

Collaborative Buyer/Supplier Events

- 3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in Framework business with the Buyer.
- 3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.
- 3.42 The purpose of such events will typically be to:
 - 3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;
 - 3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;
 - 3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;
 - 3.42.4 share emerging technologies coming out of Supplier activities;
 - 3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;
 - 3.42.6 agree proposals for possible changes to be considered by CCS;
 - 3.42.7 discuss opportunities to improve the operation of the overall Framework Contract;
 - 3.42.8 discuss proposed updates to the Framework Contract; and
 - 3.42.9 any other activity which may be proposed by the Buyer.

4. KEY MECHANISMS

- 4.1 Product **Backlog** (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:
 - 4.1.1 Typical information to be held in the Backlog may be found in Annex 4;
 - 4.1.2 The Backlog should be considered to be the operational equivalent of a change control log capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;
 - 4.1.3 The Backlog evidences value delivered; and
 - 4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level Milestones/timescales.
- 4.2 **Variation and Change Management**
 - 4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed

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within the Call-Off Contract. As such extended Buyer governance is not anticipated.

4.2.2 The term "Variation", in this context, is used to describe changes to overall contract value, overall contract milestones and/or term and where overall scope requires to change and such Variations shall follow the procedure set out at Clause 24.

4.2.3 The Supplier is required to maintain copies of all Variation and SOW Variation documentation.

4.3 **Balanced Scorecard**

4.3.1 Where the Buyer determines, the Supplier shall work with the Buyer to develop the detail of a Balanced Scorecard.

4.3.2 The Buyer shall give notice to the Supplier as to when the Balanced Scorecard shall become effective.

4.3.3 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any later replacement) shall apply.

4.3.4 The Parties shall refer to the Balanced Scorecard Paper, Annex A: Diagram and Annex B: Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.

4.3.5 The Buyer may elect to apply a Balanced Scorecard either per Call-Off Contract or at Supplier level.

4.3.6 The frequency of update to the Balanced Scorecard shall be determined by the Buyer (but will generally align with Commercial Planning/Review Events at Call-Off level and/or Buyer SM Events at Supplier level).

4.3.7 An example of a Balanced Scorecard may be found in Annex 5.

5. **RISK MANAGEMENT**

5.1 Reference is made to the HM Treasury Green Book supplementary guidance on risk (<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).

5.2 In particular, the principles and concepts contained in the Orange Book shall underpin the risk management practices implemented under this Schedule.

5.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.4 The Buyer will aim to ensure that the placement of risk is appropriate (i.e. risk is placed where it can be influenced).

5.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.5.1 the identification and management of risks;

5.5.2 the identification and management of issues; and

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- 5.5.3 monitoring and controlling project plans.
- 5.6 The Supplier shall allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.
- 5.7 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.
- 5.8 The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as follows:
 - 5.8.1 the Buyer may choose to use credit rating checks (such as those offered by Experian and Dun & Bradstreet) to monitor the financial health of the Supplier;
 - 5.8.2 should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;
 - 5.8.3 on request by the Buyer, the Supplier shall provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and
 - 5.8.4 the Supplier shall take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier shall notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6. KEY ROLES

- 6.1 Key Roles and Key Staff are identified and named in each SOW.
- 6.2 The Supplier and the Buyer shall each nominate an Operational Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Deliverables shall be managed day-to-day.
- 6.3 The Supplier and the Buyer shall each nominate a Call-Off Contract Manager for the purposes of this Call-Off Contract through whom commercial matters may be escalated as and when needed and at a regular frequency as determined by the Parties.
- 6.4 The Parties shall ensure that appropriate resource is made available on a regular basis such that the contract management aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

Operational Contract Managers

- 6.5 Operational contract management shall cover matters including:
 - 6.5.1 developing technical scope for individual SOWs;
 - 6.5.2 ongoing joint management of Backlog item lists;
 - 6.5.3 resource monitoring; and
 - 6.5.4 progress against Deliverables and reporting and receipting of the same.
- 6.6 The Supplier's Operational Contract Manager shall be:

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- 6.6.1 the primary point of contact to receive operational communications from the Buyer and will also be the person primarily responsible for providing operational information to the Buyer;
 - 6.6.2 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 delegated person's responsibility to fulfil the Operational Contract Manager's responsibilities and obligations;
 - 6.6.3 able to cancel any delegation and recommence the position himself; and
 - 6.6.4 replaced only after the Buyer has received notification of the proposed change.
- 6.7 The Buyer's Operational Contract Manager is the Buyer side of the Operational Contract Management relationship, providing operational communications to the Supplier, acknowledging receipt of Deliverables, and having equivalent obligations with respect to delegation and notification of any changes.
- 6.8 The Buyer may provide revised instructions to the Supplier's Operational Contract Manager in regards to the operation of the Call-Off Contract and it will be the Supplier's Operational Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.9 Receipt of communication from the Supplier's Operational Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Call-Off Contract Managers

