

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 [sub-clause deleted]

2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

For the avoidance of doubt, Service Credits shall not be the exclusive financial remedy for any Service Level Failure which also amounts to a breach of warranty under the Contract and/or a breach of Laws.

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting or the Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

3. [SUB-CLAUSE DELETED] CRITICAL Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 The Supplier will rectify critical service errors without additional cost to the Buyer

3.2 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.3 the Buyer shall 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**"),

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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 and Service Credits

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;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or require remedial action by the Supplier to “make good” the failure at no additional cost to the Buyer.

1.2.4 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).

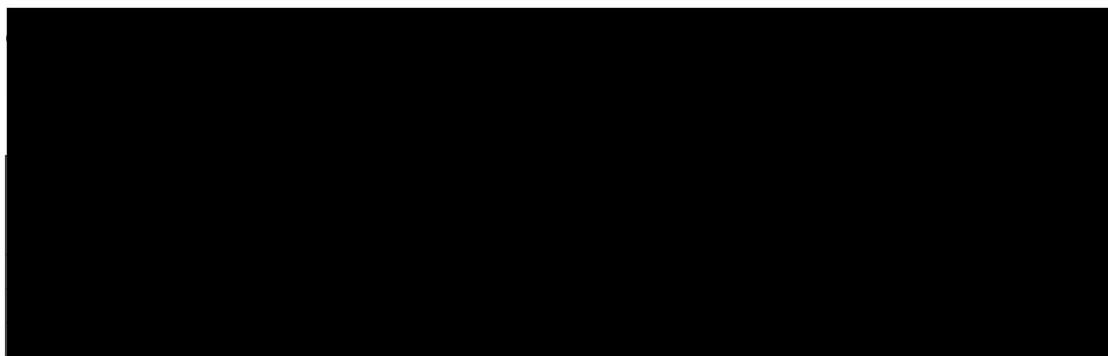
2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the Annex to Part A of this Schedule.

3. SERVICE CREDITS

The Service Credits shall be calculated on the basis of the following formula:



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4. Production Of Sample on Receipt of Cohort

The Supplier can turnaround a sample, within the timeframes specified below, from the receipt of a sample data set, templates, and letters.

NOTE: All times are stated in UK local time

4.1 COMPLEX (includes inserts, pictures etc.)

- If sent within business hours (9am – 5pm), then the turnaround time is 48hrs, from the time of receipt.
- If sent outside business hours (after 5pm), then the turnaround time is 48hrs, from 9am the next business day.
- If sent outside business hours (before 9am), then the turnaround time is 48hrs, from 9am the same business day.

(Note – If sent on Friday, the 48hrs will expire on the following Tuesday at the receipt time as in the stated rules above. Or Wednesday is sent after 5pm)

4.2 SIMPLE (one A4 letter)

- If sent within business hours (9am – 5pm), then the turnaround time is 24hrs, from the time of receipt.
- If sent outside business hours (after 5pm), then the turnaround time is 24hrs, from 9am GMT the next business day.
- If sent outside business hours (before 9am), then the turnaround time is 24hrs, from 9am the same business day.

(Note – If sent on Friday, the 24hrs will expire on the following Monday at the receipt time as in the stated rules above. Or Tuesday is sent after 5pm)

5. Production Of Mailouts on Receipt of Cohort

The third-party Supplier can send out cohort communications, within the timeframe specified below, starting from the timestamp that the approval confirmation of sample communication has been received from the team.

TIMEFRAME

- Small Trials – 1 working day
- Medium Trials – 2 working days
- Large Trials – 3 working days

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Annex A to Part A: Services Levels and Service Credits Table

A Summary of Service Level Requirements is listed in the table below. A further comprehensive guide to service level requirements and performance monitoring, including periods of measurement, reporting periods and GDPR measures are included in the embedded excel document at the end of this table.

