

## 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):

<b>"Contract Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;
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### 2. Managing the contract

- 2.1. The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Goods or Services shall be managed day-to-day.
- 2.2. The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Goods or Services. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Goods or Services.
- 2.3. During the Contract Period, the Agency will:
- 2.3.1. keep the Client fully informed as to the progress and status of all Goods or Services, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and
  - 2.3.2. promptly inform the Client of any actual or anticipated problems relating to provision of the Goods or Services. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.
- 2.4. During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Goods or Services and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.
- 2.5. Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

### **3. 3. Approvals and Authority**

- 3.1. For the purposes of this Order Schedule 15, any reference to Client Approval means written approval in one of the following ways:
  - 3.1.1. the Client issuing a purchase order bearing the signature of an Authorised Client Approver;
  - 3.1.2. email from the individual business email address of an Authorised Client Approver; or
  - 3.1.3. the signature of an Authorised Client Approver on the Agency's documentation.
- 3.2. The Agency will seek the Client's prior Approval of:
  - 3.2.1. any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and
  - 3.2.2. any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.
- 3.3. The Agency will seek the Client's prior Approval of any draft Goods or Services. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Goods or Services.
- 3.4. If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 3.5. If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

### **4. Monitoring Campaign Performance**

- 4.1. The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.
- 4.2. The Agency will fully comply with all remote access requests.
- 4.3. The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

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- 4.4. The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

**5. Contract Risk Management**

- 5.1. Both Parties will proactively manage risks attributed to them under the terms of this Contract.
- 5.2. The Agency will develop, operate, maintain and amend, as agreed with the Client, 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.

**6. International Work**

- 6.1. The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

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**Annex: Contract Boards**

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

We anticipate that there will be regular status calls/meetings covering day-to-day campaign management, with relevant HMRC, 23Red and other agency personnel in attendance.

We would also expect that there will be contract delivery meetings – with the purpose reviewing performance, praising successes, raising concerns and identifying any upcoming work or opportunities. It is likely that the status calls would be weekly or bi-weekly and the contract delivery meetings taking place each quarter – however this will be based on need at any given time and discussed and agreed between the buyer and supplier contract leads.

We will also need to agree an escalation process for issues that arise outside of regular meetings.