

**000000-DRP-POL-MAN-000001****Network Rail - Digital Railway Joint Development Group (“the JDG”)****Outline Principles of the Collaborative Charter  
Joint Development Group (JDG) Membership Agreement.****Section 1 – Purpose and Objectives****1. FUNDAMENTAL PURPOSE**

- 1.1 The Collaborative Charter is intended to create meaningful and agreed obligations between the various suppliers contributing to the JDG (including the suppliers and Network Rail (“NR”)); together “the Collaborating Parties” and an open and collaborative ecosystem, in effect a “Joint Development Group”, that supports the development of a digital railway for the United Kingdom (UK) in order to:
- 1.1.1 enable the achievement of the fundamental business objectives and required outcomes for the JDG (see paragraph 5);
  - 1.1.2 enable the suppliers to deliver their respective services in accordance with the terms of their respective agreements;
  - 1.1.3 co-operate with the other suppliers to assist each other in successfully providing their respective services;
  - 1.1.4 ensure the suppliers demonstrate the required behaviours (see paragraph 3.1);
  - 1.1.5 enable the discharge by the suppliers of certain partnering obligations (see paragraphs 5.1 and 5.2); and
  - 1.1.6 enable the suppliers to deliver services in accordance with the principles of co-operation (see paragraph 6).
- 1.2 A key principal of the JDG is openness and inclusion and therefore all suppliers who express an interest in joining the group are welcome to do so. However, to formally join, suppliers must agree and sign up to this Collaborative Charter to become and remain a member of the JDG; for as long as is appropriate.

**2. BACKGROUND**

- 2.1 Over the last twenty years the number of passengers using Britain’s railway has doubled and the UK is now running out of capacity at key pinch points across the country. The Digital Railway Programme (DRP), a business unit within Network Rail, exists to support the introduction of new digital technologies that can help solve the critical capacity and performance challenges on the rail network. Whilst these digital technologies have significant potential their relative novelty and ambiguity present substantial implementation difficulties. As a result, the DRP developed the concept of a JDG, which could help solve many of the challenges associated with a national digital railway transformation.
- 2.2 Lessons learned from previous Early Contractor Involvement (ECI) workstreams suggest that using multiple suppliers to respond to a problem statement produces exceptional results; creating a diversified and balanced view of possible solutions. Thus, the JDG intends to be an open and collaborative model whereby a community of suppliers, managed by a core team, are called upon to support digital railway early project development activities. This will allow the DRP to connect the right skills and competencies from a community of suppliers to digital railway project teams. By jointly developing solutions to complex and unconventional problems, the JDG can unlock new and innovative ways of driving efficiency, meeting the capacity and performance challenge and achieving value for money on the journey to a digital railway.
- 2.3 It should be noted that, whilst the JDG is predominately focused on supporting the DRP its scope is not exclusively limited to this activity. The JDG may grow to support other business units across Network Rail.

### 3. FORMATION AND INTENDED USE

- 3.1 No formal competition has or will be run to select suppliers for the JDG. Membership to the JDG is free and all suppliers who are interested in joining the group are welcome to do so. If a supplier would like to join the JDG, they must email the [jointdevelopmentgroup@networkrail.co.uk](mailto:jointdevelopmentgroup@networkrail.co.uk) to express their interest. The next step, as indicated above, is to agree to this Collaborative Charter and the ways of working described within. **Agreement to this Collaborative Charter will formalise a new supplier membership and must occur before starting work on any JDG commission.**
- 3.2 Suppliers who are interested in joining the JDG should, however, if not already done so, register on RISQS (Railway Industry Supplier Qualification Scheme) which has been developed from the British rail industry's Link-up scheme to provide an independent, third-party qualification assessment of a supplier's capability to supply products and services. It is managed by the industry, for the industry and aims to deliver value to both suppliers and buyers. Further information is available from their website: <http://risqs.org/>
- 3.3 The qualification step is undertaken in order to manage the business risk of trading with a supplier and to ensure the right suppliers are considered from an assurance perspective. It ensures that the short listed suppliers are capable of meeting our requirements and delivering in an appropriate way.
- 3.4 The main objectives being:
- 3.4.1 To provide an accurate understanding of what suppliers are able and willing to provide.
  - 3.4.2 To ensure suppliers are able to meet NR's Supplier Qualification and Assurance requirements and are aligned with our way of sourcing.
  - 3.4.3 To control specific risks associated with using the supplier, through supplier assurance.
  - 3.4.4 To shortlist suppliers through pre-qualification in order to select the most suitable tenderers
- 3.5 It is not the intention of Network Rail to use the JDG when procuring large-scale design and build civil infrastructure contracts or similar. These contracts, whose value exceeds thresholds set by the Utilities Contract Regulations 2016, will still be procured in compliance with United Kingdom and European Union legislation. Instead, JDG commissions will predominately focus on outputs that support the DRP as well as a broad range of early stage Governance for Rail Investment Projects (GRIP) deliverables, whose value does not exceed thresholds set by the Utilities Contract Regulations 2016. The JDG commissioning procedure applies the same general principles defined by EU procurement legislation however, due to the contract value, it is not subject to the regulations

### 4. OPERATING MODEL OVERVIEW

- 4.1 The JDG operating model is comprised of three key stakeholders: 1) a DRP project team 2) the JDG core management team and 3) the supplier community. Each of these stakeholders has a unique role in the commissioning procedure.

