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

# Definitions

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

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| **"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; |

# Project Management

## 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.

## 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.

## Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

1. **Role of the Supplier Contract Manager**
   1. The Supplier's Contract Manager's shall be:

### 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;

### 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 Contract Manager's responsibilities and obligations;

### able to cancel any delegation and recommence the position himself; and

### replaced only after the Buyer has received notification of the proposed change.

* 1. The Buyer may provide revised instructions to the Supplier's Contract Manager's 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.
  2. Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

# Role of the Operational Board

## 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.

## 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 the Order Form and Annex 1 to this Schedule.

## 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.

## 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.

## 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.

1. **Contract Risk Management**
   1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

### the identification and management of risks;

* + 1. the identification and management of issues; and
    2. monitoring and controlling project plans.
  1. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
  2. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified (**Risk Register**).

**Annex 1: Operational Boards**

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

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| **Title of Meeting** | **Frequency** | **Pre-Meeting Activity** | **Terms of Reference** |
| Monthly Operational Board and Risk Management | Monthly or as required by Buyer | Agenda – Buyer  Provision of **Supplier** Performance MI Pack  Review of **Supplier** MI Performance Pack  Agreement on Agenda    Confirmation of venue / meeting room  Review and update of Action Log  Identification of additional attendees | 1. Review the **Supplier** Performance MI Pack & Dashboard report for the preceding month. May include; 2. **Supplier** Performance against Service Levels / KPIs 3. Review Service Charges and Service Credits 4. Review and agree exceptions (to be included within the performance pack) 5. Account Management Team Performance / issues 6. Changes to People/Processes during the reporting period 7. Stock holding - Cost Analysis 8. **Supplier** Performance Remediation Plans (if applicable) 9. DWP business change 10. Review of Action Point Log & Issues Log from previous meetings 11. Review of joint Risk Register 12. Financial Review of Actual expenditure     1. Issues/Delays with payments/Cancelled POs     2. Cost reduction initiatives 13. Review progress with ongoing Efficiencies and Innovation 14. Security |

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| **Title of Meeting** | **Frequency** | **Pre-Meeting Activity** | **Terms of Reference** |
| Annual Operational Board and Risk Management | Annually | Agenda – Buyer    Provision of Supplier Performance Report (Annual Summary) – **Supplier**  Arrangements of venue / meeting room – Buyer *(Currently to be held by MS Teams or by telekit conference)* | 1. Review of Action Point Log 2. Review of Service Delivery Balanced Scorecard which may include: 3. **Supplier** performance against Service Levels / KPIs (YTD Data Comparison) 4. Customer Satisfaction Survey 5. Financial Performance 6. Trend analysis and spend against Service Lines (YTD Data Comparison) 7. Social Value & KPI’s 8. Review of Annual obligations Including; 9. Security 10. BCDR Plan 11. Exit Plan 12. Financial Review of Actual against Forecast expenditure 13. Review agreed Cost Model 14. Cost reduction initiatives 15. Review forecast 16. Review of both DWP and Supplier Innovation and Savings Opportunities 17. Supplier Risk Review including joint Risk Register |