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Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;
"Contract Manager"	the manager appointed in accordance with paragraph 3.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier shall confirm the identity of the Supplier's Contract Manager. The Supplier's Contract Manager shall have a minimum of two years' industry experience in a similar role.

3.2 The Supplier's Contract Manager's shall be:

3.2.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.2.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

OFFICIAL - SENSITIVE

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

- 3.2.3 able to cancel any delegation and recommence the position himself; and
- 3.2.4 replaced only after the Buyer has received notification of the proposed change.
- 3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.4 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.
- 3.5 The Supplier shall ensure that the Supplier's Contract Manager shall promote, deliver and communicate transparency of pricing, savings and Commissions to the Buyer.
- 3.6 The relationship management provided by the Supplier shall be proportionate to the size and requirements of the Buyer.

Role of the Operational Board

- 3.7 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 3.8 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 3.9 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 3.10 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 3.11 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

4. Contract Risk Management

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Framework Ref: RM6342

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

OFFICIAL - SENSITIVE

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OFFICIAL - SENSITIVE

Annex: Contract Boards

1.1 The Parties agree to operate the following boards at the locations and at the frequencies set out below:

1.2 Monthly operational review meetings

- There shall be monthly meetings to assess the supplier's performance and track progress.
- Attendance at the meetings is mandatory for the Authority's Operational onsite contract monitoring representatives and the supplier. The Authority's commercial representatives attend as needed.
- During these meetings an issue log is maintained, and action points are generated as necessary.
- Regular updates and refreshments of points of contacts between the supplier and authority ensure effective communication, coordination and timely discussion of any staff changes or transitions within both organizations to maintain continuity.
- A monthly dashboard will be produced of Key Performance Indicators (KPIs) for review related to the contractor's performance and contract deliverables.
- Identify, assess, and mitigate any risks associated with service deliver or identified external factors.
- Incorporate feedback from customers or service users in relation to service delivery and improvement.
- Discuss imminent plans and change in requirements/outlook.

1.3 Quarterly commercial review meetings

- Quarterly commercial review meetings (QCRM) to establish if the
- contract is being performed to the correct standard as determined by the contract at that time (allows for contract changes).
- The Supplier will produce a performance report for each QCRM which covers operational performance, finance and contract performance and this will be circulated to attendees in advance of the meeting.
- The attendees will consist of the key Authority representatives and Supplier personnel.

OFFICIAL - SENSITIVE

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

- A formal agenda will be prepared by the Authority and agreed in advance of the QCRM. The typical discussion points for these meetings are set out below:
 1. Actions from previous meeting
 2. Review of QCRM Supplier's Report
 3. Commercial Matters:
 - Relationship Status
 - Finance
 - Contractual Efficiencies/Joint Initiatives
 - Escalations to Commercial Management Team
 4. Performance Evaluation:
 5. Review of change request and/or notices of change.
 6. Review of Joint Risk Register

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