

OFFICIAL - COMMERCIAL

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION
EQUIPMENT

Agreement

**relating to the service and maintenance of fixed and mobile RN detection
equipment**

Schedule 2.2 (Performance)

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SCHEDULE 2.2

PERFORMANCE

1. SCOPE

- 1.1. This Schedule 2.2 (Performance) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism which Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be managed and monitored.
- 1.2. This Schedule 2.2 (Performance) comprises:
 - 1.2.1. Part A: Service Levels and Service Credits;
 - 1.2.2. Annex 1 to Part A – Service Levels;
 - 1.2.3. Annex 2 to Part A – Shared Service Level Governance Policy;
 - 1.2.4. Annex 3 to Part A – Key Performance Indicators Table;
 - 1.2.5. Annex 4 to Part A –Worked Examples of Availability Service Level; and
 - 1.2.6. Part B: Performance Management and Monitoring.

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PART A: SERVICE LEVELS AND SERVICE CREDITS

1 GENERAL PROVISIONS

- 1.1 The Supplier shall provide a proactive Service Manager and Supplier Representative to ensure that all Service Levels in this Agreement are achieved to the highest standard throughout the Term.
- 1.2 The Supplier's dedicated Service Manager and Supplier Representative shall monitor the provision of the Service and provide regular performance feedback to the Authority on matters relating to:
- (a) supply performance;
 - (b) the quality of Services;
 - (c) Authority support;
 - (d) complaints handling; and
 - (e) accurate and timely reporting and invoices.
- 1.3 The Supplier accepts and acknowledges that failure to meet the Service Level Targets will result in Service Credits being deducted from the Contract Charges.

2 PRINCIPAL POINTS

The Parties agree that the Service Levels and Service Credits are a reasonable and proportionate way to:

- (a) ensure that the Services are of a consistently high quality and meet the requirements of the Authority as set out in this Schedule 2.2 or elsewhere in this Agreement;
- (b) provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
- (c) incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3 SERVICE LEVELS

- 3.1 There are two types of Service Levels:
- (a) Shared Service Levels; and
 - (b) Unique Service Levels.
- 3.2 The Supplier shall:

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- (a) monitor the performance of the Services it provides under this Agreement by reference to the relevant performance criteria for achieving the Service Levels set out in Annex 1 to this Part A of this Schedule 2.2 (Performance) and Key Performance Indicators set out in Annex 3 to Part A of this Schedule 2.2 (Performance);
 - (b) record the Performance Data in the ITSM Toolset; and
 - (c) send the Authority a Monthly Performance Monitoring Report (based upon data and output from the ITSM Toolset) detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Management & Monitoring) of this Schedule 2.2 (Performance).
- 3.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels are achieved.
- 3.4 If in the Supplier's reasonable judgement performance of the Services is likely to or fails to meet any Service Level, the Supplier shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under paragraph 3 (Service Levels) and paragraph 4 (Service Credits) of this Schedule 2.2 (Performance), may:
- (a) require the Supplier to immediately take all remedial action that is reasonable as agreed between the Parties to mitigate the impact on the Authority and the delivery of the Services, and to rectify or prevent a Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph (a) has not already prevented or remedied the Service Level Failure, instruct the Supplier to comply with any of the procedures set out in Clause 15.1 (Rectification Plan) of this Agreement; and/or
 - (c) if a Service Level Failure has occurred, deduct from the Contract Charges the applicable Service Credits payable by the Supplier to the Authority in accordance with the calculation formula set out in paragraph 1 of Part B to Schedule 7.1 (Contract Charges); and/or
 - (d) if the Authority exercises its right to termination in accordance with Clause 38.1 of this agreement (Authority Termination Rights), the Authority shall still be entitled to collect any Service Credits that may have accrued.
- 3.5 The Approval and implementation by the Authority of any procedure set out in Clause 15.1 (Rectification Plan) of this Agreement shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver of any rights that the Authority holds under this Agreement shall arise from any such Approval and/or implementation by the Authority.
- 3.6 **Service Levels relating to Incidents**
- 3.6.1 The Supplier shall Resolve all Incidents within the Service Level Target Duration that is applicable to the Incident Priority Level for that Incident.

