

# 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):

<b>“Contract Management Board”</b>	the contract management board established in accordance with paragraph 4 of this Schedule;
<b>“Enrollment Anniversary”</b>	has the meaning given to it in paragraph 6.6 of this Schedule;
<b>“Kick Off Meeting”</b>	the meeting that the Parties shall attend in accordance with Annex 1 of this Schedule;
<b>"Operational Board"</b>	the operational board established in accordance with paragraph 4 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;
<b>“True-Up Support”</b>	has the meaning given to it in Annex 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 1 to this Schedule.
- 2.4 The Parties agree to produce and maintain the contract management documentation in accordance with the responsibility matrix set out in Annex 2 to this Schedule.

## 3. Key Personnel

- 3.1 The Supplier shall ensure that Supplier Staff fulfil the key roles as set out in Annex 3 to this Schedule (“**Key Roles**”) at all times during the Call-Off Contract Period. The Order Form lists out the names of the Key Personnel

who the Supplier shall appoint to fulfil those Key Roles at the Call-Off Start Date.

3.2 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Call-Off Contract be included on the list of Key Personnel.

#### **4. Role of the Supplier Contract Manager**

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

- 4.1.1 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;
- 4.1.2 able to delegate their 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;
- 4.1.3 able to cancel any delegation and recommence the position themselves; and
- 4.1.4 replaced only after the Buyer has received notification of the proposed change.

4.2 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.

4.3 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.

#### **5. Role of the Buyer Contract Manager**

- 5.1 The Buyer shall assign a Contract Manager for the Call-Off Contract.
- 5.2 The Buyer Contract Manager shall be the primary point of contact to receive communication from the Supplier and will also be the person primarily responsible for providing information to the Supplier.

#### **6. Role of the Operational Board and Contract Management Board**

6.1 The Supplier and the Buyer shall be represented on the Operational Board and the Contract Management Board to be established by the Buyer for the purposes of this Contract.

6.2 The Operational Board and Contract Management Board members, frequency and location of board meetings and planned start date by which the boards shall be established are set out in Annex 1.

- 6.3 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.
- 6.4 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 and/ or Contract Management Board (as applicable) 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.
- 6.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The purpose of the Contract Management Board meetings will be to review orders placed by the Supplier and service performance relating to the Licences. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.
- 6.6 The Supplier acknowledges and agrees that any annual order for Microsoft Products and Services must be received by Microsoft between 60 and 30 days prior to the Buyer's Enrollment anniversary date ("**Enrollment Anniversary**"). The Supplier shall schedule an additional Contract Management Board meeting to take place at least 60 calendar days prior to the Enrollment Anniversary.
- 6.7 As part of the True-Up Support provided by the Supplier, the Supplier shall schedule an additional Contract Management Board meeting to take place at least 45 calendar days (or such earlier date as specified by the Buyer) prior to the Buyer's shortfall order date (as detailed in the National Agreement and as specified by any other Technology Vendor).

## 7. Contract Risk Management

- 7.1 The Parties shall attend the Kick Off Meeting in accordance with the requirements detailed in Annex 1.
- 7.2 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 7.3 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 7.3.1 the identification and management of risks;
  - 7.3.2 the identification and management of issues; and
  - 7.3.3 monitoring and controlling project plans.

- 7.4 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 7.5 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.

## Annex 1: Contract Boards

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

Board	Required attendees	Location	Frequency	Start Date	Purpose of Board
Operational Board	Supplier Contract Manager  Buyer Contract Manager  Supplier Service Manager (as required)  Buyer Service Manager (as required)  Supplier Finance Manager  Buyer Finance Manager	To be confirmed by the Buyer ahead of each meeting. Meetings are likely to be remote, however the Supplier shall attend meetings at the Buyer's premises at the request at the Buyer.	Monthly, unless otherwise agreed between the Parties	Call-Off Contract Start Date	To discuss the following agenda items: <ul style="list-style-type: none"> <li>To review the Supplier's performance under this Contract.</li> <li>To manage risks and issues as required.</li> <li>To discuss innovation in accordance with the Supplier's obligations set out in paragraph 2(A) of Call-Off Schedule 20 (Specification).</li> </ul>
Kick Off Meeting	As above	As above	N/A	Within 4 weeks of the Call-Off Contract Start Date	To discuss the following agenda items: <ul style="list-style-type: none"> <li>To agree the Terms of Reference.</li> <li>To agree the Implementation Plan, as required by the Buyer.</li> <li>The Buyer's Licence requirements.</li> </ul>

