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):

"Financial Performance Incentive"	the financial element of the Financial Performance Incentive KPIs as set out in the table at Annex A to Part A of this Schedule;
"Financial Performance Incentive KPIs"	KPIs 1-3 as set out in the table at Annex A to Part A of this Schedule;
"KPI(s)"	the key performance indicators set out at Annex A to Part A of this Schedule;
"KPI Desired Outcome"	as set out in the table at Annex A to Part A of this Schedule;
"KPI Failure"	a failure to meet a KPI Desired Outcome based on the Target Performance Levels;
"Performance Monitoring Period"	as set out in the table at Annex A to Part A of this Schedule;
"Performance Monitoring Reports"	has the meaning given to it in paragraph 5.2 to Part B of this Schedule;
"Performance Review Meetings"	has the meaning given to it in paragraph 5.3 to Part B of this Schedule;
"Service Credit(s)"	the service credits set out in Table 1 at paragraph 3.4 of this Schedule and at Annex A to Part A of this Schedule;
"Service Credit KPIs"	KPIs 4-7 as set out in the table at Annex A to Part A of this Schedule;
"Service Credit Cap"	5% of the Charges (excluding Set-Up Costs (as defined in Order Schedule 5)) payable by the Buyer to the Supplier for the Services;
"Supplier Performance Management Information"	the information to be provided by the Supplier in accordance with paragraph 4.12 of Order Schedule 20 (Specification);

"Target Performance Levels"	as set out in the table at Annex A to Part A of this Schedule;

2. What happens if you don't meet the KPIs

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Target Performance Levels for each KPI.

2.2 If the Supplier fails to meet the minimum Target Performance Levels in respect of a Financial Performance Incentive KPI then the Buyer shall be entitled to retain the Financial Performance Incentive relating to such KPI.

2.3 The Supplier acknowledges that a failure to meet the Target Performance Levels in respect of the Service Credit KPIs shall entitle the Buyer to the rights set out in Part A of this Schedule, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet such Service Credit KPI.

2.4 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.

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

2.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap;

2.5.2 the relevant KPI does not have a Service Credit attached;

2.5.3 the KPI Failure:

(a) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(b) results in the corruption or loss of any Government Data; and/or

(c) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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

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

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

2.6.2 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

2.6.3 there is no change to the Service Credit Cap.

Part A: KPIs and Service Credits

1. General

1.1 The Buyer shall determine whether a KPI has been met, based on the information provided in the Performance Monitoring Report.

1.2 Where necessary, the Buyer may request further information beyond that provided in the Performance Monitoring Report to enable it to determine whether a KPI has been met.

2. Financial Performance Incentive KPIs

2.1 Provided that the Supplier has demonstrated to the Buyer's reasonable satisfaction that they have met the Target Performance Levels for the Financial Performance Incentive KPI at the end of the relevant Performance Monitoring Period, then the Buyer shall pay the relevant Financial Performance Incentive to the Supplier. The Buyer will use the Performance Monitoring Reports provided by the Supplier, together with the predetermined scales set out in the table at Annex A to Part A of this Schedule, to determine the level of the Financial Performance Incentive to be paid to the Supplier in accordance with Order Schedule 5 (Pricing Details).

2.2 If the Supplier fails to achieve the minimum Target Performance Levels for a Financial Performance Incentive KPI by the end of the relevant Performance Monitoring Period, then the Buyer shall be entitled to keep the Financial Performance Incentive.

3. Service Credits

3.1 If the level of performance of the Supplier is likely to or fails to meet any KPIs, then 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:

3.1.1 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 KPI Failure from taking place or recurring; and/or

3.1.2 if a KPI Failure has occurred, deduct the applicable Service Credits set out in the table at Annex A to Part A of this Schedule from the Monthly Charge in accordance with Order Schedule 5 (Pricing Details).

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

3.3 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 Order Schedule 5 (Pricing Details).

3.4 The amount of Service Credits for each Service Credit KPI is outlined in Table 1 below and at Annex A of this Schedule. The total sum of Service Credits shall not exceed the Service Credit Cap.

Table 1: KPI Summary Table

KPI	Service Credits	Performance Measurement Period by number of months	Service Credit Per Month
KPI 4	1%	2	0.500%
KPI 5	1.5%	23	0.065%
KPI 6	1.5%	2	0.750%
KPI 7	1%	23	0.043%
TOTAL	**5%**		**4.985%**

3.5 The Service Credits shall be calculated as follows:

Service Credits ÷ Performance Measurement Period (by number of Months) = Service Credits to be applied on the following Month's invoice.