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- 3.6.2 Where an Incident occurs, the Authority, acting reasonably, shall determine the Incident Priority Level for that Incident.
- 3.6.3 Where the Supplier does not agree with the Authority's determination of an Incident Priority Level in relation to an Incident, it may request that the Authority reconsider the determination by giving written notice to the Authority (an "**Incident Priority Request**") setting out the reasons that it does not agree with the Authority's determination.
- 3.6.4 Where the Authority receives an Incident Priority Request, it shall, acting reasonably, consider that request and either:
- (a) accept it and change its determination of the Incident Priority Level by giving written notice to the Supplier setting out the new Incident Priority Level to be assigned to the Incident; or
 - (b) reject it by giving written notice to the Supplier setting out its reason for rejecting the Incident Priority Notice and the Incident Priority Level for the relevant Incident shall be unchanged.
- 3.6.5 Where the Authority has rejected an Incident Priority Request and the Supplier continues to dispute the Authority's determination of the Incident Priority Level in relation to the relevant Incident, it may refer the matter as a Dispute to the Dispute Resolution Procedure.
- 3.6.6 Where the determination of an Incident Priority Level is referred to the Dispute Resolution Procedure, the Authority's determination shall be used to calculate any relevant Service Credits while it is in Dispute.

4 SERVICE CREDITS

- 4.1 The table at Annex 1 to Part A of this Schedule 2.2 (Performance) sets out the Service Levels, the information that the Supplier is required to record, the method of calculating whether a Service Level has been achieved or a Service Level Failure has occurred and the Service Level Target for each Service Level.
- 4.2 Paragraph 1.5 to 1.7 (inclusive) of Part B to Schedule 7.1 (Contract Charges) set out the method by which Service Level Failures will be converted into Service Credits and deducted from the Contract Charges.
- 4.3 The Authority shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Management and Monitoring) of this Schedule 2.2 (Performance) to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Month.
- 4.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in paragraph 1 of Part B to Schedule 7.1 (Contract Charges).
- 4.5 Where a single Incident causes more than one Service Level Failure, the Authority shall be entitled, at its absolute discretion, to receive the Service Credits in relation to any number of such Service Level Failures.

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4.6 Subject to Paragraph 6 of Part A to this Schedule 2.2 (Performance), the Authority shall be entitled to receive all Service Credits that accrue in any one Month.

4.7 For each Service Level Failure, the Supplier shall reduce the Contract Charges by the amount of the relevant Service Credit(s).

5 NATURE OF SERVICE CREDITS

The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

6 SERVICE CREDIT CAP

6.1 The total Service Credits payable shall be capped in each Month in accordance with paragraph 6.2.

6.2 The maximum Service Credits deductible from the Contract Charges in relation to any one Month shall in no circumstances exceed [15%] of the cumulative Fixed Service Charges for all Sites and Services payable by the Authority to the Supplier for the relevant Month (the “**Service Credit Cap**”).

6.3 Where the total Service Credits payable would have exceeded the Service Credit Cap but for the Service Credit Cap in a minimum of three (3) Months in any rolling period of twelve (12) Months, the Authority may take any of the actions specified in Clause 15.1 (Rectification Plan).

6.4 Where the total Service Credits payable would have exceeded the Service Credit Cap but for the Service Credit Cap in six (6) or more Months in any rolling period of twelve (12) Months, it shall be deemed as a Material Breach and the Authority may terminate this Agreement in accordance with Clause 38.1.

7 SHARED SERVICE LEVELS

7.1 Shared Service Levels are designated in Annex 1, Part A of Schedule 2.2 (Performance).

7.2 Where a Shared Service Level Target is not achieved then the determination of which Shared Service Level Suppliers are responsible shall be determined in accordance with the following provisions of this Paragraph 7.

