**Framework Schedule 4 (Framework Management)**

Definitions

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

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| "Supplier Framework Manager" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| "Supplier Review Meetings" | 1. has the meaning given to it in Paragraph 3.10 of this Schedule. |

How UKEF and the Supplier will work together

The successful delivery of this Contract will rely on the ability of the Supplier and UKEF to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and UKEF.

This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

The Supplier will participate within the Framework Contract management process as set out in this Framework Schedule 4 at no cost.

Framework Management

Framework Management Structure

* 1. The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
  2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
  3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
  4. Following discussions between the Parties following the Framework Start Date, where requested by UKEF, the Supplier shall produce and issue to UKEF a draft supplier action plan (the "Supplier Action Plan"). UKEF shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
  5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by UKEF. Any changes to the Supplier Action Plan shall be notified by UKEF to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless UKEF otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of UKEF’s notification.
  6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
  7. The Supplier shall comply with all requests from UKEF in regard to compliance requirements as required including:
     1. D&B risk failure score monitoring;
     2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
     3. invoice payment performance; and
     4. verification of required accreditations & certifications.
  8. Suppliers should participate in further competitions when identified as part of the final bidder list.

Supplier Review Meetings

* 1. Regular performance review meetings will take place via a means/location determined by UKEF, throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as UKEF determine from time to time (which are anticipated to be once every six (6) Months). The Parties shall be flexible about the timings of these meetings.
  2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s progress against any agreed continuous improvement Deliverables under a Call-Off Contract and the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by UKEF and sent to the Supplier in advance.
  3. Following the relevant Supplier Review Meeting, the Supplier must immediately provide UKEF with a written report where service and/or performance falls below the required level. The report shall detail the remediation measures that have been put in place to prevent a re- occurrence of such service and/or performance failure.
  4. The Supplier Review Meetings shall be attended, as a minimum, by UKEF Representative(s) and the Supplier Framework Manager.

How the Supplier’s Performance will be measured

The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| **1. Scored Information** | | |
|  | | |
| 1.1 Error free "sending" of Management Information (MI) return by the date / time required every six months. | 100% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse system or by the time and date of email(s), as the case may be). |
| 1.2 All undisputed invoices in the case of UKEF Account Work to be paid within 30 calendar days of issue. | 100% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s management accounting system or by the time and date of email(s), as the case may be). |
| 1.3 Confirmation that Supplier Fees are below the Framework Maximum Prices. | 100% | Confirmation provided with each UKEF Account Work invoice. |
| 1.4 Actions identified in an Audit report  to be delivered by the dates set out in the  Audit report | 100% | Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report. |
| 1.5 Suppliers’ Quality of Legal Advice | /100 (multiples of 20) | Provision of advice as part of the Call-Off, including (but not limited to) the following:   * Adequate provision of comments on draft documentation; * Highlighting key legal risks and issues as part of delivery of advice;   Proposing solutions to manage/mitigate legal risks |
| 1.6 Suppliers’ availability and responsiveness | /100 (multiples of 20) – in line with framework evaluation scores | Management of staff who provide advice as part of Call-Offs, including (but not limited to) the following:   * Correct staffing levels to ensure adequate capacity on all call-offs; * Appropriate mix of senior and junior lawyers; * Inclusion of subject matter experts on call-offs involving any given mandatory specialism(s) or practice area; * Successful coordination of the closing process resulting in timely organisation & completion of the transaction(s). |
| **2. Information for discussion at framework management meetings** | | |
| 2.1 The Suppliers level of participation in (Further) Competition invitations, completion of Request for Quotes (RfQs) and acceptance of Direct Awards within the Panel. (requirement on Supplier to inform UKEF if / when Supplier declines to participate in further competition action, fails to complete an RfQ, or declines a Direct Award). | N/A | How many times have you declined to participate in further competition activities and / or Declined a Direct Award and / or failed to complete a RfQ event within the last quarter (Q No. and Year) , for any reasons other than a reason set out in paragraph 5.1 of Framework Schedule 7 (Call- Off Award Procedure). |
| 2.2 Suppliers' incidence of exceeding fee estimates | N/A | How many times have you exceeded either the estimate or the agreed cost price of a Call- Off Contract awarded in the last quarter. |
| 2.3 Suppliers' Accuracy of Billing / Invoicing | N/A | How many times have you had to amend an UKEF Account Work invoice in relation to any Call-Off Contract under the Framework Contract, in response to a customer query or challenge, in the last quarter. |
| 2.4 Suppliers' Value for Money (Savings) | N/A | Reduction (saving) on Suppliers standard (rate card) rates on every Call-Off Contract procured within the reporting period under Further Competition Procedure. |
| 2.5 Provision of "Value Added" Services - Training | N/A | How many free of charge training events have you provided, where requested to do so by UKEF |
| 2.6 Provision of "Value Added" Services - Regular Newsletters, On-Line Alerts, Optional Value Adds | N/A | How many "value added services", whether secondments or free of charge including newsletters, on-line alerts etc., have you provided openly and / or where requested to do so by UKEF |
| 2.7 Provision and maintenance of Suppliers Prospectus. | N/A | whether your Prospectus received adequate attention / maintenance / update within the reporting period in order to provide UKEF with an up to date and "informed" view of your present ability to receive an Order. |

The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.

UKEF reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between UKEF and the Supplier in accordance with the Variation Procedure.

UKEF reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

* 1. The Supplier shall cooperate in good faith with UKEF to develop efficiency tracking performance measures for this Contract (if required).
  2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between UKEF and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.

The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

What to do if UKEF and the Supplier can’t agree about the performance

In the event that UKEF and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to UKEF Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

In cases where UKEF Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

1. Marketing

The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to UKEF publications

The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in UKEF marketing materials when required by UKEF from time to time.

Such information shall be provided in such form and at such time as UKEF may request.

Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What the Supplier can say in its own publications

All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with UKEF branding guidance which the Supplier may request from UKEF from time to time.

The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

The Supplier shall obtain -approval from UKEF prior to publishing any content in relation to a Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, UKEF may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.