

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

1. DEFINITIONS

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

"Buyer Performance Indicators" or "Buyer Pls"	the Buyer's performance measurements and targets in respect of the Supplier's performance under a Call-Off Contract;
"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.

2. PROJECT MANAGEMENT

- 2.1 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.
- 2.2 The Parties shall ensure that suitably skilled, experienced, and capable, and security checked 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.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract 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, including in relation to Supplier's performance against the Performance Indicators set out in Paragraph 6;
 - 3.1.2 able to delegate their 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 Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and

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- 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 Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. ROLE OF THE OPERATIONAL BOARD

- 4.1 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.
- 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 1 of this 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 their place (wherever possible) and that the delegate is properly briefed and prepared and that they are 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.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off 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
 - 5.2.3 monitoring and controlling project plans.

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- 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 Call Off Contract which the Buyer and the Supplier have identified.

6. Contract Management Performance Indicators

- 6.1 Where the Buyer has instigated a contract management process as set out in clause 3 of Framework Schedule 20 (Specification) the Supplier shall:
 - 6.1.1 comply with the Buyer's PIs and aim to achieve the Buyer PI targets; and
 - 6.1.2 establish processes to monitor its performance against the Buyer PIs.
- 6.2 The Buyer reserves the right to use and publish the performance of the Supplier against the Buyer PIs without restriction.
- 6.3 The Buyer reserves the right to introduce by written notice to the Supplier; new, revised, or remove Buyer PIs throughout the Call-Off Contract Period.
- 6.4 In the instance that a Buyer PI is not met, the Supplier's Project Manager will provide and track an action plan agreed by the Buyer to achieve Buyer PI within an agreed timescale. Service Credits shall be calculated and deducted as per Call-off Schedule 14, the Buyer will not apply Service Credits to both a Service Level and an equivalent Performance Indicator in the same instance.
- 6.5 [Buyer Guidance: The below Buyer performance indicators by which Buyer contract management performance could be reported against are for illustration and example only. Buyers may add to or remove Buyer PIs from the below table to reflect Buyer specific performance criteria] Supplier's contract management performance will be measured by the following Buyer PIs:

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Buyer's PIs	Buyer PI Target	Measured By	Inadequate (Red) 3% Service Credit	Requires Improvement (Amber) 2% Service Credit	Approaching Target (Yellow) 1% Service Credit	Good Target (Green)
Invoicing Accuracy	Suppliers will submit accurate invoices to HMRC via SAP Ariba within the agreed timescale as set out in the Statement of Work with the final invoice submitted within 30 days of the Deliverables sign off. Reporting Frequency: Quarterly Service Period: Quarterly	4 instances within the reporting period	More than two instances within the reporting period where the performance level is not met.	More than one instance within the reporting period where the performance level is not met	One instance within the reporting period where the performance level is not met	100% accuracy and timely receipt
Statement of Work Impacting Timelines Time to provide a SoW Impact for Statement of Work request (20 working days)	Time to provide a SoW Impact for Statement of Work request (20 working days) Reporting frequency: Quarterly	Reported quarterly	≥ 35 Days More than 35 working days.	$29 > X \leq 35$ days 29 to 35 working days	$20 > X \leq 28$ days 21 to 28 working days	≤ 20 Days 20 working days or less

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Ecosystem Partner Passthrough The Supplier will ensure that a minimum of 10% (by revenue) of the Services are delivered through Ecosystem Partners with a minimum of 1 SMEs over the term of the contract	10%	Reported/Measured Annually	$\leq 5\%$ Less than 5% passthrough to a minimum of 2 SMEs. Or a failure to passthrough to a minimum of 1 SMEs at any Ecosystem passthrough percentage	$5 \leq X < 7\%$	$7 \leq X < 10\%$	$\geq 10\%$ 10% passthrough or more and to a minimum of 1 SMEs.

Social Value KPI's for MAC Theme 2.2

REDACTED TEXT under FOIA Section 43 Commercial Interest

Framework Ref: RM6335

Project Version: v1.0

Model Version: v3.1

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Additional Contract Management Buyer PIs

Planned Downtime

Performance Area	Planned Downtime
Subsidiary Performance Indicator (SPI)	2 – Planned Downtime
Minor SPI Failure Service Points	N/A
Major SPI Failure Service Points	N/A
Description	The intent for the Services is to minimise the number of times that the Services need to be taken offline for planned activities.
Measurement Period	One (1) Month
Measurement Start Date	Contract commencement
Method of Calculation	<p>Each Planned Downtime is to be reported upon by the Supplier per Service Period.</p> <p>All Planned Downtimes must be agreed in advance with the Customer. The aim is to minimise the occurrence of Planned Downtimes within each Service Period.</p> <p>Where any Planned Downtime has not been agreed with the Customer this will be recorded as a failure against this SPI.</p>
PI to be Published?	No

Annex 1: Contract Boards

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

Operational Board Representation and Structure

Buyer Members of Operational Board	Senior Responsible Owner Operational Contract Manager Commercial Contract Manager Financial Team representation Additional representation by invitation of the Buyer
Supplier Members of Operational Board	Senior Supplier Representative e.g. Account Manager Supplier Engagement Manager Supplier Contract Manager Other relevant supplier team members by invitation of the Buyer
Start Date for Operational Board meetings	Within 1 month of the Contract Start Date
Frequency of Operational Board meetings	Monthly, or at any other frequency as required by the Buyer acting in its sole discretion
Location of Operational Board meetings	Location to be confirmed as required by the Buyer acting in its sole discretion