7.3 The Supplier shall prepare a Performance Monitoring Report using unedited data from the ITSM Toolset, which details the calculated performance of each Shared Service Level Supplier in line with the Shared Service Levels. The Supplier shall deliver this report to the Authority within 10 (ten) Working Days from the end of each Month for the Authority to grant approval for distribution to each Shared Service Level Supplier. This report will be prepared following the rules of, and in the format specified within, Annex 2 to this Part A (Authority Shared Service Level Governance Policy) of this Schedule 2.2 (Performance). For the avoidance of doubt where there has been a Service Level Failure in relation to a Shared Service Level, the Performance Monitoring Report shall detail the proposed apportionment

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between the Supplier and the Shared Service Level Supplier of the respective Service Credit(s) for those Incidents. The apportionment will be in the form of a percentage value per Shared Service Level Supplier, the sum of which will equal 100% and shall be calculated in accordance with Annex 2 to this Part A of this Schedule 2.2 (Performance).

- 7.4 The Performance Monitoring Report will provide sufficient detail to each Shared Service Level Supplier to reasonably understand the apportionment of Service Credits.
- 7.5 Within ten (10) Working Days following the distribution of the Performance Monitoring Report, the Authority shall hold and chair a meeting with other Shared Service Level Suppliers as appropriate so as to seek their agreement to the apportionment of Service Credits (the “**Shared Service Level Apportionment Meeting**”).
- 7.6 In the event of a dispute between the Supplier and the Shared Service Level Suppliers regarding the outcome of Shared Service Level Apportionment Meeting, any Shared Service Level Supplier or the Supplier may request the Authority to assign liability for Shared Service Level Service Credits using its reasonable assessment and utilising the same background data as was available to the Shared Service Level Suppliers (a “**Shared Service Level Apportionment Assessment**”).
- 7.7 The Shared Service Level Apportionment Assessment shall be binding on all Shared Service Level Suppliers.

8 EXCUSED PERFORMANCE

- 8.1 Where, to the reasonable satisfaction of the Authority, any Shared Service Level Supplier can demonstrate that the failure to achieve a Shared Service Level was not attributable to the Supplier and/or the Shared Service Level Supplier then the Shared Service Level Suppliers (including, for the avoidance of doubt, the Supplier) shall not accrue any Service Credits in relation to that failure to achieve the Service Level, provided that Supplier takes reasonable steps to mitigate the effects of the failure.
- 8.2 Where a Service Level Failure occurs and, to the reasonable satisfaction of the Authority:
- (a) that Service Level Failure relates to a failure to achieve a Service Level because of the action of a Shared Service Level Supplier, other third party (but not where that third party is a Sub-contractor or Affiliate of the Supplier) or the Authority, and the Supplier takes all reasonable steps to mitigate the effect of the Service Level Failure; or
 - (b) the Supplier can demonstrate that the re-prioritisation of tasks notified by the Authority to the Supplier with less than two (2) Working Days’ notice, and:
 - (i) where the Supplier has advised the Authority in writing that such re-prioritisation will cause a Service Level Failure; and

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- (ii) the Authority authorises the Supplier to proceed with the applicable re-prioritisation; or
- (c) at the Authority's sole discretion, circumstances exist that would render it unfair for a Service Level Failure to generate Service Credits,

Supplier shall not accrue any Service Credits in relation to that Service Level Failure.

- 8.3 Excused Performance shall form part of the Performance Monitoring Reports set-out in Part B to this Schedule 2.2 (Performance).

