

SCHEDULE 8

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

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Contract Management Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Work Groups"	Work groups established in accordance with Section 5 of this Schedule
"Strategic Board"	the board established in accordance with Section 6 of this Schedule;
"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;-

2. Contract Management

2.1 The *Service Provider* shall appoint a Contract Manager for the purposes of the contract through whom the provision of the *service* 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 the 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 A to this Schedule.

3. Role of the Service Provider Contract Manager

3.1 The *Service Provider's* Contract Manager shall be:

- 3.1.1 the primary point of contact to receive communication from the *Service Manager* and will also be the person primarily responsible for providing information to the *Service Manager*;
- 3.1.2 able to delegate its position to another person at the *Service Provider* temporarily for a maximum of 30 days, subject to first providing notice to the *Service Manager*. It will be the delegated

- person's responsibility to fulfil the Contract 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 *Service Manager* has received notification of the proposed change.
- 3.2 The *Service Manager* may provide revised instructions to the *Service Provider's* Contract Manager in regards to the contract and it will be *the Service Provider's* Contract Manager's responsibility to ensure the information is provided to the *Service Provider* and the actions implemented.
- 3.3 Receipt of communication from the *Service Provider's* Contract Manager by the *Service Manager* does not absolve the *Service Provider* from its responsibilities, obligations or liabilities under the contract.

4. Role of the Contract Management Board

- 4.1 The Contract Management Board shall be established by *the Service Manager* for the purposes of the contract on which the *Service Manager*, *Service Provider* and the *Client* shall be represented.
- 4.2 The Contract Management Board shall meet monthly.
- 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 *Client* board member shall have at all times a counterpart *Service Provider* 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 Contract Management 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 Contract Management Board meetings will be to review the *Service Provider's* performance under this Contract. The agenda for each meeting shall be set by the *Service Manager* and communicated to the *Service Provider* in advance of that meeting.

5. Role of the Work Groups

In addition to the Contract Management Board there will be work groups dedicated to specific elements of the Contract, which shall cover the following topics:

- Hard services, including project works
- Soft services
- H&S
- Contract performance
- Commercial and finance
- Sustainability

The work groups will meet monthly, and the *Service Provider* shall ensure that suitable resources are available to attend these meetings.

6. Role of the Strategic Board

6.1 The Strategic Board shall be established by the *Client* for the purposes of the contract on which the *Service Provider* and the *Client* shall be represented.

6.2 The Strategic Board meetings shall occur quarterly during the first year of service, or as otherwise agreed by the Parties.

6.3 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 *Client* board member shall have at all times a counterpart *Service Provider* board member of equivalent seniority and expertise.

6.4 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 Contract Management 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.

6.5 The purpose of the Strategic Board meetings will be to ensure that the contract is strategically driven and that contract efficiencies are identified and implemented. The agenda for each meeting shall be set by the *Client* and communicated to the *Service Provider* in advance of that meeting.

6.6 Annex A: Contract Boards

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

Board	Frequency	Objectives
Contract Management Board	Monthly	<ul style="list-style-type: none"> • Resources Plan, including absences, vacancies and turnover • Risk Register • Early Warnings • Key Performance Indicators • Benchmarking • Trends and performance improvement • Contract Variations • W3 negotiation • Escalation from working groups
Strategic Board	Bi-annually (Quarterly during the first year)	<ul style="list-style-type: none"> - Sustainability Targets and driving the sustainability agenda - Continuous Improvement - Future Planning - Quality Management Plan - Operational Delivery review - Digital review - Project Pipeline review - Escalation from Contract Management Board