3.6 Service Credits Worked Example for KPI 4:

KPI 4 Service Credit = 1%

Performance Measurement Period = February 2023 & October 2023 = 2 Months

1% ÷ 2 = 0.5% - Deduction to be applied in the following Month's invoice.

4. KPIs with no Financial Performance Incentive or Service Credits

4.1 KPIs 8-13 have no Financial Performance Incentive or Service Credits attached.

4.2 The Buyer will use the Performance Monitoring Reports supplied by the Supplier to determine whether a KPI has been met. Where the Supplier meets KPIs 8-13, the Buyer shall not provide any additional payment and failure to meet these KPIs shall not result in the application of a Service Credit.

Annex A to Part A: Key Performance Indicators and Service Credits Table

Table 2: Key Performance Indicators and Service Credits Table

FINANCIAL PERFORMANCE INCENTIVE KPIS

KPI No.	KPI Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Financial Element
1	**Turing 1 2021/22 Services & Grant Payments** The Supplier has delivered the remainder of the academic year 2021/22 services and grants. Beneficiaries continue to be paid accurately and on time and in accordance with the payment plan.	Paragraph 3.1 of Order Schedule 20 (Specification) – Residual Turing 1 Services	The Supplier has paid all grant recipients accurately and on time during the academic year 2021/22.	Monthly between April 2022 – December 2022	The Supplier must provide the following evidence as a minimum relating to the provision of funding to providers: (i) progress of grant agreements and funding to include the volume of grant agreements signed; the number of outstanding grant agreements with the Supplier and/or grant recipient; (ii) to be broken down into educational sector, and by each of the four nations of the UK; and (iii) reporting on how many payments have been made on time.	Evidence collected through monthly Supplier Performance Management Information relating to grant payments	Up to 2.5% of the Charges (excluding Set-up Costs, as set out in Order Schedule 5 (Pricing Details)) as follows: Where 85% to 89% of the target performance is met, 50% of the Financial Element will be paid. Where 90% to 94% of the target performance is met, 75% of the Financial Element will be paid. Where 95% to 100% of the target performance is met, 100% of the Financial Element will be paid.

KPI No.	KPI Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Financial Element
2	**Turing 2 2022/23** **Project Assessment Board (PAB)** The Supplier prepares and provides the PAB with the required documentation in accordance with the agreed deadlines so the Board can review the grant funding recommendations proposed by the Supplier.	Paragraph 2.1 of Order Schedule 20 (Specification) – Programme policy principles Paragraph 2.2 of Order Schedule 20 (Specification) – Global Britain; Levelling Up; Value for the Taxpayer and Developing Key Skills. Paragraph 4.5 of Order Schedule 20 (Specification) The Assessment of Applications	At the PAB, the Supplier Performance Management Information prepared by the Supplier for the Buyer provides evidence that: (i) 100 % of applications presented to the PAB are from eligible applicants and are capable of funding; (ii) at least 90% of the Programme fund can be allocated; and (iii) that 100% of applications to be approved by the PAB meet the policy aims outlined in paragraph 2.1 of Order Schedule 20 (Specification).	Measured following Project Assessment Board	The Supplier must provide the following evidence as a minimum: (i) progress of the application assessment phase including consideration of budget management and allocation to respond to demand; (ii) the applications for approval directly evidence Global Britain, Levelling Up, Value for the Taxpayer and Developing Key Skills; and (iii) progress of assessment (assessment to start/in progress/complete).	Evidence provided by the Supplier in support of the Approvals Board meeting.	Up to 5% of the Charges (excluding Set-up Costs, as set out in Order Schedule 5 (Pricing Details)) as follows: Where 1 out 3 of these is met, 30% of the Financial Element will be paid. Where 2 out of 3 of these is met, 60% of the Financial Element will be paid. Where 3 out of 3 of these is met, 100% of the Financial Element will be paid. Where target performance level ii (at least 90% of the Programme fund can be allocated) has not been met due to evidenced circumstances beyond the Supplier's control, the Financial

