**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)*:

| **"Operational Board"** | the board established in accordance with Paragraph 4.1 of this Schedule; and |
| --- | --- |
| **" 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 (such person being the **"Project Manager"**)for the purposes of the 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 the 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 Project Manager**
   1. The Project Manager’s for both Parties shall be:

### the primary point of contact to receive communication between the Parties and will also be primarily responsible for providing information to the other;

### able to delegate their position to another person but must inform the other Party before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;

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

### replaced only after the Project Manager for the Buyer or the Supplier has received notification of the proposed change.

* 1. The Project Manager for the Buyer may provide revised instructions to the Project Manager for the Supplier in regard to the Contract and it will be the Project Manager for the Supplier’s responsibility to ensure the information is provided to the Supplier and the actions implemented.
  2. Receipt of communication from the Project Manager for the Supplier by the Project Manager for 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 the 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.

## 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 the 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 and the Supplier have identified.

**Annex: Contract Boards**

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

***[Buyer Guidance: Details of additional boards to be inserted.]***