

Joint Schedule 13 (Continuous Improvement)

1. Relevant Authority's Rights

- 1.1 The Relevant Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), a Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Relevant Authority's costs (including the Charges /Framework Prices) and/or improving the quality and efficiency of the Deliverables and their supply to the Relevant Authority.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables.
- 2.3 This may include regular reviews with the Relevant Authority of the Deliverables and the way it provides them, with a view to reducing the Relevant Authority's costs (including the Charges/ Framework Prices) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
- 2.4 In addition to Paragraph 2.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of the Deliverables and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) ("**Continuous Improvement Plan**") for the Relevant Authority's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.4.1 identifying the emergence of relevant new and evolving technologies;
 - 2.4.2 changes in business processes of the Supplier or the Relevant Authority and ways of working that would provide cost savings and/or enhanced benefits to the Relevant Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.4.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.4.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Relevant Authority in meeting their sustainability objectives.

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- 2.5 The initial Continuous Improvement Plan may be requested by the Relevant Authority during the first (1st) Contract Year and where applicable, shall be submitted by the Supplier to the Relevant Authority for approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.6 The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1st) Contract Year, where it is deemed to be beneficial.
- 2.7 The Relevant Authority shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.8 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.9 If the Relevant Authority wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.10 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 2.7
 - 2.10.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.10.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.11 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Continuous Improvement Plan has been approved) in accordance with the procedure and timescales set out in Paragraph 2.4.
- 2.12 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.13 Should the Supplier's costs in providing the Deliverables to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.14 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Relevant Authority deems

gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.