

## Order Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels**

### **1. Service Levels**

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process as laid out in DPS Joint Schedule 10 (Rectification Plan);

1.2.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

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**Annex A to Part A: Services Levels Table**

No	Service Level Description	Service Level Start	Service Level Stop	Measurement Frequency	Green	Amber	Red (Critical Service Level Failure)
Service Level 1	<p>Contract Management.</p> <p>Monthly reporting is accurate and on time</p> <p>Reporting presented by the Supplier at quarterly contract management meetings</p> <p>Supplier leads contract meetings to agreed standard as contained in the Terms of Reference (TOR) for Contract Management Meetings (To be agreed on Contract Award).</p>	Contract Commencement	Contract End	Quarterly	<p>Monthly reporting submitted on time</p> <p>and</p> <p>Attendance by relevant supplier personnel at quarterly contract management meeting</p> <p>and</p> <p>Contract Management Meeting is compliant with the TOR</p>	<p>Reports are 1- 10 calendar days late</p> <p>And/or</p> <p>Supplier has not lead contract management meeting to agreed standard in accordance with the TOR</p>	<p>Reports more than 10 calendar days late</p> <p>And/or</p> <p>No supplier representative at Quarterly meeting</p>
Service Level 2	<p>Delivery.</p> <p>All Project Milestones as detailed in section 6.2 of the Specification (Schedule 20) are delivered on time including Interim and Final reports</p>	Contract Commencement	Contract End	Monthly	All Project Milestones are Delivered on time	A project milestone is 1-10 calendar days late	Milestone is more than 10 calendar days late
Service Level 3	<p>Quality.</p> <p>Fieldwork meets the standards agreed and provides reliable data.</p>	Contract Commencement	Contract End	At development of research materials and during fieldwork.	<p>Fieldwork sample/recruitment meets agreed quotas.</p> <p>Research materials meet QA scrutiny of DBT analysts.</p>	<p>Fieldwork sample slightly under-recruits to no more than 5% below target.</p> <p>Research materials require moderate refinement based on DBT feedback with 1 additional</p>	<p>Fieldwork sample slightly under-recruits to more than 5% below target</p> <p>Research materials require substantial refinement based on DBT feedback with</p>

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No	Service Level Description	Service Level Start	Service Level Stop	Measurement Frequency	Green	Amber	Red (Critical Service Level Failure)
						round of additional comments required.	more than 1 round of additional comments required.
Service Level 4	Quality. Interim and final evaluation reports meet required quality.	Contract Commencement	Contract End	At interim and final reporting stage	Reporting submitted on time and meets all of the following criteria:  i) Executive summary clearly and concisely outlines approach and results ii) Research methodology articulated with appropriate rationale for each element iii) results outline versus each objective and method iv) recommendations for future UK presence at large event articulated v) Reporting / presentation of results tailored for audiences as needed (analysts versus non-analyst).  vi) Reporting requires minimal or no amendments to meet accessibility standards.	Reporting submitted within 3 days of agreed date and meets 5 of the following criteria:  i) Executive summary clearly and concisely outlines approach and results ii) Research methodology articulated with appropriate rationale for each element iii) results outline versus each objective and method iv) recommendations for future UK presence at large event articulated v) Reporting / presentation of results tailored for audiences as needed (analysts versus non-analyst). vi) Reporting requires minimal or no amendments to meet accessibility standards.	Reporting submitted within 5 days of agreed date and meets 4 or fewer of the following criteria:  i) Executive summary clearly and concisely outlines approach and results ii) Research methodology articulated with appropriate rationale for each element iii) results outline versus each objective and method iv) recommendations for future UK presence at large event articulated v) Reporting / presentation of results tailored for audiences as needed (analysts versus non-analyst). vi) reporting requires minimal or no amendments to meet

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No	Service Level Description	Service Level Start	Service Level Stop	Measurement Frequency	Green	Amber	Red (Critical Service Level Failure)
							accessibility standards. .
Social Value							
Service Level 5	To be determined with the supplier after contract award based on the Social Value tender response.						

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## **Part B: Performance Monitoring**

### **2. Performance Monitoring and Performance Review**

- 2.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 2.2.3 details of any Critical Service Level Failures;
  - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 2.2.5 such other details as the Buyer may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 2.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 2.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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- 2.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

**3. Satisfaction Surveys**

- 3.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.