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ANNEX 1 to Part A: Service Levels and Service Credits Table

Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
Shared	1	Failure to Agree Responsibility for Service Level Failure.	Timelines	<p>The Supplier shall agree with any relevant Shared Service Level Suppliers the apportionment of responsibility for all Shared Service Level Service Level Failures that occurred in each Month within 10 Working Days after the end of that Month.</p> <p>The Supplier shall measure and record in the ITSM Toolset the number of Working Days that elapse from (and including) the first day of each Month to (and including) the day on which agreement is reached between the Supplier and the Shared Service Level Supplier(s) regarding the apportionment of responsibility for all Shared Service Level Service Level Failures that occurred in the previous Month (“Shared Service Agreement Days”).</p> <p>A Service Level Failure shall occur in relation to this Service Level if agreement is not reached in relation to one or more Shared Service Level Service Level Failures within 10 Shared Service Agreement Days.</p>	<=10 Days	0	See paragraph 1.6 of Part B to Schedule 7.1 (Contract Charges) – the Service Credit Percentage for this Service Level shall be 2%
Shared	2	Incident Resolution (P1 Incident)	Timelines	The Supplier shall record in the ITSM Toolset the Incident Duration and the Charging Location for each P1 Incident that occurs.	Service Level Target Duration	100%	See paragraph 1.5 of Part B to Schedule 7.1 (Contract

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				<p>The Supplier shall Resolve all P1 Incidents within the Service Level Target Duration for a P1 Incident.</p> <p>Each Failed P1 Incident shall be a Service Level Failure in relation to this Service Level. For the avoidance of doubt, a Service Credit shall be generated for each Failed P1 Incident in accordance with paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges).</p>	for a P1 Incident is <= 6 hours		Charges)
Shared	3	Incident Resolution (P2 Incident)	Timelines	<p>The Supplier shall record in the ITSM the Incident Duration and the Charging Location for each P2 Incident that occurs.</p> <p>The Supplier shall Resolve all P2 Incidents within the Service Level Target Duration for a P2 Incident.</p> <p>Each Failed P2 Incident shall be a Service Level Failure in relation to this Service Level. For the avoidance of doubt, a Service Credit shall be generated for each Failed P2 Incident in accordance with paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges).</p>	Service Level Target Duration for a P2 Incident is <= 10 hours	100%	See paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges)
Shared	4	Incident Resolution (P3 Incident)	Timelines	<p>The Supplier shall record in the ITSM the Incident Duration and the Charging Location for each P3 Incident that occurs.</p> <p>The Supplier shall Resolve all P3 Incidents within the Service Level Target Duration for a P3 Incident.</p> <p>Each Failed P3 Incident shall be a Service Level Failure</p>	Service Level Target Duration for a P3 Incident is <= 12 hours	100%	See paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges)

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				in relation to this Service Level. For the avoidance of doubt, a Service Credit shall be generated for each Failed P3 Incident in accordance with paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges).			
Shared	5	Incident Resolution (P4 Incident)	Timelines	<p>The Supplier shall record in the ITSM the Incident Duration and the Charging Location for each P4 Incident that occurs.</p> <p>The Supplier shall Resolve all P4 Incidents within the Service Level Target Duration for a P4 Incident.</p> <p>Each Failed P4 Incident shall be a Service Level Failure in relation to this Service Level. For the avoidance of doubt, a Service Credit shall be generated for each Failed P4 Incident in accordance with paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges).</p>	Service Level Target Duration for a P4 Incident is <= 24 hours	100%	See paragraph 1.5 of Part B to Schedule 7.1 (Contract Charges)
Shared	6	Incident Resolution (P5 Incident)	Timelines	<p>The Supplier shall record in the ITSM the Incident Duration and the Charging Location for each P5 Incident that occurs.</p> <p>The Supplier shall Resolve all P5 Incidents within the Service Level Target Duration for a P5 Incident.</p> <p>Each failed P5 Incident shall be a Service Level Failure in relation to this Service Level. For the avoidance of doubt, no Service Credits shall be generated for Failed P5 Incidents.</p>	Service Level Target Duration for a P5 Incident is <= 72 hours	100%	NA

