

## Schedule 10 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Award 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.
- 2.3.1 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.4 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 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:
- 2.4.1 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;
- 2.4.2 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. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure the Buyer retains the right to terminate this Contract in accordance with the Termination rights in the Core Terms

## 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; and/or
- 1.2.3 if a Critical Service Level Failure has occurred, exercise its right to terminate for Material Default-

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

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
Supplier adherence to the provision of fortnightly Performance Monitoring Reports to the Buyer, details of the contents of which are to be agreed post award	Supplier's provision of the required reports	100%
Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times
Access to Buyer support Mon-Fri 8am – 6pm	Availability	at least 98% at all times
Meet Milestone completion date provided as part of Suppliers proposal to within +/- (10 Working Days)	Completion of all aspects of the requirement for the specific Milestone	At least 100% at all times
Meet Phase completion date provided as part of Suppliers proposal to within +/- (10 Working Days)	Completion of the demonstration for the specific Phase	At least 100% at all times
Social Value - Create employment opportunities, prioritise diversity and inclusion, and encourage skills development	Collect relevant data to track progress towards the defined objectives and KPIs, using surveys, interviews, observations and monitoring data sources	Positive feedback and results from surveys etc
Social Value - Ensuring equal representation and opportunities for underrepresented groups within our organisation	Tracking the percentage of employees from diverse backgrounds and monitor employee satisfaction scores by demographic group	Results of monitoring demonstrating increase in diversity and equality in the organisation during the

**Schedule 10 (Service Levels)**

Crown Copyright 2020

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
		course of the project
Social Value - Undertake skills development that directly aligns with the technologies utilised and the current operations of Streeva enabling continued high growth and innovation within our organisation, focusing on equipping the workforce with cutting-edge technical skills and knowledge required to thrive in the era of disruptive technologies	Increase in digital skills of staff and stakeholders	Key metrics will include the number of individuals completing training programs and feedback on the effectiveness of their new developments.

## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1 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.
- 1.2 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:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - 1.2.5 such other details as the Buyer may reasonably require from time to time.