Ref	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Required Service Level Threshold	Period/ Unit of Measurement	Payment Method
KPI 1	Critical Service Failure	Correct Mailout templates sent to Cohort	The Supplier will send the correct template (letter, inserts, envelope,) and all associated materials and digital comms which form part of the mail out, in the correct format, to the correct Cohort associated with the trial specified by the Customer.	100% accuracy	Per Batch	Quarterly credit invoice
KPI 2	Service Level Failure	Sample Creation Timeline – Simple. Not including set-up period.	The print Supplier will meet the sample creation timeline (see Schedule 14,4 for details) using the correct template, which requires subsequent approval by the Buyer to validate the timelines have been met	100% accuracy	Per Batch	Quarterly credit invoice
KPI 3	Service Level Failure	Sample Creation Timeline – Complex. Not including set-up period.	The print Supplier will meet the sample creation timeline (see Schedule 14,4 for details) which requires subsequent approval by the Buyer to validate the timelines have been met	100% accuracy	Per Batch	Quarterly credit invoice

Framework Ref: RM 6170 Print Management Services

Project Version: v1.0

Model Version: v3.1

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KPI 4 Not Applicable	Service Level Failure	Cohort Mailout timeline - Small Trial	The print Supplier will meet the mailout timeline (see Schedule 14,5 for details)	100% accuracy	Per Batch		Quarterly credit invoice
KPI 5 Not Applicable	Service Level Failure	Cohort Mailout timeline - Medium Trial	The print Supplier will meet the mailout timeline (see Schedule 14,5 for details)	100% accuracy	Per Batch		Quarterly credit invoice
KPI 6	Service Level Failure	Cohort Mailout timeline - Large Trial	The print Supplier will meet the mailout timeline (see Schedule 14,5 for details) for a maximum of [REDACTED] complete mailpacks per day	100% accuracy	Per Batch		Quarterly credit invoice
KPI 7	Service Level Failure	Cohort File Destruction	The print Supplier will delete/destroy the cohort file in the agreed timeframe (within 20 working days/28 calendar days and no earlier than 10 working days/14 calendar days). It will send confirmation of deletion to the Buyer within the agreed timeframe	100%	Per Batch		N/A
KPI 8	Service Level Failure	Returned letter destruction	The print Supplier will destroy the (physical) Returned Cohort Communication letters in the agreed timeframe (within 20 working days/28 calendar days and no earlier than 10 working days/14 calendar days). It will send confirmation of deletion to the Buyer within the agreed timeframe	100%	Per Batch		N/A
KPI 9	Performance Management	Quotation	The Print Supplier will provide a quotation with agreed timeline	100%	Per Batch		N/A

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KPI 10	Performance Management	Invoicing	Supplier will send monthly invoices by the 5th of each month which should be for services delivered the preceding month. Invoices should be without errors	100%	Monthly	N/A
KPI 11	Performance Management	Processing Cohort data without an approved sample	The print Supplier will not process the cohort data without an associated approved sample being available	100%	Per Batch	N/A
KPI 12	Performance Management	Batch SENT confirmation	The print Supplier will send the "SENT" Communication notification to the Buyer in the specified timeframe	100%	Per Batch	N/A

Embedded Document

KPI Final

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Model Version: v3.1

Part B: Performance Monitoring

6. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 6.1 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.
- 6.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 6.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 6.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period.
 - 6.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period.
 - 6.2.3 details of any Critical Service Level Failures.
 - 6.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.
 - 6.2.5 Work packages rejected by the Supplier.
 - 6.2.6 Escalations to senior management either within the Buyer or the Supplier.
 - 6.2.7 Any work undertaken outside of normal operations and standard SLAs.
 - 6.2.8 Supplier Sub-Contractor performance (if required).
 - 6.2.9 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate, and
 - 6.2.10 such other details as the Buyer may reasonably require from time to time.

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- 6.3 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:
- 6.3.1 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.
 - 6.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 6.3.3 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.
- 6.4 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.
- 6.5 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.

7. Satisfaction Surveys

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 and, without prejudice to other remedies set out in this Contract, the Supplier shall take any reasonable steps required by the Customer to remedy any issues raised.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 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;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.