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
Shared	7	Operational Change Assessment	Quality / Timelines	<p>The Supplier shall return impact assessments on all Operational Changes within five (5) Working Days of the date of submission of the Operational Change within the ITSM Toolset.</p> <p>The Supplier shall measure and record in the ITSM Toolset:</p> <ul style="list-style-type: none"> (a) the number of Operational Change impact assessments due to be returned during each Month (“Due OC IAs”); (b) in relation to each Operational Change Report falling due during each Month, the time that elapses in Working Days from (and including) the day on which the Operational Change was submitted (for impact assessment within the ITSM Toolset) to (and including) the day on which the Operational Change impact assessment was returned (“OC IA Days”); and (c) the number of Operational Change impact assessments that were returned within five (5) or fewer OC Report Days in each Month (“Compliant OC IAs”). <p>A Service Level Failure will occur in relation to this Service Level when the Service Level Achieved in a Month is lower than the Service Level Target for this Service Level.</p> <p>The Service Level Achieved for this Service Level shall</p>	5 Working Days	95%	

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				<p>be calculated in accordance with the following formula:</p> $SLA = COCR/DOCR$ <p>Where: SLA = Service Level Achieved; COCR = the total number of Compliant OC IAs delivered in the relevant Month; and DOCR = the total number of Due OC IAs in the relevant Month.</p>			
Unique	8	Operational Change completion reporting	Quality/Timescales	<p>The Supplier shall provide information on the completion of any given Operational Change within 24 Service Hours of the completion of the Operational Change (excluding weekends and UK Bank Holidays) within the ITSM Toolset.</p> <p>Information provided by the supplier must include:</p> <ul style="list-style-type: none"> (a) determination of successful or failed implementation of the given Operational Change; and (b) determination of completion of the given Operational Change within the planned implementation time window. <p>The supplier shall measure and record in the ITSM Toolset:</p> <ul style="list-style-type: none"> (a) the number of Operational Changes scheduled 	<24 Service Hours (excluding weekends and UK bank holidays)	95%	

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				during each Month; and (b) in relation to each Operational Change falling due during each Month, the time that elapses in Service Hours (excluding weekends and UK Bank holidays) from (and including) the day/time on which the Operational Change was implemented (within the ITSM Toolset) to (and including) the day/time on which the Operational Change completion information was logged within the ITSM Toolset.			
Unique	9	Security Incidents occurring owing to inappropriate use of Authority Confidential Information or the System	Number	The Supplier shall record in the ITSM Toolset each Service Level Security Incident. A Service Level Failure shall occur in relation to this Service Level each time a Service Level Security Incident occurs. For the avoidance of doubt, a Service Credit shall be generated for each Service Level Security Incident in accordance with paragraph 1.6 of Part B to Schedule 7.1 (Contract Charges).	Number of Security Incidents	0	See paragraph 1.6 of Part B to Schedule 7.1 (Contract Charges) – the Service Credit Percentage for this Service Level shall be 2%
Unique	10	P1 & P2 Incident Reports	Timelines	The time elapsed, in whole Working Days, from the resolution of a P1 Incident or P2 Incident, and the publication of the corresponding Incident report(s). For the avoidance of doubt, part of a day shall not count as a whole day. The Supplier shall measure and record in the ITSM Toolset:	Number of reports published later than 2 days from the logged closure date	90%	NA

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				<p>(a) the number of P1 Incident and P2 Incident reports that are published in each Month (“Published Reports”);</p> <p>(b) in relation to each P1 Incident and P2 Incident, the number of whole Working Days that elapse from (and including) the time the Incident is Resolved to (and including) the publication of the relevant Incident report (“Publication Days”); and</p> <p>(c) the number of Published Reports that were published within two (2) Publication Days in each Month (“Compliant Publications”).</p> <p>A Service Level Failure shall occur in relation to this Service Level when the Service Level Achieved in a Month is less than the Service Level Target for this Service Level.</p> <p>The Service Level Achieved shall be calculated in accordance with the following formula:</p> $SLA = CPM / PRM$ <p>Where: SLA = Service Level Achieved CPM = the number of Compliant Publications in the Month; and PRM = the number of Published Reports in the Month.</p>			