					<ul style="list-style-type: none"> <li>Contract obligations tracker.</li> <li>Business Continuity and Disaster Recovery Plan</li> <li>To agree the Investment Fund template statement of work.</li> </ul>
Contract Management Board	Supplier Contract Manager  Buyer Contract Manager  Supplier Finance Manager  Buyer Finance Manager  Supplier licensing point of contact for the NHSmail Service Integrator	To be confirmed by the Buyer ahead of each meeting. Meetings are likely to be remote, however the Supplier shall attend meetings at the Buyer's premises at the request at the Buyer	Monthly, unless otherwise agreed between Parties.	Within 4 weeks of the Call-Off Contract Start Date	To discuss the following agenda items: <ul style="list-style-type: none"> <li>To review summary of orders placed and invoiced values (i) for the preceding period; and (ii) on a cumulative basis for the Contract Period (being the Licences Report detailed in Call-Off Schedule 20 (Specification).</li> <li>To review service performance reports of the Microsoft Products and Services purchased against Microsoft's published Online Services SLA.</li> <li>The Supplier shall provide the Buyer with advice on eligibility for</li> </ul>

					<p>service credits, in relation to service availability and performance against the Technology Vendor's licence terms.</p> <ul style="list-style-type: none"> <li>• The Supplier shall support the Buyer in pursuing any applicable service credits from the Technology Vendor(s).</li> <li>• The Supplier shall support the Buyer with annual true-up ordering and reconciliation, including in relation to any user variance reports received by the Buyer from Microsoft (<b>"True-Up Support"</b>).</li> <li>• The Investment Fund and the investment fund report.</li> </ul>
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## Annex 2: Contract Management Documentation

The Parties agree to comply with their respective responsibilities to produce and maintain the following documents at the frequency set out below:

Document	Responsibility	Frequency	First date document is to be shared	Purpose of Document
Implementation Plan	Supplier - to be agreed with the Buyer at the Kick Off Meeting, or at such later date as notified by the Buyer	N/A	Within 1 week of the Kick Off Meeting, or as otherwise notified by the Buyer during the Call-Off Contract Period.	<p>The purpose of the Implementation Plan will be to capture:</p> <ul style="list-style-type: none"><li>▪ Actions/ tasks to achieve service delivery.</li><li>▪ Supplier's resource requirements, roles and responsibilities.</li><li>▪ Contractual deliverables, obligations and milestones.</li></ul>
Exit Plan	Supplier	N/A	Delivered within 20 working days of the Start Date.	The Exit Plan must clearly set out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.



Business Continuity & Disaster Recovery Plan	Supplier. To be appended to Call Off Schedule 8 Business Continuity & Disaster Recovery Plan.	N/A	To be agreed with the Buyer at the Kick Off Meeting	To be performed by the Supplier if required at no additional cost to the Buyer.
Insurance	Supplier.	Upon the Start Date and within 15 Working Days after the renewal of each of the Insurances.	Upon the Start Date.	The Supplier shall provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of Joint Schedule 3 Insurance Requirements.
Terms of Reference for Operational Board and Contract Management Board	Supplier – to be agreed with the Buyer at the Kick Off Meeting	N/A	Within 1 week of the Kick Off Meeting	To capture the purpose, attendees, agenda, frequency of the meeting.
Contract obligation tracker	Buyer – to be agreed with the Supplier at the Kick Off Meeting	To be reviewed at regular Contract Management meetings.	Within 4 weeks of Contract Signature	To enable the regular tracking of deliverables and obligations. Action Tracker Template to be utilised as part of ongoing Contract Management.  This will include the following fields: Ref, Date, Agenda Item, Description, Action, Owner, Resolution / Update, Date Closed.
Statement of Work	Supplier - to be agreed with the Supplier at the Kick Off Meeting	N/A	Within 4 weeks of Contract Signature	To be used for Value-Added Services provided by the Supplier using the Investment Fund.

## Annex 3: Key Roles

The Supplier agrees to provide the following Key Roles pursuant to this Call-Off Contract for the Call-Off Contract Period:

Key Roles	Responsibilities	Duration
Supplier Contract Manager	<ul style="list-style-type: none"><li>• Ensuring the Supplier's compliance with the terms of the Call Off Contract</li><li>• Managing contract changes</li><li>• Managing disputes and any escalation processes in accordance with the provisions set out in Clause 34 of the Core Terms</li></ul>	Call-Off Contract Period
Supplier Finance Manager	<ul style="list-style-type: none"><li>• Finance and Invoice Tracking</li><li>• Budget review and adjustment</li></ul>	Call-Off Contract Period