#### 4.2 DRP Project Team

A DRP project team is the primary user of the JDG, although at times it may also be used by other Network Rail project teams, and they will use the service when they have a problem statement that requires additional support to resolve. The project team will then work with those suppliers, who have been selected based on their capabilities, to develop a solution to the problem statement. Whilst the JDG exists primarily as a service to the DRP, in the future it may be extended to the wider Network Rail organisation.

#### 4.3 JDG Core Management Team

The JDG core management team will manage the operations of the JDG and act as the intermediary between the project team and the supplier community. The role of the core management team in this model is to steward the commissioning process and make sure the right

capability from the supplier community is provided to the project team. The core management team may also assist with project management over the duration of the commission.

#### 4.4 **Supplier Community**

The supplier community are those organisations that have agreed to this Collaborative Charter and can provide the additional support required from a project team to resolve their problem statements. The project team and selected suppliers shall work in an open and collaborative manner to develop an optimal solution to the problem statement. Suppliers are not obligated to respond to capability requests and can join the JDG in a passive capacity—the model is built on openness and inclusion regardless of participation level.

### 5. **FUNDAMENTAL BUSINESS OBJECTIVES AND OUTCOMES**

- 5.1 The suppliers shall agree individually and collectively to work to ensure that the services each provide shall deliver, and not conflict with, the fundamental business objectives and required outcomes of NR as will be described from time to time as part of a Problem Statement
- 5.2 The suppliers shall agree individually and collectively to work to continuously improve the processes and methods of delivery of the Problem Statements as well as the effectiveness of same.
- 5.3 The suppliers shall agree individually and collectively to work to ensure that their delivery of services does not conflict with, and fully supports, NR's strategies and goals as published from time to time.

### 6. **REQUIRED BEHAVIOURS**

- 6.1 In order to ensure the effective delivery of the Business Objectives / Outcomes, the suppliers will agree to act in the following way:
  - 6.1.1 **Collaborative Intention:** The suppliers must maintain a genuine non-defensive presence and make a commitment to mutual success in their relationships with NR, the other Suppliers and any other third-party suppliers to NR;
  - 6.1.2 **Openness:** The suppliers must commit to both telling, and listening to, the truth and create a culture of openness that allows all the Collaborating Parties to feel safe enough to discuss concerns, solve problems and deal directly with difficult issues;
  - 6.1.3 **Self-Accountability:** The suppliers must take responsibility for their circumstances and the choices they make either through their actions or failing to act as well as the intended and unforeseen consequences of these actions. The Suppliers must focus on the solution to a problem or issue rather than seeking to apportion blame;
  - 6.1.4 **Self-Awareness and Awareness of Others:** The suppliers must commit to understanding their own organisations and issues within their own organisations as well as understanding concerns, intentions and motivations of the other Collaborating Parties and their culture and context;
  - 6.1.5 **Problem Solving and Negotiating:** The suppliers must use problem-solving methods that promote a co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring.

## Section 2 – Performance of Services

### 7. **SUPPORT FOR SERVICES AND THE DEPENDENCIES REGISTER**

- 7.1 Each supplier will be asked to ensure that any specific activities and tasks of the other Suppliers that are required co-operation obligations in order for it to deliver services are detailed in a dependencies register; where applicable.
- 7.2 The dependencies register will be non-exhaustive and without prejudice both to each supplier's contractual obligations to deliver its services to NR and each supplier's broader obligations of collaboration. The suppliers shall agree to work together to identify any other dependencies on each other that arise following the effective date or that have not previously been identified.

### Section 3 – Collaboration and Co-Operation

#### 8. SUPPLIER OBLIGATIONS

- 8.1 Each supplier shall agree to co-operate with the other suppliers and NR in order to:
- 8.1.1 ensure the orderly provision of seamless end-to-end services;
  - 8.1.2 avoid hindering the provision of services to NR by the other suppliers;
  - 8.1.3 facilitate the delivery of services by the other suppliers in accordance with their respective agreements;
  - 8.1.4 avoid any unnecessary duplication of effort;
  - 8.1.5 avoid undue disturbance to NR; and
- 8.2 The suppliers shall agree to:
- 8.2.1 work together in good faith to ensure integration and interfacing where services are subject to inter-party dependencies;
  - 8.2.2 operate and maintain all software, hardware or technology in accordance with good industry practice where there is interoperation with another supplier;
  - 8.2.3 assist with any testing and/or any quality assurance analysis to be undertaken by other suppliers;
  - 8.2.4 provide prompt access to any of their resources required by the other suppliers to enable them to provide their services and to deal with security and/or compliance issues;
  - 8.2.5 promptly provide the other suppliers with all relevant information that they may need to provide their services; and
  - 8.2.6 promptly escalate any issues or perceived problems that may arise