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
Unique	11	Availability		<p>The Site Service Availability at each Charging Location shall not be less than the Service Level Target for this Service Level in any Month.</p> <p>The Supplier shall measure and record in the ITSM Toolset:</p> <ul style="list-style-type: none"> (a) the total number of hours in each Month; and (b) in relation to each Charging Location: <ul style="list-style-type: none"> i) the total Planned Unavailability duration (sum of Planned Unavailability per lane) at each Charging Location in each Month; ii) the cumulative Outage Duration at each Charging Location in each Month; and iii) the number of Lanes at each Charging Location. <p>A Service Level Failure shall occur at a Charging Location where the Site Service Availability at that Charging Location in a Month falls below the Service Level Target for this Service Level. For the avoidance of doubt, a Service Credit shall be generated for each Service Level Failure of this Service Level that occurs in a Month.</p> <p>The Site Service Availability for each Charging Location in a Month shall be calculated in accordance with the following formula and expressed as a percentage:</p> $SSA = (((SH \times NL) + PD) - OD) / ((SH \times NL) + PD)$	Per site Availability time within a reporting cycle	99.00%	See paragraph 1.7 of Part B to Schedule 7.1 (Contract Charges)

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
				<p>Where:</p> <p>SSA = the Site Service Availability for the relevant Month for the relevant Charging Location;</p> <p>SH = the total number of Service Hours in the relevant Month;</p> <p>NL = the number of Lanes at the relevant Charging Location;</p> <p>PD = (Planned Duration) the sum of Planned Unavailability per Lane at the relevant Charging Location in the relevant Month; and</p> <p>OD = the total cumulative Outage Duration at the relevant Charging Location in the relevant Month.</p>			

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Service Level Type	Service Level Number	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Target	Service Level Target	Service Credit
Unique	12	KPI Achievement		<p>Achievement of the KPI's specified in Schedule 2.2 Annex 3 Part A.</p> <p>The Supplier shall measure and record in the ITSM Toolset each KPI in the manner detailed in the fifth column of the table at Part A to Annex 3 of this Schedule 2.2 (Performance) headed "Key Performance Indicator Measure" and record in the ITSM the total number of KPIs and the total number of KPIs achieved.</p> <p>A Service Level Failure shall occur in relation to this Service Level if the Service Level Achieved in a Month falls below the Service Level Target for this Service Level.</p> <p>The Service Level Achieved shall be calculated in accordance with the following formula:</p> $SLA = KPIAM / KPIN$ <p>Where: SLA = Service Level Achieved; KPIAM = the number of Key Performance Indicators achieved in each Month; and KPIN = the number of KPIs</p>	Each Month	>= 90%	N/A

Table 1: Service Levels and Service Credits

ANNEX 2 to Part A: Shared SERVICE LEVEL Governance Policy

The Shared Service Level Governance Policy is as defined in the separate document, file name “Live Services Shared SLA Governance Policy V 1.0 FINAL”, embedded below:



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ANNEX 3 to Part A: Key Performance Indicator (KPI) Table

KPI Type	Number	Key Performance Criterion	Key Indicator	Key Performance Indicator Measure	Target Timeframe	KPI Target
Unique	1	Delivery of standard monthly reports	Timelines	<p>The Supplier shall deliver to the Authority the Monthly Reports within 10 Working Days of the end of each Month.</p> <p>The Supplier shall measure the number of whole Working Days that elapse between the final day of each Month and the day on which all Monthly Reports have been delivered.</p> <p>This KPI will be achieved if all Monthly Reports are delivered within 10 Working Days of the end of each Month.</p>	Reports not delivered within ten (10) Working Days of the end of the Month.	All SM Reports delivered within 10 Working Days of the end of each Month
Unique	3	Change Success	Number	<p>Number of Successful Operational Changes (excluding Emergency Changes).</p> <p>Change Success = Requirements Met, Timeframe met, No backout and no incidents related within 4 weeks of implementation.</p>	100% of Changes that are released meet the Change requester's documented and signed off requirements, and are completed within the agreed timeframe, do not have to be regressed and do not cause an Incident within the subsequent four (4)	100%