- 6.10 Commercial Contract Management shall cover matters including:
 - 6.10.1 development of commercial scope for individual SOWs;
 - 6.10.2 ensuring compliance with Call-Off Contract terms;
 - 6.10.3 oversight of commercial performance of the Call-Off Contract; and
 - 6.10.4 resolution of commercial issues, including any need for contractual dispute resolution or escalation.
- 6.11 The Supplier's Call-Off Contract Manager shall be:
 - 6.11.1 the primary point of contact to receive commercial communications from the Buyer and will also be the person primarily responsible for providing commercial information to the Buyer;
 - 6.11.2 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 delegated person's responsibility to fulfil the Call-Off Contract Manager's responsibilities and obligations;
 - 6.11.3 able to cancel any delegation and recommence the position himself; and
 - 6.11.4 replaced only after the Buyer has received notification of the proposed change.

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- 6.12 The Buyer's Call-Off Contract Manager is the Buyer side of the Commercial Contract Management relationship, providing commercial communications to the Supplier and having equivalent obligations with respect to delegation and notification of any changes.
- 6.13 The Buyer may provide revised instructions to the Supplier's Call-Off Contract Manager in regards to the commercial aspects of the Call-Off Contract and it will be the Supplier's Call-Off Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.14 Receipt of communication from the Supplier's Call-Off Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Supplier Manager and Account/Buyer Manager

- 6.15 The Buyer side Supplier Manager, if named by the Buyer, is the individual with oversight of the Supplier as a whole and shall be the prime contact for the Supplier's Account/Buyer Manager.
- 6.16 Buyer matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier Manager.
- 6.17 The role shall delegate to the Buyer's Call-Off Contract Manager if not named.
- 6.18 The Supplier side Account/Buyer Manager, if named by the Supplier, is the individual with the relationship with the Buyer as a whole and shall be the prime contact for the Buyer's Supplier Manager.
- 6.19 Supplier matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier's Account/Buyer Manager.
- 6.20 The role shall delegate to the Supplier's Call-Off Contract Manager if not named.

Contract Boards

- 6.21 One or more Contract Boards may, at the Buyer's sole option be established for the purposes of this Call-Off Contract. At minimum the Supplier and the Buyer shall be represented on the board.
- 6.22 Where required, the board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex 6.
- 6.23 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.
- 6.24 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.

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- 6.25 The purpose of the board meetings will generally be to review the performance of the Call-Off Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Executive Sponsors

- 6.26 Each party may elect to nominate an Executive Sponsor for the purposes of ensuring corporate alignment with the overall Buyer/Supplier relationship as well as acting as a point of escalation to assist in removing potential corporate blockers.

7. KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Annexes to this Schedule. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.
- 7.2 The Supplier shall, within 30 days of the earliest of:
- 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
 - 7.2.2 receipt of a Termination Notice;
 - 7.2.3 notification by the Buyer of an actual or intended Service Transfer; or
 - 7.2.4 a written request by the Buyer,
- provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

8. INVOICING AND PAYMENT

- 8.1 The frequency of invoicing shall be on a Monthly basis, unless agreed by the Buyer, in writing, as otherwise.
- 8.2 Invoices for the preceding Month shall be submitted within 10 Working Days of the end of the Month unless agreed, in writing, by the Buyer as otherwise.
- 8.3 Separate invoices shall be provided for each SOW, clearly identifying the Call-Off Contract and SOW which the invoice relates to.
- 8.4 The information to be provided by the Supplier with each Invoice shall be that identified in Annex 7.
- 8.5 In order to facilitate prompt payment of invoices, the Supplier shall coordinate with the Buyer to ensure acceptance of Deliverables completed.
- 8.6 The Buyer shall notify the Supplier of any incorrect Invoice submissions within 5 Working Days of receipt. Incorrect invoices shall include (without limitation) invoices for work which has not been accepted by the Buyer and invoices based on incorrect rates. The Supplier shall resubmit invoices once corrected.
- 8.7 Unless otherwise agreed, the Buyer shall pay all accepted invoices within 30 days of submission.

