

Schedule 13 (Contract Management)

1. Definitions

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

"Funders and Owners Group"	a group of organisations with interests in the Supplier due to funding, shareholding, corporate ownership or other significant relationship with the Supplier; and
"Six-Monthly Meeting(s)"	has the meaning given to it in Paragraph 6.1 of this Schedule.

2. Contract Management

- 2.1 The Supplier shall appoint the Supplier's Contract Manager and the Buyer shall appoint the Buyer's Contract Manager who shall, for the Contract Period and, if applicable, the Termination Assistance Period, each be responsible for the day-to-day management of this Contract, the provision of the Services and, if applicable, the Termination Assistance.
- 2.2 The Supplier shall, in accordance with Schedule 29 (*Key Supplier Staff*), obtain the Buyer's Approval to change the identity of the Supplier's Contract Manager.
- 2.3 The Buyer shall notify the Supplier in writing of any change to the identity of the Buyer's Contract Manager. The Buyer's Contract Manager shall be entitled to, from time to time, delegate to or appoint an alternate person to perform any of his/her responsibilities.
- 2.4 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.
- 2.5 The Parties agree to hold the meetings set out in Paragraphs 4 (Quarterly Performance Review / Meetings) and 6 (Six-Monthly Meetings) of this Schedule.
- 2.6 Notwithstanding any other Paragraph in this Schedule, the Parties agree that where a Quarterly Performance Review Meeting and a Six-Monthly Meeting fall within the same Month they shall be held as one meeting on the same date.
- 2.7 The Supplier shall, in addition to any reporting required by this Schedule, provide the Buyer with such other reports as are required by this Contract, including those required by Schedule 2 (*Specification*), Schedule 10 (*Performance Levels*) and Schedule 15 (*Carbon Reduction*).

3. Role of the Supplier's 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/her position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and must ensure the delegate fulfils the Supplier's Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position themselves; and
 - 3.1.4 replaced only in accordance with Schedule 29 (*Key Supplier Staff*).
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to this 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 this Contract.

4. Quarterly Performance Review Meetings

- 4.1 The Parties shall attend the Quarterly Performance Review Meetings as set out in Part B (Performance Monitoring) of Schedule 10 (*Performance Levels*).

5. Funders and Owners Group Meetings

- 5.1 The Supplier acknowledges that the Buyer:
 - 5.1.1 will attend the Funders and Owners Group meetings three times a year to:
 - a) review and discuss the overall performance of the Supplier;
 - b) discuss items of mutual interest relating to the Supplier's performance, including any lessons learnt and any new or potential improvements to the Services provided by the Supplier;
 - c) discuss future funding and any potential risks or issues to the Supplier's delivery of the Services; and
 - d) any other items of interest to the Buyer, Supplier and/or other funders and owners;
 - 5.1.2 may take into account the discussions in, and any outcomes of, such Funders and Owners Group meetings in the management of this Contract.

6. Six-Monthly Meetings

- 6.1 The Parties shall, every six Months, at the mid-point, and end of, each Contract Year, attend a meeting to:
 - 6.1.1 review and discuss the progress to date and the end of year report;
 - 6.1.2 review and discuss any Service Recipient feedback;
 - 6.1.3 discuss the Supplier's delivery of the Services during that Contract Year;
 - 6.1.4 identify any lessons learned and any new or potential improvements to the provision of the Services proposed by the Supplier, in accordance with its obligations in Schedule 11 (*Continuous Improvement*);
 - 6.1.5 discuss the forthcoming Contract Year (if relevant) and any potential risks or issues to the Supplier's delivery of the Services; and
 - 6.1.6 any other matters that may be determined by the Buyer, ("**Six-Monthly Meeting(s)**").
- 6.2 The agenda for each Six-Monthly Meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.
- 6.3 The Supplier shall promptly provide to the Buyer such documentation as the Buyer may reasonably require in order to facilitate the relevant Six-Monthly Meeting. The Buyer shall circulate materials for each Six-Monthly Meeting in advance of that meeting.
- 6.4 The Six-Monthly Meetings shall:
 - 6.4.1 be attended by the Buyer's Contract Manager and senior policy officials, and the Supplier's Contract Manager and the Supplier's Chief Operating Officer;
 - 6.4.2 be chaired by the Buyer;
 - 6.4.3 take place at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 6.4.4 be fully minuted by the Supplier and the minutes will be promptly circulated by the Supplier to all attendees at the relevant meeting and to any other recipients agreed at the relevant meeting.
- 6.5 The minutes of each Six-Monthly Meeting will be agreed and signed by both the Supplier's Contract Manager and the Buyer's Contract Manager within twenty (20) Working Days of the meeting.

7. Attendance and Quorum

- 7.1 Each Party shall ensure that its attendees (and the Supplier shall procure that, where applicable, its Subcontractors) at the Quarterly Performance Review Meetings and Six-Monthly Meetings shall make all reasonable efforts to attend such meeting. If any attendee is not able to attend a meeting, that person shall provide advance notice to the other Party and use all reasonable endeavours to ensure that:

- 7.1.1 a delegate attends the relevant meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- 7.1.2 that he/she is debriefed by such delegate after the meeting.
- 7.2 Quarterly Performance Review Meetings and Six-Monthly Meetings shall be quorate as long as the Buyer's Contract Manager and Supplier's Contract Manager are present.

8. Contract Risk Management

- 8.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 8.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 8.2.1 the identification and management of risks;
 - 8.2.2 the identification and management of issues; and
 - 8.2.3 monitoring and controlling project plans.
- 8.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 8.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.