KPI No.	KPI Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Financial Element
							Performance Incentive would still be payable.
3	**Turing 2 2022/23+ - Grant Award Payments** Grant agreements are made based on accurate information, and beneficiaries are paid accurately in accordance with the grant rates and on time in accordance with their payment plan to enable mobilities to take place.	Paragraph 4.6 of Order Schedule 20 (Specification) Grant Agreement & Funding. Paragraph 4.7 of Order Schedule 20 (Specification) Financial Control, Payment of Funding to Beneficiaries and Recovery of Funds.	The Supplier has paid all grant recipients accurately and on time during the academic year 2022/23.	Monthly between September 2022 to end August 2023	The Supplier must provide the following evidence as a minimum: (i) progress of grant agreements and funding to include the volume of grant agreements signed; the number of outstanding grant agreements with the Supplier and/or grant recipient; (ii) to be broken down into educational sector, and by each of the four nations of the UK; and (iii) reporting on how many payments have been made on time.	Evidence collected through monthly Supplier Performance Management Information relating to grant payments	Up to 2.5% of the Charges (excluding Set-up Costs, as set out Order Schedule 5 (Pricing Details)) as follows: Where 85% to 89% of the target performance is met, 50% of the Financial Element will be paid. Where 90% to 94% of the target performance is met, 75% of the Financial Element will be paid. Where 95% to 100% of the target performance is met, 100% of the Financial Element will be paid

SERVICE CREDIT KPIs

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Service Credits
4	**Recoveries** Ensure that any recovery action is taken in a timely manner and funds are recovered promptly and fully.	Paragraph 4.7of Order Schedule 20 (Specification) – Financial Control, Payment of Funding to Beneficiaries and Recovery of Funds	For Turing 1 2021/2022, all necessary action is taken to recover unused grants eligible for recovery by 28 February 2023. For Turing 2 2022/23, 100% of recovery actions for unused grants are logged and recovery work has commenced by 31 October 2023.	February 2023 & October 2023	To be assessed through regular reporting throughout the recovery period.	Recovered funds as a percentage of total funds liable for recovery.	March 2023 – 0.5% November 2023 – 0.5%
5	**IT Service Availability** Ensure that technical services are performing to required standards, and that for all elements of the IT Service	Paragraph 4.1 of Order Schedule 20 (Specification) Promoting the Scheme Annex A to Order Schedule 20 (Specification).	For the IT Service to meet the required standards, the IT Service must deliver an average up time of 99.5% for the front and back end systems	February 2022 to end of August 2023: Throughout core hours (Monday – Friday 08.00 to 18.00) during the full term of the IT service.	Monthly reports to be provided to the Buyer.	Supplier to measure IT service down time each month.	1.5% (0.065% per Month across the Performance Monitoring Period)

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Service Credits
	(as defined in paragraph 4.1 of Order Schedule 20 (Specification) such as website and application portal uptime is 99.5%, with any issue resolved in a timely manner.						
6	**Compliance Checks** The supplier to carry out compliance on all aspects of its service delivery.	Paragraphs 3.1 and 4.17 of Order Schedule 20 (Specification) Governance, Audit & Risk Management of the scheme	a) Complete all remaining Compliance checks on Turing 1 projects by December 2022. b) By December 2023, compliance checks must be completed on no less than 15% of all contracted Turing 2 projects of which 70% must be targeted at high value and/or high risk applications.	December 2022 & December 2023	Supplier to provide the outcome of the compliance review by: i) 31st July 2022 for Turing 1 projects; and ii) 31st July 2023 for Turing 2 projects.	Compliance Report	December 2022 – 0.75% December 2023 – 0.75%

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Service Credits
7	**Supplier Performance Management Information** The Supplier must submit to the Buyer all Supplier Performance Management Information in accordance with the requirements of Paragraph 4.12 of Order Schedule 20 (Specification).	Paragraph 4.12 of Order Schedule 20 (Specification) - Supplier Performance Management including Key Performance Indicators	100% Supplier Performance Management Information submitted by the date requested (including) other documents that may be requested by the Buyer.	Each Contract Month from the Order Start Date	(i) Supplier Performance Management Information and updated versions of other documents referred to in column one are received by the Buyer by the date required by this Contract. (ii) Supplier Performance Management Information is accurate and complete and covers all relevant information, data and reports as specified in the Supplier Performance Management Information and reporting requirements. (iii) Updated versions of the documents referred to in column	See Paragraph 4.12 of Order Schedule 20 (Specification)	1% (0.043% per Month across the reporting period)

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology	Service Credits
					one include all relevant updates.		

