

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

Call-Off Ref:

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How the supplier and the buyer should work together on the call-off contract.

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1. DEFINITIONS

1.1 In this Call-Off Schedule 15, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Performance Review Meetings"	the performance review meetings held in accordance with paragraph 4 of this Call-Off Schedule 15;
"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Call-Off Schedule 15;

2. CONTRACT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Contract Manager for the purposes of this Call-Off 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 Call-Off Contract can be fully realised.

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;
- 3.1.2 able to delegate his position to another member of the Supplier's Staff but must inform the Buyer before proceeding with the delegation and it will be the delegated Supplier's Staff member'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 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 Call-Off Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier, the relevant Supplier Staff and the actions implemented.

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- 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 Call-Off Contract.

4. PERFORMANCE REVIEW MEETINGS

- 4.1 Performance Review Meetings shall be held for the purposes of managing the performance of this Call-Off Contract and shall be attended, as a minimum, by the Buyer's and Supplier's Contract Managers.
- 4.2 The frequency and location of the Performance Review Meetings are set out in the Order Form.
- 4.3 The Parties shall permit representatives from CCS to attend the Performance Review Meetings when requested by CCS or one of the Parties.
- 4.4 In the event that either Party wishes to replace its Contract Manager, that Party shall notify the other in writing.
- 4.5 Each Party shall ensure that its Contract Manager shall make all reasonable efforts to attend the Performance Review Meetings. If a Contract Manager is not able to attend a Performance Review Meeting, that Contract Manager shall use all reasonable endeavours to ensure that:
- 4.5.1 a delegate attends the Performance Review Meeting in his place (wherever possible); and
 - 4.5.2 the delegate is properly briefed and prepared; and
 - 4.5.3 the Contract Manager is debriefed by such delegate after the Performance Review Meeting.
- 4.6 The purpose of the Performance Review Meetings will be to:
- 4.6.1 review the Supplier's performance under this Call-Off Contract;
 - 4.6.2 review spend and savings under this Call-Off Contract;
 - 4.6.3 review progress against any action plan;
 - 4.6.4 discuss continuous improvement;
 - 4.6.5 review pipeline planning requirements;
 - 4.6.6 review the risk register and how risks under this Call-Off Contract are managed;
 - 4.6.7 review any complaints and their resolution;

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- 4.7 The agenda for each Performance Review Meeting shall be agreed between the Parties in advance of that meeting.
- 4.8 The Parties acknowledge that CCS may from time to time have information relating to the operation of the Framework and/or Call-Off Contracts including this Call-Off Contract which is to be shared with all Buyers including the Buyer. The Supplier shall share such information with the Buyer as required by CCS through the Performance Review Meetings.
- 4.9 The Supplier shall record minutes of each Performance Review Meeting and provide them to the Buyer within two (2) Working Days of each Performance Review Meeting. The Buyer shall inform the Supplier if any amendments are required to the minutes and where this is the case, the Supplier shall make such amendments within one (1) Working Day.

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 dealing with and resolving complaints;
 - 5.2.3 the identification and management of issues; and
 - 5.2.4 monitoring and controlling action 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 this Call Off Contract which the Buyer and the Supplier have identified. The Buyer shall have the right to request a copy of the risk register at any time during the Call-Off Contract and the Supplier shall provide it within five (5) Working Days. The Buyer (acting reasonably) may request changes to the risk register. The Supplier shall make all such requested changes within five (5) Working Days of a request from the Buyer and provide an updated copy of it to the Buyer for its approval (acting reasonably).