9. MATERIAL KPIs

- 9.1 The Supplier's performance shall be measured by the Material KPIs set out in the Order Form.
- 9.2 The Supplier shall comply with the Material KPIs and establish processes to monitor its performance against them and the Supplier's achievement of Material KPIs shall be reviewed during Commercial Planning/Review Events.
- 9.3 The Buyer reserves the right to adjust, introduce new, or remove Material KPIs throughout the Call-Off Contract Period, however any significant changes to Material KPIs shall be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.
- 9.4 The Buyer reserves the right to use and publish the performance of the Supplier against the Material KPIs without restriction.
- 9.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any Material KPI during a Commercial Planning/Review Event, the disputed score shall be recorded and the matter shall be referred to the Buyer 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).
- 9.6 In cases where the Buyer 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.
- 9.7 Failures to meet Material KPIs shall be addressed in accordance with Paragraphs 5.4 and 5.5 of Framework Schedule 4 (Framework Management).

Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	To be agreed between Buyer and Supplier
Operational Review Event Frequency	To be agreed between Buyer and Supplier but at least monthly

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:

1. There are some artifacts which held at Call-Off Management level which could equally apply at this level. Please read that list too (Annex 2).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

Type of Information	Required ?	Refresh Frequency
A1.01 Backlog (Task level)	Yes	Operational Planning Event
A1.02 Forecast Resource Profile	Yes	Operational Planning Event
A1.03 Actual Resource Utilisation	Yes	Operational Review Event
A1.04 Task Completion Status	Yes	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)		
A1.10 Sprint Burndown Report	N	N/A
A1.11 Velocity Chart	N	N/A
A1.12 Epic and Release Burndown Chart	N	N/A
A1.13 Agile Control Chart	N	N/A
A1.14 Cumulative Flow Diagram	N	N/A
A1.15 Value Delivered Chart	N	N/A
A1.16 Work Item Age Chart	N	N/A
	N	N/A

Annex 2: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	To be agreed between Buyer and Supplier but at least monthly

The following table provides a list of information required by the Buyer as part of the Call-Off Contract Management process (note that this is a logical model and the Buyer may elect to operate “events” under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).

Ref.	Type of Information	Required ?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	Yes	Commercial Planning / Review Event
A2.02	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer)	Yes	Commercial Planning / Review Event
A2.03	Cost/Spend Cash Flow Data including: SOW, Budget, Forecast, Actual, links to POs, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues by the Supplier during that period (late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	Yes	On demand by the Buyer
A2.10	Communications Plan	Y	On demand by the Buyer
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes

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Ref.	Type of Information	Required ?	Refresh Frequency
	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer	Y	Commercial Planning / Review Event

Ref.	Type of Information	Required ?	Refresh Frequency
Typical AgilePM® Products (ref: Agile Project Management Handbook by the DSDM® Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	N	N/A
A2.21	Business Case	N	N/A
A2.22	Solution Architecture Definition	N	N/A
A2.23	Development Approach Definition	N	N/A
A2.24	Delivery Plan (also under Implementation Plans)	N	N/A
A2.25	Timebox Plans (also under Implementation Plans)	N	N/A
A2.26	Timebox Review Records	N	N/A
A2.27	Management Approach Definition	N	N/A
A2.28	Feasibility Assessment	N	N/A
A2.29	Foundations Summary	N	N/A
A2.30	Project Review Report	N	N/A
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	V MOST Mission Boards	N	N/A
A2.41	ROI Projections	N	N/A
A2.42	EPIC Board (also under Implementation Plans)	N	N/A
A2.43	User Stories	N	N/A
A2.44	Release Propositions	N	N/A
A2.45	Proof of Concepts (POCs) / Spikes	N	N/A
A2.46	Designs / UX (User Functionality)	N	N/A
A2.47	Business Architecture Changes	N	N/A
A2.48	Data Changes	N	N/A
A2.49	Candidate Architectures	N	N/A
A2.50	PTEST Requirements	N	N/A
A2.51	Elaboration Boards (also under Implementation Plans)	N	N/A
A2.52	Spring Boards (also under Implementation Plans)	N	N/A
A2.53	Delivery Metrics	N	N/A
A2.54	Health Checks	N	N/A

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	N	N/A
A2.61	Technical Constraints (e.g. compatibility with existing systems)	N	N/A
A2.62	Pre-procurement support activities	N	N/A
A2.63	Make or Buy Analysis	N	N/A
A2.64	Technical Stack Specification	N	N/A
A2.65	Technical Road Map	N	N/A
A2.66	Target Operating Model	N	N/A

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