and Academic Theme Leads; Customer Interface Director; Business Manager, SEIG Lead, SSEI Office representatives
	<i>Rationale / Notes</i>	Core Consortium members who are not acting as a Theme Lead organisation, will normally liaise with the Management IPT through the Theme Leader whose research theme they are supporting. Nonetheless, these organisations will have the right to request to attend any meeting of the Management IPT if it is dealing with matters of particular interest to them.
	<i>Chair</i>	Technical Director

Meetings	<i>Frequency</i>	Monthly, when required, in the first or second week of the month, at premises convenient to all parties
	<i>Notes</i>	The Management IPT will normally meet monthly, but may meet more or less frequently by agreement, based on experience of its workload once the SSEI is operational. The Prime Contractor shall prepare the agenda and minutes.
	<i>Costs</i>	Each Party shall bear the costs of its membership of the Management IPT

Responsibilities / Activities	<i>Through-year Responsibilities</i>	<i>Quarterly Activities</i>	<i>Monthly Activities</i>	<i>Key Activities in SSEI Annual Cycle</i>	
				Month	Activity
<ul style="list-style-type: none"> .. Supports the Technical Director in managing ongoing development, execution and integration of the SSEI's research programme, including assessing proposals made for Prospective Projects .. Provides overall technical and programme management and reviews operational issues .. Proposes SSEI business plan and supporting new activities .. Supports Programme Manager in reporting of the technical programmes .. Supports integration of the outputs from the theme areas into coherent demonstrations linked to capability challenges .. Reviews and proposes Technical strategy and future technical programme .. Proposes outputs to be released to the general community as best practice etc. .. Where considered appropriate by the Joint Advisory Board, runs competitive tenders for any work proposed to be undertaken by Third Parties .. Attempt at resolution of differences and disputes that may arise between the Parties 		<ul style="list-style-type: none"> .. Reviews messages / issues to be raised at Joint Advisory Board meeting 	<ul style="list-style-type: none"> .. Reviews the collective progress of the research from a technical and programme management perspective. .. Reviews and agrees action on risks .. Shares and compares emerging best practice within the SSEI and adapts SSEI practice to improve performance 	8	Assesses, refines and combines research proposals into an overall proposal for the whole SSEI
				9	Carries out final prioritisation of proposals and prepares integrated research programme proposal for Joint Advisory Board
				10	Considers final revisions to research programme as required by Joint Advisory Board
				12	Reviews its own operation and Terms of Reference

Summary of Contribution to SSEI Success	The key contribution of the Management IPT is to ensure that a balanced and integrated research programme is developed and maintained across the SSEI and that it is then delivered effectively
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Appendix 6 : Role of SSEI Office

Composition	<i>Members</i>	Technical Director; Programme Manager; Administrative and Commercial Support staff
	<i>Rationale / Notes</i>	The required commercial and administrative resource for the SSEI Office will be provided by BAE Systems, Military Air Solutions
	<i>Notes</i>	The SSEI Office will be located at BAE Systems (Operations) Limited Warton site, and will provide the resources and facilities for controlling and administering the SSEI Prime Contract.
	<i>Costs</i>	The costs associated with the Technical Director shall be funded by the Prime Contract. The costs associated with the Programme Manager, commercial and operational management support shall be funded by the Prime Contractor.

Responsibilities / Activities	<i>Through-year Responsibilities</i>	<i>Monthly Activities</i>
	<ul style="list-style-type: none"> .. Supports the Technical Director and Programme Manager in administrative aspects of the SSEI .. Supports running of agreed SSEI project management systems .. Places and administers all agreed SSEI subcontracts .. Maintains the records and archive of the SSEI outputs and correspondence in electronic form on the Prime Contractor's computer network, including lessons learned .. Creates and maintains the web-site for the SSEI .. Administrates the annual conference for all SSEI participants to discuss the outputs of the SSEI in that year .. Advises exact dates and venues of SSEI meetings to all members at least one month prior to the date of the meeting .. Acts as first point of contact for SSEI for outside parties 	<ul style="list-style-type: none"> .. Supports gathering of metrics against each research theme and each Approved Project and creation of the summary report for the Joint Advisory Board

