

Order Schedule 15 (Order 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 2.1 of this Schedule;

"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 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 Annex A to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 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;

3.1.2 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 the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 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.

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3.3 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.

4. Role of the Operational Board

4.1 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.

4.2 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.

4.3 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.

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 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.

5. Contract Risk Management

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

5.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.

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.

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5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

6. ADDITIONAL TIME

6.1 The Supplier shall be entitled to additional time if and to the extent that Delivery is or will be delayed by:

6.1.1 a Variation (unless additional time has been agreed under Clause 24 of the Core Terms (Changing the contract));

6.1.2 an Authority Cause; or

6.1.3 a cause of delay giving the Supplier an entitlement to additional time under any other clause of the Contract.

6.2 If the Supplier considers itself to be entitled to additional time for Delivery, the Supplier shall give notice to the Buyer in accordance with Clauses 5.2 and 25 of the Core Terms. On receipt of such notice the Buyer shall give additional time to the Supplier by fixing such later date for Delivery as the Buyer estimates to be fair and reasonable.

When determining each entitlement to additional time under this Paragraph, the Buyer shall review previous determinations and may increase, but shall not decrease, the total additional time.

Annex A: Contract Boards

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

The Supplier shall be required to attend a quarterly meeting (either face to face or virtual) with the Business Contract Manager in the Home Office to discuss the service levels and provide formal feedback based on the following:

- **Delivery performance:** Report on what deliverables were achieved in the month; for any missed deliverables the reasons for the delay, the mitigation, and the revised target date.
- **Financial performance:** Spend to date including variance analysis and forecasting.
- **Risks and mitigation:** Identification of current and emerging risks, mitigation strategies in place, and escalation where required.
- **KPI and service level performance:** Performance against contractual KPIs and service levels.