**Framework Schedule 4 (Framework Management)**

Definitions

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

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| "Supplier Framework Manager" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; and
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| "Supplier Review Meetings" | 1. has the meaning given to it in Paragraph 3.9 of this Schedule.
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How CCS and the Supplier will work together

The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

Framework Management

Framework Management Structure

* 1. The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
	2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
	3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
	4. Following discussions between the Parties following the Framework Start Date, where requested by CCS the Supplier shall produce and issue to CCS a draft supplier action plan (the "Supplier Action Plan"). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
	5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS’s notification.
	6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
	7. The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
		1. Dun and Bradstreet risk failure score monitoring;
		2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
		3. invoice payment performance; and
		4. verification of required accreditations & certifications.
	8. Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

Supplier Review Meetings

* 1. Regular performance review meetings will take place at CCS’s premises throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
	2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
	3. CCS may ask the Supplier to discuss any instances known to the Supplier where any Other Contracting Authority decided not to use this Framework Contract for their order.
	4. The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

How the Supplier’s Performance will be measured

The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target**  | **Measured by** |
| 1. Scored Information
 |
| 1.1 Error free "upload" of Management Information (MI) return by the date / time required each month. | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within CCS’s data warehouse system). |
| 1.2 All undisputed invoices for the Management Charge to be paid within 30 calendar days of issue.  | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within CCS’s management accounting system) |
| 1.3 Supplier Self-Audit Certificate to be issued to CCS in accordance with the Framework Agreement | 100% | Confirmation of receipt and time of receipt by CCS |
| 1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report | 100% | Confirmation by CCS of completion of the actions by the dates identified in the Audit Report |
| 1.5 Supplier to provide timely and accurate reporting as set out in Table 2 below | 100% | Confirmation of receipt and time of receipt by CCS or its nominated representative. |
| 1.6 Supplier to accept Orders or respond to invitations to participate in Further Competition Procedures (in line with Specification Paragraph 7.4) | 85% | Based on number of opportunities and responses to those opportunities in the Opportunity Log (see 2.1 below). |

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| 2. Information for reporting purposes and Supplier Review Meetings |
|  | Report name | Purpose | Frequency | Format |
| 2.1 | Opportunities Log | To monitor customer use of the Framework and Suppliers obligations to bid (Specification paragraph 7.4 and 7.5) ability to accept or bid for work through the panel | Monthly by the 7th working day of the month until the end of the Panel Agreement |  |
| 2.2 | Supplier Value Add Report | To provide information on the value added services and relationship development activity provided through the panel outside of any individual matters. E.g * Support provided to Customers (e.g. senior discussions to inform their organisational development or innovation strategy)
* Customer contributions to Supplier internal meetings
* Hosting of meetings for Customer Teams
* Client listening activity
* Thought Leadership
* Contribution to Government policies (e.g. membership of consultation board)
* EDI or other events open to Customers or contributed to by customers
* Feedback /narrative on training sessions provided
* Development / changes to the Prospectus
* Any key developments within the Supplier’s organisation
 | Quarterly by the 7th working day of April, July, October and January until the end of the Panel Agreement | Firms own format |
| 2.3 | Value Added Services Log | To provide details of training, secondments, exchanges and meeting rooms provided | Quarterly by the 7th working day of April, July, October and January until the end of the Framework Contract or any Call Off Contract. |  |
| 2.4 | Performance management | To provide overview of competition and call off activity including:* How many times have you exceeded either the estimate or the agreed cost price of a Call-Off Contract
* How many times have you had to amend a customer invoice in relation to any Call-Off Contract under this Framework Contract, in response to a customer query or challenge, in the last quarter
* How many times have you quoted a reduction (saving) on Suppliers maximum prices under this Framework Contract on a further competition
* Have you amended / updated your Prospectus in the period (with details)
 | Quarterly by the 7th working day of April, July, October and January until the end of the Framework Contract or any Call Off Contract. | In the form to be sent out to Suppliers by CCS  |
| 2.5 | Social Value report | Performance against the measures set out in Framework Schedule 1 (Specification) Appendix A and B and Framework Schedule 2 (Framework Tender).  | Annually on the anniversary of the Framework Contract Start Date. | Firms own format |
| 2.6 | Continuous Improvement Report | To provide an overview of continuous improvement measures that may be suitable for Buyers including:* Those measures implemented or offered to Buyers over the previous period.
* Developments in practice that the supplier has implemented that could support improved efficiency for Buyers under the Panel.
 | Annually on the anniversary of the Framework Contract Start Date. | Firms own format |

The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.

CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.

CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

CCS reserves the right to use information provided in the reports set out in Section 2 above to monitor the performance of the Supplier and the performance of the Framework.

What the Supplier must do to measure their performance

The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):

* + 1. tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
		2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.

The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

What to do if CCS and the Supplier can’t agree about the performance

In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

In cases where CCS Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

1. Marketing

The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to CCS publications

The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.

Such information shall be provided in such form and at such time as CCS may request.

Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.

The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

1. Where CCS might oversee parts of the Call-Off Contracts

CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

* + 1. Call-Off Schedule 3 (Continuous Improvement);
		2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
		3. Call-Off Schedule 9 (Security); and
		4. Call-Off Schedule 16 (Benchmarking).

 (the **"Supported Schedules"**)

How the Supplier must support CCS involvement

The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

* + 1. provision of information;
		2. allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
		3. such other matters as CCS may notify to the Supplier from time to time.

Where CCS might manage the process for Buyers collectively

In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

* + 1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
			1. adopt a policy of continuous improvement in relation to the Deliverables;
			2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
		2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
			1. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
			2. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Contracts.
		3. Call-Off Schedule 9 (Security) - the Supplier shall:
			1. create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
			2. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Contracts.
		4. Call-Off Schedule 16 (Benchmarking) - the Supplier:
			1. shall notify CCS in the event that any benchmarker is appoint in respect of any Call Off Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Contracts;
			2. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;
			3. agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).