Summary of Contribution to SSEI Success	The SSEI Office supports the members of the Joint Advisory Board and oversees the operation of the Management IPT to ensure the smooth running and administration of the Consortium, working to deliver this within the auspices of a Shared Data Environment (SDE)
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Appendix 7 : Role of Research Theme Leader

Responsibilities / Activities	Through-year Responsibilities	Quarterly Activities	Monthly Activities	Key Activities in SSEI Annual Cycle	
				Month	Activity
	<ul style="list-style-type: none"> .. Defines and refines theme strategy and key research objectives .. Engages with appropriate Dstl representatives (including Knowledge Integrators) to discuss theme direction and strategy .. Arranges with the Prime Contractor for subcontracts to be placed for Approved Projects within their theme .. Manages technical achievement of approved research subcontracts within the theme, ensuring insofar as is possible, that they proceed in accordance with their plans and achieve their technical aims and key research objectives .. Presents and discusses progress and results of current Approved Projects as required with other members of the Management IPT .. Considers Prospective Projects within the theme and discusses and assesses these in conjunction with other members of the Management IPT. This includes recommending those providers best placed to undertake the work and supporting definition of research objectives and costed statements of work .. Visits research providers when necessary .. Actively 'sells' research outputs from the theme .. Recommends stopping projects that are shown to be not meeting the essential or desired outcomes .. Works with the systems engineering team on the framework for developing and evaluating integrated demonstration packages and capability exploitation routes 	<ul style="list-style-type: none"> .. Attends Management IPT meeting (when held) .. Keeps the Management IPT apprised of progress in Approved Projects .. Reviews monthly e-mail reports from researchers, identifying and addressing any issues emerging, if necessary by arranging meetings 	<ul style="list-style-type: none"> .. Prepares theme report for Technical Director .. Theme Leads updates and co-operates with the SEIG Theme Lead on progress 	7	Seeks proposals for projects from amongst SSEI members or, where appropriate, Third Parties; organises the generation of a costed statement of work, a work-share plan and a risk analysis for each Prospective Project.
				8	Co-ordinates all proposals for Prospective Projects to be undertaken by the SSEI within research theme and presents to Management IPT; resolves issues arising from this
				10	Attends annual conference
				11	Produces formal exploitation report
				12	Prepares annual theme report for Technical Director

Summary of Contribution to SSEI Success	The research themes lie at the heart of the SSEI's strategy and constitute the core of SSEI work. The Theme Leader provides the driving force behind successful proposal, selection and execution of research work within the theme area, and plays a key part in cross-theme integration.
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Appendix 8 : Role of Joint Working Group

Composition	<i>Members</i>	Management IPT members together with co-chairs 1 provided by a representative of the Authority and the 1 provided by the contract holder from the Prime Contractor.
	<i>Rationale / Notes</i>	The Joint working Group is the body responsible for the contractual aspects of the SSEI.
	<i>Co-Chair</i>	Appointed jointly by The Authority and the Prime Contractor
Meetings	<i>Frequency</i>	Quarterly. Extraordinary meetings may be called by the chairman upon written request of any member of the Joint Advisory Board giving one month notice where possible, but in any event not less than 10 working days' notice
	<i>Decision Making</i>	All issues that materially or adversely affect the SSEI will be subject to a vote. Where possible, the Joint Working Group will reach decisions by unanimous consent. Where, after the best endeavours of the Joint Working Group, a unanimous consent cannot be achieved, decisions will be made by vote, with a single vote per Joint Working Group member. Decisions by vote will be on the basis of a simple majority, with the Co-chairs having the casting vote in case of any tied vote, in order that the Prime Contract is appropriately discharged.
	<i>Notes</i>	The group may be convened at other times if required by any member of the group. The frequency of the regular meetings will be reviewed at the end of the first year and may be altered in subsequent years.
	<i>Costs</i>	Each of the parties represented on the Joint Working Group shall bear the cost of the membership of the Board

