# Call-Off Schedule 15 (Call-Off Contract Management)

## DEFINITIONS

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

|  |  |
| --- | --- |
| **“Board Member”** | the initial persons appointed by the Buyer and the Supplier to the Boards as set out in Annex [1](#bookmark13) of this Schedule and any replacements from time to time agreed by the Parties in accordance with Paragraph [6.3](#bookmark3) of this Schedule |
| **“Boards”** | the Single Supplier Boards and the Multi-Supplier Boards and Board shall mean any of them; |
| **“Joint Collaboration Board"** | the body described in Paragraph [12](#bookmark10) of this Schedule; |
| **“Joint Strategic Partnership Board"** | the body described in Paragraph [13](#bookmark11) of this Schedule; |
| **"Multi-Supplier Boards”** | means the Joint Strategic Partnership Board and Joint Collaboration Board, and Multi-Supplier Board shall mean either of them; |
| **“Service Management Board”** | the body described in Paragraph [8](#bookmark6) of this Schedule; |
| **“Single Supplier Boards”** | means the Supplier Management Board, the Service Management Board, the Technical Design Authority and the Transition Management Board, and “Single Supplier Board” shall mean any of them; |
| **“Supplier****Management Board”** | means the Board described at Paragraph [7](#bookmark5) of thisSchedule; |
| **“Technical Design****Authority”** | the body described in Paragraph [9](#bookmark7) of this Schedule; |
| **“Technology Governance Board”** | means the escalation Board for disputes arising from the Technical Design Authority as described in Paragraph [10](#bookmark8); and |
| **“Transiation****Management Board”** | means the Board for transition as described in Paragraph [11](#bookmark9). |

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## PROJECT MANAGEMENT

* 1. 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. The Parties agree to operate the Boards.

## ROLE OF THE SUPPLIER CONTRACT MANAGER

* 1. The Supplier's Contract Manager shall:
		1. be 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;
		2. manage the the Services on a day-to-day basis; and
		3. be designated as a member of the Key Staff.
	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. 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.

## CONTRACT RISK MANAGEMENT

* 1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
	2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
		1. the identification and management of risks;
		2. the identification and management of issues; and
		3. monitoring and controlling project plans.
	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.
	4. The Supplier shall document and update the risks and issues identified under the processes set out in Paragraphs [4.1](#bookmark0) and [4.2](#bookmark1) in a risk register (the "**Operational Risk Register**"). The Supplier shall keep the Operational Risk Register up to date and shall submit it for review to the appropriate Board(s). The Operational Risk Register shall be updated by the Supplier and submitted for review to the appropriate Boards.
	5. When documenting risks in the Operational Risk Register, the Supplier shall include the financial impact (if any) associated with such risks as applicable

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## MANAGEMENT OF THE SERVICES

* 1. This Schedule details the governance arrangements applicable to the Call- Off Contract.
	2. The Supplier shall ensure that appropriately senior, authorised, qualified and experienced Supplier Staff attend the Single Supplier Boards in accordance with the frequency set out Annex [1](#bookmark13) and the Multi-Supplier Boards.
	3. This Schedule sets out the process for how matters are proposed, discussed, and agreed at the Boards by seeking to ensure that the Supplier has clear management responsibilities in respect of the effective delivery of the Services, and that the Parties have a clear understanding on how matters that remain unresolved at a particular governance forum can be escalated. The Supplier Management Board sets out the Parties management responsibilities.

## BOARDS

* 1. The Boards shall be established by the Buyer for the purposes of this Call- Off Contract on which both the Supplier and the Buyer shall be represented.
	2. In relation to each Board, the:
		1. Buyer Board Members;
		2. Supplier Board Members;
		3. frequency that the Board shall meet (unless otherwise agreed between the Parties);
		4. location of the Board's meetings;
		5. planned start date by which the Board shall be established; and
		6. Other Supplier Board Members (if required),

shall be as set out in Annex [1](#bookmark13) to this Schedule (in the case of Single Supplier Boards).

