DYNAMIC FRAMEWORK

SCHEDULE 11

1. Collaboration

|  |  |  |
| --- | --- | --- |
| **VERSION** | **DATE** | **COMMENT** |
| 1.0 | 10 June 2020 | Initial Release |
|  |  |  |
|  |  |  |

SCHEDULE 11

1. Collaboration
2. Background
   1. The Parties agree that there is a desire to work together in partnership and collaborate throughout the Term of the Framework Agreement. In order to establish the principles of such collaboration the Parties agree to the terms set out in this Schedule 11 (Collaboration).
   2. It is accepted and acknowledged by the Parties that the Supplier shall collaborate with the Other Suppliers from time to time in order to ensure the smooth and effective delivery of the Services to the Customers and the Service Users.
   3. This Schedule is not intended to expand the scope of the Parties' obligations under the Framework Agreement or any Call-Off Contract or alter the plain meaning of the terms and conditions. It sets out the behaviours of the Parties and where those terms and conditions do not address a particular circumstance those terms and conditions are to be interpreted and construed so as to give full effect to this Schedule 11 (Collaboration).
3. Principles
   1. The partnership and relationship aims are as follows:
      * 1. the Customer and Supplier relationship should be built on partnership principles; and
        2. the Supplier will be expected to actively engage in improving quality and innovation in probation service delivery.
4. Partnership principles
   1. The Parties agree to adhere to the following partnership principles which support the aims of the Customer:
      * 1. a true partnership ethos, with a joint vision and joint working to address any issues encountered by either Party;
        2. a commitment to work with and across multiple agencies and delivery partners;
        3. culture and behaviours that support a rehabilitative culture;
        4. working together to resolve issues amicably and fairly as they arise, and at the most appropriate level;
        5. promoting the advancement of the provision of the Services including, where reasonably possible, through continuous improvements to efficiency, effectiveness and timeliness of change delivery;
        6. respect by the partners for the individual needs and accountabilities of each Party;
        7. a clear focus on innovation and continuous improvement in service delivery;
        8. responding positively to any changes which occur during the Term, as well as the day-to-day requirements of providing the Services;
        9. concern with the success of the relationship and the Services over the course of the Term, rather than achieving one side's objectives in isolation;
        10. recognising the importance of the success of the Dynamic Framework Services and the positive impact on Service Users to which the Framework Agreement relates.
5. Code of conduct
   1. The Parties agree to adhere to the code of conduct confirming that each Party develop and maintain attitudes and behaviours that:
      * 1. are built on openness about strategies, plans, concerns and opportunities;
        2. work together to resolve issues amicably and fairly as they arise, and at the most appropriate level;
        3. respect the contributions of others including key stakeholders such as the judiciary;
        4. seek to achieve a level of Service delivery that is beneficial for Service Users and both Parties;
        5. recognise the interdependence in the relationship between the Parties and the fact that each Party will influence the other Party's ability to comply with its obligations under the Framework Agreement;
        6. are collaborative and inclusive rather than adversarial;
        7. are concerned with the success of the relationship over the course of the Term, rather than achieving one side's objectives in isolation;
        8. learn from mistakes and from the experiences of others; and
        9. are open to providing and receiving feedback.
6. Principles Of Co-Operation
   1. The co-operation, support, information and assistance to be provided by the Parties shall be provided in accordance with the following principles:
      * 1. the principle that the Supplier shall provide its cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
        2. the principle of 'fix first, discuss later', requiring that both Parties shall concentrate on resolution of any problems ahead of ascertaining the reasons for such fault and relative culpability. Whenever any such problems arise the Parties shall work together in good faith and use commercially reasonable endeavours to find expeditious yet cost-effective solutions; and
        3. the principle of co-operative behaviour where the quality of Services is optimised, alongside promoting cost efficiencies.
7. the DF COllaboration and innovation events

In accordance with the principles of collaboration, partnership and co-operation as set out in this Schedule 11 (Collaboration), the Authority or a Customer may host a range of DF Collaboration and Innovation Events which may be on a regional or service line or other basis with a purpose of sharing innovative ideas, ways or working, best practice and potential service improvements and solutions. The Supplier shall use its reasonable endeavours to attend such events from time to time and to participate and contribute in line with the principles in this Schedule.