Responsibilities / Activities	<i>Through-year Responsibilities</i>	<i>Quarterly Activities</i>	<i>Monthly</i>	<i>Activity</i>
	<ul style="list-style-type: none"> .. Reviews Contractual issues on SSEI .. Advises whether payment is acceptable against the programme payment plan .. Approve external publicity for SSEI .. Review progress / issues against "additional services" items .. Approve initial Business Plan for SSEI and review progress / issues 	<ul style="list-style-type: none"> .. Reviews summary of technical progress .. Approves outputs to be distributed as beat practice resulting from SSEI work .. Approve growth plan for SSEI, including annual technical plan 	6	Proposes invitations to recommended organisations to the annual conference
			9	Reviews (and may recommend changes to) the following year research proposal proposed by the Management IPT
			10	Attends annual conference to assist Board in assessment of research programme
			12	Runs Working Group meeting as annual review, including reviews of Board's Terms of Reference

Summary of Contribution to SSEI Success	.. The key contribution of the Joint working Group is to ensure the delivery of the SSEI for all parties involved, by providing commercial management and contractual guidance together with mechanisms and decision making for running the SSEI. .
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Appendix 9 : Role of Business Manager

Responsibilities / Activities	<i>Through-year Responsibilities</i>	<i>Quarterly Activities</i>	<i>Monthly Activities</i>	<i>Key Activities in SSEI Annual Cycle</i>	
				Monthly 1 – 12	Activity
	<ul style="list-style-type: none"> .. Responsible for development and maintenance of the sustainability plan for full sustainability within 5 years .. Responsible for promoting the business development plan for initiating the agreed activities .. Primary responsibility for the developing Additional Service opportunities within the SSEI .. Primary responsibility for other business development activities of the SSEI, including the development of opportunities outside of MoD 	<ul style="list-style-type: none"> .. Reports on plan for SSEI to be a sustainable entity after year 5 	<ul style="list-style-type: none"> .. Attends Management IPT (when held) .. Works with Technical Director, Programme Manager and Customer Interface Director to ensure successful delivery of the business development plan 		<ul style="list-style-type: none"> Engagement of commercial parties for potential participation with the SSEI Engagement of MoD for use of Additional Services within the SSEI
Summary of Contribution to SSEI Success	The work of the Business Manager focuses on delivery of both the sustainment and business development plans. The Business Manager also ensures visibility of key future stakeholders to the SSEI partners. The Business Manager is responsible to the Technical Director for the business development and sustainability aspects of the SSEI.				

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Appendix 10: Role of SEIG Theme Lead

Responsibilities / Activities	Through-year Responsibilities	Quarterly Activities	Monthly Activities	Key Activities in SSEI Annual Cycle	
				Month	Activity
	<ul style="list-style-type: none"> .. Understand the direction of the individual research areas. .. Identify common threads and approaches and possible opportunities for integration across the research areas. .. Help the research areas aim for a common direction where this benefits the overall SSEI objectives .. Help identify customer / member sponsors that can provide direction for the research. .. Help identify customer/member programmes that can aid / exploit the research. .. Help identify other research programmes that can aid / exploit the research. .. Help drive the technical input to SSEI external communications. .. Support for provision of required SSEI management deliverables, e.g. research route maps, exploitation route maps. .. Identification of system engineering links to the research tasks. .. Support for system engineering techniques that could add benefit to the research areas. .. Presents on and discusses SSEI coherence and customer focus of current Approved Projects as required with other members of the Management IPT 	<ul style="list-style-type: none"> .. Attends Management IPT meeting (when held) .. Keeps the Management IPT appraised of theme coherence and customer focus .. Evaluate benefit of system engineering tools and techniques across research themes 	<ul style="list-style-type: none"> .. Prepares theme coherence report for Technical Director .. Theme Leads Updates and co-operates with the SEIG Theme lead on progress 	8	Assesses all proposals for Prospective Projects to be undertaken by the SSEI for coherence and customer focus and presents to Management IPT
				10	Attends annual conference
				11	Produces formal exploitation report
				12	Prepares annual theme report for Technical Director
Summary of Contribution to SSEI Success		The SEIG coordinates, supports, and influences the direction of all Themes in order to ensure that the SSEI research 'joins up' to best meet the needs of the customer.			