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KPI Type	Number	Key Performance Criterion	Key Indicator	Key Performance Indicator Measure	Target Timeframe	KPI Target
					weeks.	
Unique	4	CMDB		<p>The Supplier shall ensure that all Configuration Items in the CMDB are accurate and up to date.</p> <p>The Supplier shall record in the ITSM:</p> <ul style="list-style-type: none"> (a) the total number of recorded Configuration Items in the CMDB at the end of each Month; and (b) the total number of Configuration Items in the CMDB that have contained no errors at any stage of each Month (“Compliant CIs”). <p>This KPI will be achieved if the KPI Score in a Month is greater than or equal to the KPI Target for this KPI.</p> <p>The KPI Score for this KPI will be calculated in accordance with the following formula:</p>	Monitoring and reporting on the accuracy and completeness of items held in the CMDB.	98%

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KPI Type	Number	Key Performance Criterion	Key Indicator	Key Performance Indicator Measure	Target Timeframe	KPI Target
				$KPIS = CCI/RCI$ <p>Where:</p> <p><i>KPIS = KPI Score;</i> <i>CCI = the total number of Compliant Cis in the relevant Month; and</i> <i>RCI = the total number of recorded Configuration Items in the CMDB at the end of the Month.</i></p>		
Unique	6	Bounced tickets	Number	<p>Number of times an Incident or Problem is re-assigned between suppliers. [Note: the process for this is to be confirmed during on-boarding by the Authority and the Supplier.]</p> <p>Measured as:</p> <p>The total number of re-assignments per incident or Problem record.</p>	One re-assignment per record per supplier.	1 per Incident / Problem record
Unique	11	Percentage of Expedited Changes	Number	Number of opened, Expedited Operational Changes relative to the total number of Operational Changes opened in a given time	Within a Month.	10%

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KPI Type	Number	Key Performance Criterion	Key Indicator	Key Performance Indicator Measure	Target Timeframe	KPI Target
				<p>period.</p> <p>Measured as a percentage: (total number of Expedited Operational Changes within a month / total Operational Changes raised in a month)</p>		
Unique	12	Number of Unauthorised Changes	Number	<p>The Supplier shall not make Unauthorised Changes.</p> <p>The Supplier shall record all changes it makes to the delivery of the Services in the ITSM Toolset.</p> <p>This KPI will be achieved each Month if all changes to the delivery of the Services recorded in that Month have been approved by the Authority.</p>	N/A	0

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ANNEX 4 to Part A: SLA Worked Examples of Availability Service Level

Example 1

The following is a worked example for the calculation of the Site Service Level Achieved at a Charging Location Site using the following assumptions:

- (a) the number of Lanes at the relevant Charging Location is 3;
- (b) the Month being measured is April;
- (c) the Authority and the Supplier have agreed in advance that there will be 3 hours Planned Unavailability at one of the Lanes, 2 Hours of Planned Unavailability at another of the Lanes and 5 hours of Planned Unavailability at the other Lane at the relevant Charging Location in April; and
- (d) there were 5 periods in April during which Screening was unavailable at one or more Lanes. 3 of those periods were at the individual Lanes and were Planned Unavailability. The other 2 periods were Unplanned Outage, the first of which lasted 6 hours where Screening was unavailable at 2 Lanes, and the second of which lasted for 4 hours where Screening was unavailable at 3 Lanes.

