

Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Contract Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;
"Operational Board"	the board(s) established in accordance with Paragraph 4.1 of this Schedule;

2. Order 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 to this Schedule.
- 2.4 From one (1) week following the Start Date, the Contract Manager for each of the Parties will hold a regular telephone meeting at a frequency based on what is operationally needed, but that is not less frequent than once a week, until expiry of the Order Contract.

3. Role of the Supplier's 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 their 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 themselves; 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.
- 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 Boards

- 4.1 The Operational Boards 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 Annex to this Schedule.
- 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 their place (wherever possible) and that the delegate is properly briefed and prepared and that they are 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. Meetings of the Operational Board shall be quorate as long as at least two representatives from each Party are present.
- 4.6 A chairperson shall be appointed by the Buyer for each Operational Board as identified in Annex A to the Schedule. The chairperson shall be responsible for:
 - 4.6.1 scheduling Operational Board meetings;
 - 4.6.2 setting the agenda for Operational Board meetings and circulating to all attendees in advance of such meeting;
 - 4.6.3 chairing the Board meetings;
 - 4.6.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Operational Board meetings;
 - 4.6.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Operational Board meeting participants within seven (7) Working Days after the Operational Board meeting; and
 - 4.6.6 facilitating the process or procedure by which any decision agreed at any Operational Board meeting is given effect in the appropriate manner.

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.

- 5.3 The Supplier allows the Buyer to inspect at any time within Normal 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 Order Contract which the Buyer and the Supplier have identified.

6. Early Warning Notices

- 6.1 Either Party may give an early warning by notifying the other (an “**Early Warning Notice**”) as soon as possible after either becomes aware of any matter which could:
 - 6.1.1 increase or reduce the Charges;
 - 6.1.2 adversely affect implementation and/or the performance of the Services;
 - 6.1.3 impair each Party’s ability to operate in a manner consistent with the principles of collaborative working;
 - 6.1.4 impair the Buyer’s ability to use the Supplier Solution or otherwise adversely affect the Buyer’s business operations; or
 - 6.1.5 lead to an actual or likely Supplier Non-Performance.
- 6.2 If either Party considers that a matter notified is sufficiently important to require an early warning meeting, the Party may instruct the other to attend such a meeting.
- 6.3 At an early warning meeting those who attend will cooperate in:
 - 6.3.1 making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced;
 - 6.3.2 seeking solutions that will bring advantage to all those who will be affected; and
 - 6.3.3 deciding upon actions which they will take and who, in accordance with this Order Contract, will take them.
- 6.4 The Supplier’s Contract Manager will record the proposals considered and decisions taken at an early warning meeting and will give a copy of their record to the Buyer’s Contract Manager.

Annex: Operational Boards

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

Programme Board

Buyer members of Programme Board	<ul style="list-style-type: none">• Senior Responsible Owner (SRO)• Project manager (senior supplier)• Rural Payments Agency service owner (senior user)• Contract Manager (senior user)• Senior commercial manager (senior supplier)• Senior architect (senior supplier)
Supplier members of Programme Board	<ul style="list-style-type: none">• Project manager• Contract Manager (chairperson)• 2 other attendees if/when required
Start date for Programme Board meetings	From the Start Date until Achievement of the ELS Complete Milestone.
Frequency of Programme Board meetings	Monthly with a typical duration of 2 hours.
Location of Programme Board meetings	Held remotely or in London as agreed by the Buyer.
Purpose of the Programme Board	<p>The Programme Board shall:</p> <ul style="list-style-type: none">• monitor the Supplier's performance against the Implementation Plan;• approve material amendments to the Implementation Plan;• identify and manage risks and issues relating to the Implementation Phase;• monitor the payment of Charges to the Supplier; and• approve communications to Users.

Service Management Board

Buyer Members of Service Management Board	<ul style="list-style-type: none">• Rural Payments Agency service owner (senior user)• Contract Manager (senior user)• Senior commercial manager (senior supplier)
Supplier Members of	<ul style="list-style-type: none">• Contract Manager (chairperson)

Service Management Board	<ul style="list-style-type: none"> • 2 other attendees if/when required
Start Date for Service Management Board meetings	One (1) month following Achievement of the MVP Deployed Milestone.
Frequency of Service Management Board meetings	Monthly with a typical duration of for 2 hours.
Location of Service Management Board meetings	Held remotely or in London as agreed by the Buyer.
Purpose of the Service Management Board	<p>The Service Management Board shall be responsible for the executive management of the Services and shall:</p> <ul style="list-style-type: none"> • be accountable for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties; • receive reports from the Contract Managers on matters such as issues relating to delivery of existing Services and performance against Service Levels; • provide oversight of the technology used in delivery of the Services and ensuring that technological choices are made to maximise long term value; • assess the impact and approve or reject all Variations; • provide a prioritisation for each item in the Product Backlog; • provide oversight of and direction with regard any proposed changes or absence of Key Staff or changes to Key Subcontractors; • provide oversight of and direction to the Rectification Plan Process; and • administrate the addition of any new Service Recipients. <p>Additionally, the Service Management Board shall serve as a forum to discuss other obligations in this Contract, including (but not limited to):</p> <ul style="list-style-type: none"> • monitoring the Supplier's progress against the Product Backlog on a monthly basis (as required by Order Schedule 20 (Specification)); • reviewing the Performance Monitoring Reports on a monthly basis (as required by Order Schedule 14 (Service Levels) Part B); • reviewing the Transparency Reports on a quarterly basis (as required by Order Schedule 1 (Transparency Reports));

	<ul style="list-style-type: none"> • reviewing the Continuous Improvement Plan on a bi-annual basis (as required by Order Schedule 3 (Continuous Improvement)); • reviewing the Supplier's performance against Social Value commitments on a bi-annual basis; • reviewing the output of any testing of the BCDR Plan on an annual basis (as required by Order Schedule 8 (Business Continuity and Disaster Recovery) Paragraph 7); • reviewing the updated Security Management Plan on an annual basis (as required by Order Schedule 9 (Security)); • reviewing the updated Exit Plan on an annual basis (as required by Schedule 30 (Exit Management) Paragraph 4).
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