#### 9. PRINCIPLES OF CO-OPERATION

- 9.1 The co-operation, support, information and assistance to be provided by the suppliers shall be provided in accordance with the following principles:
- 9.1.1 the principle that each supplier shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
  - 9.1.2 the principle of 'fix first, discuss later', requiring that each supplier shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any disputes until resolution of the relevant problem;
  - 9.1.3 the principle that co-operative behaviour and overall cost efficiency should be promoted; and
  - 9.1.4 the principle that all suppliers shall procure the adherence of employees and subcontractors to these co-operation requirements.

### Section 4 – Governance

#### 10. GOVERNANCE

- 10.1 In addition to the governance and contract management provisions in each supplier's agreement with NR, the Collaborating Parties' respective representatives shall each comply with their obligations and responsibilities to participate in the meetings and other activities and

hold the meetings set out in Schedule A to discuss the matters identified in the Schedule.

## 11. INTELLECTUAL PROPERTY AND DATA

11.1 As part of any JDG commission, intellectual property (IP) will be addressed with the following basic governing principles:

11.1.1 Suppliers will be advised whether their background IP would be required to deliver the project outputs in the capability request.

11.1.2 The ownership of background IP will remain the property of the supplier which created and/or developed it. However, if a JDG commission requires the use of a supplier's background IP to deliver the expected outputs of the project, a usage or licensing arrangement may be agreed between Network Rail and the supplier(s)

11.1.3 The ownership of foreground IP, which has been created and/or developed as part of a JDG commission, will remain the property of the Supplier. However, in the spirit of collaboration and advancing the entire UK rail sector, Network Rail will request to license the foreground IP as part of their participation in the commission. Specific terms and conditions of the foreground IP licensing arrangement will be agreed between Network Rail and the supplier on a case-by-case basis

## 12. SHARING OUTPUTS

12.1 In the spirit of openness, transparency and the advancement of the entire UK rail sector Network Rail will endeavour to publish the outputs of each discrete JDG problem statement. In general outputs to problem statements will be open to the public unless the content within is of a sensitive nature e.g. impacting DfT purdah period etc. In such cases Network Rail reserves the right not to share outputs or, if necessary, it shall create an individual sharing arrangement. It is the intention of Network Rail to create an individual space for the JDG on the DRP website, <http://digitalrailway.co.uk/>, where outputs will be published.

12.2 It is possible that the outputs of some of these JDG commissions may be used as an input into or will inform a future tender. The core management team will endeavour to describe the implications and/or benefits of working on a problem statement, including if or how the outputs are linked to a future tender, within the capability request.

To clarify however;

12.2.1 Participation in a JDG commission will **NEVER** be a pre-requisite to compete for a future Network Rail tender

12.2.2 Membership to the JDG will **NEVER** be a pre-requisite to compete for a future Network Rail tender

12.2.3 Outputs of the JDG will be generic, suppliers will **NEVER** be permitted to recommend their own goods and or services as part of a solution to a problem statement

12.3 Suppliers are encouraged to participate in the JDG and will have the opportunity to influence the outputs however, they will be expected to behave in the interest of the entire UK rail sector and act in accordance with the principles described in this Collaborative Charter. These principles have been established to provide adequate governance and to ensure impartiality throughout the process and in future tender opportunities.

## Annex 1: Definitions

In this Agreement:

**“Joint Development Group”** means Network Rail and the community of suppliers who work together to build an open and collaborative ecosystem that supports the development of a digital railway for the United Kingdom

**“Collaborative Charter”** means the agreement taken by all members of the Joint Development Group to adhere to a common way of working and the founding principles defined in this document.

**“Digital Railway Programme”** means a business unit within Group Digital Railway, a Network Rail organisation, that has been remitted to deliver the enablers for a consistent and efficient roll-out of digital railway technology across the UK rail network using an industry wide approach.

**“Department for Transport”** means the government department responsible for the United Kingdom transport network.

**“Early Contractor Involvement”** means a form contract, that allows a contractor to take part in the early design, development and construction planning stage of a project.

**“Governance for Rail Investment Projects”** means the staged process that Network Rail uses to manage the enhancement or renewal of Britain’s rail network.

**“Background Intellectual Property”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world which was or is created by either party, Network Rail or a supplier, separately from the Joint Development Group.

**“Foreground Intellectual Property”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world which was or is created by either party, Network Rail or a supplier, as part of a Joint Development Group commission.

**“Output”** means any deliverable produced as part of a JDG commission