KPIS WITH NO SERVICE CREDITS/FINANCIAL INCENTIVE

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology
8	**Programme Evaluation** Full cooperation with the Buyer's third party research supplier and provision of information determine the impact of the scheme.	Paragraph 4.8 of Order Schedule 20 (Specification) Support to the Evaluation of the Turing Projects	To fully co-operate with the Authority's research supplier, the Supplier must: (i) Provide 100% of information for participating institution and for each project in accordance with the information outlined at paragraph 4.8.9 of Order Schedule 20 (Specification).	Information at Paragraph 4.8.9 of Order Schedule 20 (Specification) to be shared with the Buyer within four weeks of the application deadline and the assessment deadline	Supplier Performance Management Information on the progress of the Supplier supplying information to the third party supplier for the purposes of evaluation of the Turing programme.	See Paragraphs 4.8.10 and 4.13 of Order Schedule 20 (Specification).
9	Customer Satisfaction Survey.	Paragraph 4.9 of Order Schedule 20 (Specification) Customer Satisfaction	The Customer Satisfaction survey shall: (i) Ensure all applicants are sent a customer satisfaction survey to assess their satisfaction with their experience of the Services including but not limited to: a. Scheme Promotion b. The application Process c. Receipt of accurate Grant Agreement and timely Payment	Annually and measured in July	A report to be produced following completion of the survey period and shared with the Buyer	Online questionnaire to all applicants. This survey should achieve a minimum response rate of 50% of those surveyed to be valid. Formula to produce CSAT score = (Total No. of 4 or 5 scores ÷ total no of responses) x 100

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology
			2. To achieve a Customer Satisfaction Score (CSAT) of at least 70%. Scale of rating to be used: 5 = very satisfied 4 = satisfied 3 = neither satisfied or dissatisfied 2 = dissatisfied 1= very dissatisfied			
10	Driving promotional activities to gain at least 432 total eligible applications to be taken to the PAB and achieve an additional 5% increase in applications year on year.	Paragraph 4.1.10 of Order Schedule 20 (Specification).	For the 2022 PAB, there should be at least: (i) 146 applications from HE establishments (ii) 149 applications from FE/VET establishments (iii) 137 applications from schools	Annually and measured in September	Quarterly reports to the Buyer on marketing spend against budget.	Analysis of eligible applications received per sector to be compared to numbers received in previous years.
11	Drive promotional activity to avoid under-participation by any of the four nations of the UK, for any of the sectors (HE, VET, schools).	Paragraph 4.1.9 of Order Schedule 20 (Specification).	As result of the promotional activity undertaken by the Supplier, the percentage of applications for each sector in each UK nation should be representative of the Barnett ratio applicable at the time.	Annually, after PAB	Quarterly reports to the Buyer on marketing spend against budget.	Analysis of successful applications per nation to reviewed following the PAB.

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology
12	**Levelling Up** Increase the number of under-represented participants taking part in mobilities. Drive promotional activity to education providers located in geographical areas of socio-economic disadvantage across the UK	Paragraph 4.1.11 of Order Schedule 20 (Specification).	As result of the promotional activity undertaken by the Supplier, and following the PAB, the Supplier shall measure: (i) The percentage of HE participants in receipt of additional grant funding for disadvantage or disability. (ii) The percentage VET/FE participants in receipt of additional grant funding for disadvantage or disability. (iii) The total Schools participants in receipt of additional grant funding for disadvantage or disability. (iv) number of applications received from schools and	Annually, measured after final numbers of participants have been confirmed following final reporting	Quarterly reports to the Buyer on marketing spend against budget. Supplier Performance Management Information produced following the PAB.	Analysis of successful applications per nation to reviewed following the PAB.

KPI No.	KPI (Desired Outcome	Relevant Service Requirements	Target Performance Levels	Performance Monitoring Period	Performance Evidence	Measurement Methodology
			FE/VET settings in geographical areas of socio-economic disadvantage. (v) number of approved projects from schools and FE/VET settings in geographical areas of socio-economic disadvantage.			
13	**Global Britain** In line with the Turing Scheme being a global scheme, increase the number of mobilities to non-European countries.	Paragraph 4.1.10 of Order Schedule 20 (Specification)	The Supplier shall measure the number of mobilities taking place in non-European countries.	Annually, after PAB	Supplier Performance Management Information produced following the PAB.	Analysis of successful applications per destination to reviewed following the PAB.

Part B: Performance Monitoring

5. Performance Monitoring and Performance Review

5.1 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 KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

5.2 The Supplier shall provide the Buyer with performance monitoring reports each Month ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 5.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Month just ended:

5.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Month;

5.2.2 a summary of all failures to achieve KPIs that occurred during that Month;

5.2.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

5.2.4 the Service Credits to be applied in respect of the relevant period indicating the failures and KPIs to which the Service Credits relate;

5.2.5 the relevant performance evidence required for each KPI as set out in the table at Annex A to Part A of this Schedule; and

5.2.6 such other details as the Buyer may reasonably require from time to time.

5.3 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:

5.3.1 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;

5.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

5.3.3 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.

5.4 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.

5.5 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 and/or Financial Performance Incentives for any specified Month.