The Site Service Level Achieved based on these assumptions is 98.89% (rounded to 2 decimal places). This is calculated as follows:

$$SSA = (((SH \times NL) + PD) - OD) / ((SH \times NL) + PD); \text{ or}$$

$$(((720 \times 3) + 10) - ((6 \times 2) + (4 \times 3))) / ((720 \times 3) + 10) = 98.89\%; \text{ or}$$

$$(2160 + 10 - (12 + 12)) / (2160 + 10) = 98.89\%; \text{ or}$$

$$(2170 - 24) / 2170$$

$$2146 / 2170 = 98.89\%$$

This is broken down as:

- i. SH = 720 because the total number of Service Hours in the Month of April is 720 (30 x 24 = 720);
- ii. NL = 3 because the number of Lanes at the Charging Location Site is 3 (as noted at (a) above);
- iii. PD = 10 because the number of hours of Planned Unavailability agreed in advance between the Authority and the Supplier at the Charging Location is 2 hours at one Lane, 3 hours at another Lane and 5 hours at another Lane (2+3+5 = 10) (as noted at (c) above); and
- iv. OD = 24 because there were 2 incidences of Unplanned Outage at the Charging Location, the first lasted for 6 hours where Screening was unavailable on 2 Lanes (6 x 2 = 12) and the second lasted for 4 hours where Screening was unavailable on 3 Lanes (4 x 3 = 12) so the cumulative Outage Duration or the two periods of Unplanned Outage is 24 hours (12 + 12).

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PART B: PERFORMANCE MANAGEMENT & MONITORING

1 PRINCIPAL POINTS

Part B to this Schedule provides the methodology for managing and monitoring the provision of the Services:

- (a) to ensure that the Supplier is complying with the Service Levels; and
- (b) for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services.

2 REPORTING OF SERVICE FAILURES

2.1 The Supplier shall record all information that it is required to record in relation to the Service Levels as set out in:

- (a) the fifth column of the table at Annex 1 to Part A (Service Levels and Service Credits Table) to this Schedule 2.2 (Performance) headed "Service Level Performance Measure"; and
- (b) the fifth column of the table at Annex 3 to Part A (Key Performance Indicator (KPI) Table) headed "Key Performance Indicator Measure",

in the ITSM Toolset.

2.2 Where the Authority, acting reasonably, determines that the Supplier has deliberately failed to record or incorrectly recorded the information specified in paragraph 2.1 to this Part B of Schedule 2.2 (Performance) in order to avoid Service Credits, the Authority may terminate this Agreement for Material Breach.

3 PERFORMANCE MONITORING AND REVIEW

3.1 The Supplier shall provide the Authority with performance monitoring reports, on a monthly basis, ("**Performance Monitoring Reports**") based on the information recorded under paragraph 2.1 to this Part B of Schedule 2.2 (Performance) which shall contain, as a minimum, the following information in respect of the relevant Month just ended:

- (a) for each Service Level, the actual performance achieved over the Service Level for the relevant Month;
- (b) a summary of all failures to achieve Service Levels that occurred during that Month;
- (c) any Service Level Failures and details in relation thereto;
- (d) the Service Credits to be applied in respect of the relevant Month indicating the failures and Service Levels to which the Service Credits relate; and
- (e) such other details as the Authority may reasonably require from time to time.

3.2 The Parties shall attend Service Review Meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the

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review by the Supplier and the Authority of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- (a) take place within ten (10) working days of the Performance Monitoring Reports being issued by the Supplier;
- (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require unless otherwise agreed in advance;
- (c) be attended by the Supplier's Representative and the Authority Representative; and
- (d) be fully minute by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Authority Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Authority Representative at each meeting.

3.3 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

3.4 The Supplier shall provide to the Authority such supporting documentation as the Authority 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 Month.

4 SATISFACTION SURVEYS

4.1 In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Services.

4.2 The Authority shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Contract. Such deficiencies in performance will be candidates for Continuous Service Improvement.

4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous service improvement programme pursuant to Clause 17 of this Agreement (Continuous Improvement).