* 1. In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.
	2. The Boards are to take place on time with meetings conducted using an agreed medium that is sensible for effective operation for example face to face, video conference or teleconference.
	3. The agenda for a Board meeting shall be distributed to all respective Buyer and Supplier attendees and optional attendees at least three (3) Working

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Days in advance of each meeting by the Buyer. If any other Core Defra Group Supplier is required to attend the Board, the Buyer shall procure that the other Core Defra Group Supplier shall provide agenda items and supporting material at least five (5) Working Days in advance of the relevant Board.

* 1. Agenda items or issues that cannot be concluded, resolved or exceed the decision making responsibilities of the relevant Single Supplier Board shall be escalated to the Joint Collaboration Board.
	2. The Multi-Supplier Boards are mutli-supplier boards designed to support the end to end delivery of the Services. All other Boards relating to this Call-Off Contract specifically are bilateral boards between the Supplier and the Buyer (subject to the ad-hoc attendance of Other Suppliers described in Paragraph [6.12](#bookmark4)).
	3. 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:
		1. a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
		2. that he/she is debriefed by such delegate after the Board Meeting.
	4. A chairperson shall be appointed by the Buyer for each Board as identified in Annex [1](#bookmark13) to this Schedule. The chairperson shall be responsible for:
		1. scheduling Board meetings;
		2. setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
		3. chairing the Board meetings;
		4. monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
		5. ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
		6. facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
	5. Board meetings shall be quorate as long as at least two (2) representatives from each Party are present.
	6. The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that

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Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

* 1. The Parties acknowledge and agree that it may be appropriate for the Other Suppliers, and any Core Defra Group Suppliers, to attend certain of the Boards and, where relevant, the Buyer shall, where practicable, procure the attendance of such third parties.

## ROLE OF THE SUPPLIER MANAGEMENT BOARD

* 1. The Supplier Management Board shall be responsible for managing the operation and performance of this Call-Off Contract and shall:
		1. manage the relationship between the Supplier (including, where applicable, third parties and Key Sub-contractors) and the Buyer;
		2. consider and resolve commercial and financial issues between the Supplier and the Buyer;
		3. consider all proposed Variations and Project Changes;
		4. discuss costs and commercial opportunities associated with service delivery identified under Call-Off Schedule 3 (Continuous Improvement) and explore ways of reducing those costs and acting on those commercial opportunities;
		5. review commercial and financial risks and issues and the appropriate risk and issues registers;
		6. seek guidance from, provide recommendations to, and escalate issues to the updated Joint Collaboration Board as required; and
		7. review all financial reports as requested under Call-Off Schedule 5 (Pricing Details). The timing for the delivery of each financial report varies, therefore it is not expected that all financial reports will be reviewed simultaneously at each Supplier Management Board.

## ROLE OF THE SERVICE MANAGEMENT BOARD

* 1. The Service Management Board shall be responsible for the management of the operational delivery of the technical aspects of the Services within the bounds of the Call-Off Contract and shall:
		1. consider issues relating to the operational aspects of the Services including reviewing service performance reports in accordance with the Service Measurement and Reporting Policy and Service Measurement and Reporting Process;
		2. confirming the submission of reports required by Call-Off Schedule

14 (Service Levels) and agreeing service performance reports, performance indicator attainment and service credit volumes;

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* + 1. at least annually, review the accuracy and completeness of the Registers provided pursuant to Call-Off Schedule 10 (Exit Management);
		2. review operational delivery risks and issues and update the appropriate risks and issues registers;
		3. identify areas for improvements to Services;
		4. provide recommendations for projects or investments where applicable; and
		5. seek guidance from, provide recommendations to, and escalate issues to the Joint Collaboration Board as required.

