

## **Schedule 13 (Contract Management)**

### **1. Definitions**

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

<b>"Operational Board"</b>	the board(s) established in accordance with Paragraph 4.1 of this Schedule;
<b>"Service Delivery Manager"</b>	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

### **2. Service Delivery Management**

- 2.1 The Supplier and the Buyer shall each appoint a Service Delivery 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 Service Delivery 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 month, until expiry of the Contract.

### **3. Role of the Supplier Service Delivery Manager**

- 3.1 The Supplier Service Delivery 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 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 Service Delivery Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; 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 Service Delivery Manager in regards to the Contract and it will be the Supplier Service Delivery Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Service Delivery 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 Annex A to the 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 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.
- 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 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 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

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- 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

**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"><li>• Senior Responsible Owner (SRO)</li><li>• Project manager (senior supplier)</li><li>• Programme manager</li><li>• Environment Agency service owner (senior user)</li><li>• Defra service owner (senior user)</li><li>• Service Delivery Manager (senior user)</li><li>• Senior commercial manager (senior supplier)</li><li>• Senior architect (senior supplier)</li></ul>
Supplier members of Programme Board	<ul style="list-style-type: none"><li>• Project manager</li><li>• Service Delivery Manager (chairperson)</li><li>• 2 other attendees if/when required</li></ul>
Start date for Programme Board meetings	From the Start Date until Achievement of the Final Release Business Cutover ELS Milestone.
Frequency of Programme Board meetings	Monthly with a typical duration of 2 hours.
Location of Programme Board meetings	Held remotely, in Bristol, 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"><li>• monitor the Supplier's performance against the Implementation Plan;</li><li>• approve material amendments to the Implementation Plan;</li><li>• identify and manage risks and issues relating to the Implementation Phase;</li><li>• monitor the payment of Charges to the Supplier; and</li><li>• approve communications to End Users.</li></ul>

**Service Management Board**

Buyer Members of Service	<ul style="list-style-type: none"><li>• Environment Agency service owner (senior user)</li><li>• Defra service owner (senior user)</li></ul>
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Management Board	<ul style="list-style-type: none"> <li>• Service Delivery Manager (senior user)</li> <li>• Senior commercial manager (senior supplier)</li> </ul>
Supplier Members of Service Management Board	<ul style="list-style-type: none"> <li>• Service Delivery Manager (chairperson)</li> <li>• 2 other attendees if/when required</li> </ul>
Start Date for Service Management Board meetings	<p>One (1) month following Achievement of the Release 1 Go-Live Milestone.</p> <p>This will run in parallel with the Programme Board meetings until Achievement of the Final Release Business Cutover ELS Milestone.</p>
Frequency of Service Management Board meetings	Monthly with a typical duration of for 1 hour.
Location of Service Management Board meetings	Held remotely, in Bristol, 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"> <li>• be accountable for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;</li> <li>• receive reports from the Service Delivery Managers on matters such as issues relating to delivery of existing Services and performance against Service Levels;</li> <li>• provide oversight of the technology used in delivery of the Services and ensuring that technological choices are made to maximise long term value;</li> <li>• assess the impact and approve or reject all Variations;</li> <li>• provide a prioritisation for each item in the Product Backlog;</li> <li>• provide oversight of and direction with regard any proposed changes or absence of Key Staff or changes to Key Subcontractors;</li> <li>• provide oversight of and direction to the Rectification Plan Process; and</li> <li>• administrate the addition of any new Service Recipients.</li> </ul> <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"> <li>• monitoring the Supplier's progress against the Product Backlog on a monthly basis (as required by Schedule 2 (Specification));</li> </ul>

	<ul style="list-style-type: none"><li>• reviewing the Performance Monitoring Reports on a monthly basis (as required by Schedule 10 (Service Levels) Part B paragraph 1.3);</li><li>• reviewing the Transparency Reports on a quarterly basis (as required by Schedule 6 (Transparency Reports));</li><li>• reviewing the Virtual Library completeness on a quarterly basis (as required by Schedule 30 (Exit Management) paragraph 2);</li><li>• reviewing the Continuous Improvement Plan on a bi-annual basis (as required by Schedule 11 (Continuous Improvement));</li><li>• reviewing the Supplier's performance against Social Value commitments on a bi-annual basis (as required by Schedule 26 (Sustainability) Part C);</li><li>• reviewing the output of any testing of the BCDR Plan on an annual basis (as required by Schedule 14 (Business Continuity and Disaster Recovery) paragraph 7);</li><li>• reviewing the updated Security Management Plan on an annual basis (as required by Schedule 16 (Security) paragraph 4.4);</li><li>• reviewing the renewal of any Cyber Essentials Certificates on an annual basis (as required by Schedule 19 (Cyber Essentials Scheme));</li><li>• reviewing each entity in the FDE Group's performance against the Financial Indicators on an annual basis (as required by Schedule 24 (Financial Difficulties);</li><li>• reviewing the Modern Slavery Assessment Tool on an annual basis (as required by Schedule 26 (Sustainability) Part B paragraph 3);</li><li>• reviewing the updated Exit Plan on an annual basis (as required by Schedule 30 (Exit Management) paragraph 4).</li></ul>
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