**Schedule 13 (Contract Management)**

1. **Definitions**

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

| **"Operational Board"** | the board established in accordance with Paragraph 4.1 of this Schedule; |
| --- | --- |
| **"Project Manager"** | the manager appointed in accordance with Paragraph 2.1 of this Schedule; |

1. **Project Management**
   1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
   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.
   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. **Role of the Supplier Project Manager**
   1. The Supplier Project Manager shall be:
      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;
      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 Project Manager's responsibilities and obligations;
      3. able to cancel any delegation and recommence the position himself; and
      4. replaced only after the Buyer has received notification of the proposed change.
   2. The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
   3. Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.
3. **Role of The Operational Board**
   1. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
   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 to the Schedule.
   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. 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.
   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.
4. **Contract Risk Management**
   1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
      1. the identification and management of risks;
      2. the identification and management of issues; and
      3. monitoring and controlling project plans.
   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.
   4. The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

# CONTRACT MANAGEMENT

* 1. Attendance at monthly Contract Review meetings is required, conducted by video call or in person.
  2. Contract Review meetings will cover any changes, issues, planned critical maintenance or upcoming improvements.
  3. Additional performance monitoring may be carried out according to the Contract terms.
  4. Within 1 month of contract commencement supplier to complete:
     1. a full contract management plan and agree the content with the contracting authority
     2. A full business resumption plan
     3. A full business continuity management plan

# SERVICE LEVELS AND PERFORMANCE

* 1. The Contracting Authority will measure the quality of the Supplier’s delivery through Key Performance Indicators (KPIs) which will be agreed with the Supplier prior to contract signature according to the Contract terms. A KPI table will cover the following based on the KPIs set out under 14.2:
* suitable KPI metrics that are clear;
* appropriate performance measures that the Supplier will be expected to meet;
* a measurement methodology setting out how the Supplier’s performance will be measured against the KPIs.
  1. **KPIs - General:**

| **KPI** | **Target** | **Notes** |
| --- | --- | --- |
| Availability - access to supplier’s payment journey APIs, reporting APIs or web interfaces and other critical and non-critical platform functionality, for both card payments and open banking. | 99.9% uptime | 24/7 API uptime, 365 days of the year inclusive of Bank Holiday measured and reported over a rolling 6 month period. Limited to a maximum of 2 occurrences within the same period.  Downtime is defined as the unavailability of supplier APIs or web interfaces or a wait time greater than 15 minutes to access these, without prior notice as defined below |
| Minimum merchant acquiring transaction rate | 60 payment authorisation requests per second | Ability to support card payment authorisation requests from GOV.UK Pay to the supplier’s API measured and reported over a 30 day period |
| Minimum payment initiation transaction rate | 5 payments per minute | Ability to support open banking payment initiation requests from GOV.UK Pay to the supplier’s API measured and reported over a 30 day period |
| Maximum relying service onboarding time | 2 working days | Time between the go-live request and the relying service being able to take its first payment measured and reported over a 30 day period |
| Maximum payout time | 2 working days | Time between payment capture and payment into a relying service bank accounts net of fees measured and reported over a 30 day period |
| P1 - Critical Service Level Failure response time. Defined as more than 50% of service or user access is unavailable | 30 minutes | Maximum time between GOV.UK Pay submitting a support ticket request and a supplier providing a response and acknowledgement. |
| P1 - Critical Service Level Failure resolution time. | 4 hours | Maximum time between GOV.UK Pay submitting a support ticket request and total restoration of payment functionality and service achieved by the supplier |
| P2 - Non-Critical Service Level Failure support response time. Defined as under 50% of service or user access is unavailable | 4 hours | Maximum time between GOV.UK Pay submitting a support ticket request and a supplier providing a response and acknowledgement. |
| P2 - Non-Critical Service Level Failure support resolution time | 24 hours | Maximum time between GOV.UK Pay submitting a support ticket request and total restoration of payment functionality and service achieved by the supplier |
| Permitted maintenance notice - critical services | 20 working days | Any planned maintenance that will any impact on user to access and / or manage their requirements on GOV.UK Pay |
| Permitted maintenance notice - other services | 5 working days | Any planned maintenance for non-payment services (e.g. reporting APIs) or services that have no impact on users accessing or managing their requirements |
| Allowed time for the submission of evidence challenging a disputed payment | 30 days | If GOV.UK Pay submits evidence challenging a disputed payment on behalf of the relying service to the supplier within this timeframe, the supplier must then submit the evidence to the relevant Card Scheme / Card Issuer on our behalf |
| PCI compliance | Annual compliance with v4.0 at minimum | Supplier to provide attestation of compliance at the award of the contract and annually thereafter |
| FCA compliance | Annual compliance throughout the contract term | Supplier to provide evidence of compliance at the award of the contract and annually thereafter |
| Open Banking Standards compliance | v3.1.10 at minimum | Supplier to provide evidence of compliance at the award of the contract and annually thereafter |
| Technical consultancy | 10 working days during integration period  3 working days for any major technical change to supplier platform post-integration | A minimum support period of technical consultancy from a developer or technical architect where necessary, both prior to the completion of the GOV.UK Pay’s integration and subsequently if significant technical changes to the supplier’s platform are introduced |

**Annex: Operational Boards**

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

***[Guidance note: Details of additional boards to be inserted.]***