## ROLE OF THE TECHNICAL DESIGN AUTHORITY

* 1. The Technical Design Authority shall:
		1. set the direction and assure compliance with the Standards and policies (including security) on technology use and adoption;
		2. commission proposals on patterns and technology adoptions and produce and align technology patterns and roadmaps;
		3. consider proposed new technologies, standards and policies and recommend their adoption (where appropriate);
		4. consider issues with technology delivery and systems integration;
		5. consider service design challenges;
		6. update architecture reference models (where relevant);
		7. review architecture risks and issues and update the appropriate risks and issues registers; and
		8. seek guidance from, provide recommendations to, and escalate issues to the Technology Governance Board as required.

## ROLE OF THE TECHNOLOGY GOVERNANCE BOARD

* 1. The Technology Governance Board shall:
		1. act as a point of escalation for the Technical Design Authority;
		2. seek guidance from, provide recommendations to, and escalate issues to the Joint Strategic Partnership Board as required.

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## ROLE OF THE TRANSITION MANAGEMENT BOARD

* 1. The Transition Management Board, which shall operate from the Call-Off Start Date until such time as the final Milestone has been Achieved, shall:
		1. steer the overall transition portfolio (including staff transfer) taking into consideration business needs;
		2. monitor the Supplier’s performance against the Implementation Plan;
		3. ensure alignment of Core Defra Group Supplier transition and implementation plans, incumbent supplier exit plans, and in-flight projects list to ensure that points of integration and dependencies are understood and managed;
		4. review transition risk and issues and updated the appropriate risks and issues registers; and
		5. seek guidance from, provide recommendations to, and escalate issues to the Supplier Management Board as required.

## JOINT COLLABORATION BOARD

* 1. The Joint Collaboration Board shall:
		1. act as a point of escalation for the Boards;
		2. provide review and approval, where possible, of the short-term and long-term plans and activities in regard to the delivery of the Services;
		3. review the Suppliers’ performance against HM Government’s Supplier Code of Conduct (as linked below) that set out the standards and behaviours expected of suppliers who work with government

*(https://assets.publishing.service.gov.uk/government/uploads/sy stem/uploads/attachment\_data/file/779660/20190220- Supplier\_Code\_of\_Conduct.pdf)*;

* + 1. assure that the end to end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Buyer;
		2. resolve key service delivery issues and Disputes;
		3. manage interfaces and integration to achieve a seamless end to end service;

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* + 1. provide opportunity to inject coherence and resilience into deliverables;
		2. work collaboratively to overcome problems, provide solutions and leading edge expertise;
		3. drive Core Defra Group Suppliers forward to deliver to scope, quality, schedule and cost;
		4. oversee the approval and delivery of Projects involving more than one Core Defra Group Supplier; and
		5. seek guidance from, provide recommendations to, and escalate issues to the Joint Strategic Partnership Board as required.

## JOINT STRATEGIC PARTNERSHIP BOARD

* 1. The Joint Strategic Partnership Board shall:
		1. act as a point of escalation from the Joint Collaboration Board and for issues from service delivery and financial performance perspectives and any staff matters that arise;
		2. manage the strategic relationship between all Other Suppliers at a senior level;
		3. evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Buyer and the Suppliers; and
		4. address the alignment of the Buyer’s ICT strategy and the leverage of ICT to deliver additional value to the Buyer’s business activities.

## ANNUAL REVIEW

* 1. An annual review meeting shall be held throughout the Call-Off Contract Period on a date to be agreed between the Parties.
	2. The meetings shall be attended by the Supplier's Contract Manager and in addition at least one senior supplier management person, and the Buyer's Authorised Represtative or such person who manages the Contract on behalf of the Buyer and in addition at least one further senior colleague from the Buyer.

## OTHER MEETINGS

* 1. The Boards described in Paragraphs [6](#bookmark2) to [14](#bookmark12) have the purpose of directly supporting the governance structure of this Call-Off Contract. In addition to these Boards, other meetings or calls (if applicable) shall be held as part of the Supplier performance management and governance approach. The precise number and scope of these meetings shall be agreed between the Parties.

