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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):

"Performance Review Meeting"	the board established in accordance with Paragraph 4.1 of this Schedule; and
"Suppliers Contract Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule.

2. CONTRACT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Contract 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 1 (Performance Review Meetings) to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier shall confirm the identity of the Supplier's Contract Manager within 5 Working Days of signing the Call-Off Contract. The Supplier's Contract Manager shall have a minimum of two years' industry experience in a similar role.

3.2 The Supplier shall ensure that the Supplier's Contract Manager 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;

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 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 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.

4. ROLE OF THE PERFORMANCE REVIEW MEETING

4.1 The Performance Review meeting shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Performance Review Meeting members, frequency, location of meetings and the planned start date by which the Performance Review Meetings shall be established are set out in Annex 1 – Performance Review Meeting.

4.3 In the event that either Party wishes to replace any of its appointed Performance Review Meeting 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 Performance Review Meeting member shall have at all times a counterpart Supplier Performance Review Meeting member of equivalent seniority and expertise.

4.4 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.

4.5 The purpose of the Performance Review 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.

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5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 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.

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Annex 1: Performance Review Meetings

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

The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

Frequency	**Status**	**Format**	**Attendees**	**Information Required**
Monthly	Operational	Meeting or Microsoft Teams Meeting	To be agreed during implementation	Monthly Management Information Monthly Performance Report
Quarterly	Operational/Strategic	Meeting or Microsoft Teams Meeting	To be agreed during implementation	Quarterly Performance Report Continuous Improvement Plan
Annual	Strategic	Meeting or Microsoft Teams Meeting	To be agreed during implementation	Highlight Report-Dashboard End of Year Review & Forecast Report