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# ANNEX 1: CONTRACT BOARDS

### Supplier Management Board Representation and Structure

|  |  |
| --- | --- |
| Buyer Board Members of Supplier Management Board | ***[REDACTED]*** |
| Supplier Board Members of Supplier Management Board | ***[REDACTED]*** |
| Start date for Supplier Management Board meetings | ***[REDACTED]*** |
| Frequency of Supplier Management Board meetings | ***[REDACTED]*** |
| Location of Supplier Management Board meetings | ***[REDACTED]*** |

**Service Management Board Representation and Structure**

|  |  |
| --- | --- |
| Buyer Members of Service Management Board | ***[REDACTED]*** |
| Supplier Members of Service Management Board | ***[REDACTED]*** |
| Start date for Service Management Board meetings | ***[REDACTED]*** |

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|  |  |
| --- | --- |
| Frequency of Service Management Board meetings | ***[REDACTED]*** |
| Location of Service Management Board meetings | ***[REDACTED]*** |

### Technical Design Authority Representation and Structure

|  |  |
| --- | --- |
| Buyer Board Members of Technical Design Authority | ***[REDACTED]*** |
| Supplier Board Members of Technical Design Authority | ***[REDACTED]*** |
| Start date for Technical Design Authority meetings | ***[REDACTED]*** |
| Frequency of Technical Design Authority meetings | ***[REDACTED]*** |
| Location of Technical Design Authority meetings | ***[REDACTED]*** |

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### Technology Governance Board Representation and Structure

|  |  |
| --- | --- |
| Buyer Board Members of **Technology Governance Board** | ***[REDACTED]*** |
| Supplier Board Members of**Technology Governance Board** | ***[REDACTED]*** |
| Start date for **Technology Governance Board**meetings | ***[REDACTED]*** |
| Frequency of **Technology Governance Board**meetings | ***[REDACTED]*** |
| Location of **Technology Governance Board**meetings | ***[REDACTED]*** |

**Transition Management Board Representation and Structure**

|  |  |
| --- | --- |
| Buyer Board Members for Transition Management Board | ***[REDACTED]*** |
| Supplier Board Members for Transition Management Board | ***[REDACTED]*** |
| Other attendees | ***[REDACTED]*** |

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|  |  |
| --- | --- |
|  | ***[REDACTED]*** |
| Start date for Transition Management Board meetings | ***[REDACTED]*** |
| Frequency of Transition Management Board meetings | ***[REDACTED]*** |
| Location of Transition Management Board meetings | ***[REDACTED]*** |

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# ANNEX 2: JOINT COLLABORATION BOARD

1 The Joint Collaboration Board representation and structure shall be as set out below:

|  |  |
| --- | --- |
| Authority Members of Joint Collaboration Board | ***[REDACTED]*** |
| Supplier Members of Joint CollaborationBoard | ***[REDACTED]*** |
| Start Date for Joint Collaboration Board meetings | ***[REDACTED]*** |
| Frequency of Joint Collaboration Board meetings | ***[REDACTED]*** |
| Location of Joint Collaboration Board meetings | ***[REDACTED]*** |

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# ANNEX 3: JOINT STRATEGIC PARTNERSHIP BOARD

1 The Joint Strategic Partnership Board representation and structure shall be as set out below:

|  |  |
| --- | --- |
| Authority Members of Joint Strategic Partnership Board | ***[REDACTED]*** |
| Supplier Members of Joint Strategic Partnership Board | ***[REDACTED]*** |
| Start Date for Joint Strategic Partnership Board meetings | ***[REDACTED]*** |
| Frequency of Joint Strategic Partnership Board meetings | ***[REDACTED]*** |
| Location of Joint Strategic Partnership Board meetings | ***[REDACTED]*** |

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