

Schedule 8 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	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 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 any Service Level Performance Measure.
- 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.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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 of the Core Terms (Buyer Termination Rights).

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 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:

2.5.1 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

2.5.3 there is no change to the Service Credit Cap.

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 **Error! Reference source not found.** 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

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 calculation formula in the Annex to Part A of this Schedule.

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

The tables below set out the Key Performance Indicators (KPIs), the Service Credit scheme (should performance fall below the minimum expected levels) and the range of levels of performance (e.g. Red, Amber, Green) for each KPI which shall apply to the Contract.

Table 1 – Contract KPIs

	KPI	Proportion	Measured by:
1	Proportion of Technical Assessors mobilised within 2 weeks of BEIS notifying supplier with number/type of applications.	100%	List of mobilised assessors from Supplier
2	Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 3 weeks of assessors receiving them. (NB. KPI 2 and 3 may be revised depending on the number and type of applications received)	80%	Review of returned assessments by BEIS
3	Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 4 weeks of assessors receiving them. (NB. KPI 2 and 3 may be revised depending on the number and type of applications received)	100%	Review of returned assessments by BEIS
4	Proportion of moderation meetings attended and chaired within 1 week of assessments being completed and returned.	80%	Confirmation of meetings and attendance from Lead Assessors
5	Proportion of moderation meetings attended and chaired within 2 weeks of assessments being completed and returned.	100%	Confirmation of meetings and attendance from Lead Assessors
6	Proportion of final scores returned by Lead Assessor within 6 weeks of receiving application, including where appropriate clarification or further scrutiny conducted.	100%	Review of returned final scores by BEIS
7	Proportion of successful projects with M&V plans of acceptable quality developed within 8 weeks of Technical MOs being assigned to the project. (NB. Dependent on project representatives being cooperative and providing information in a timely fashion.)	80%	Review of filed M&V plans by BEIS
8	Proportion of Monitoring Review meetings attended by the Tech MO or a suitable deputy	100%	Confirmation of meeting and attendance from BEIS MO
9	Proportion of summary Monitoring reports submitted within 2 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project	90%	Review of Monitoring reports by BEIS

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	lifetime), including appropriately standardised data reported and/or apportioned to be on a consistent basis. (NB. As these reports are produced in conjunction with BEIS Monitoring Officers, delays caused by BEIS personnel will not be considered as part of this KPI)		
10	Proportion of summary Monitoring reports submitted within 3 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project lifetime), including appropriately standardised data reported and/or apportioned to be on a consistent basis (NB. As these reports are produced in conjunction with BEIS Monitoring Officers, delays caused by BEIS personnel will not be considered as part of this KPI)	100%	Review of Monitoring reports by BEIS

During the lifetime of the Contract, these KPIs will be reviewed quarterly as part of a review meeting between the BEIS Intelligent Client Function, the BEIS TSS Contract Manager and the Supplier.

It is expected that all KPIs will be achieved in line with the KPI Service Level Threshold and ongoing discussion with the Supplier will reflect this. Service Credits will only be applicable if the KPI performance falls below the KPI Service Level Threshold.

The value of a Service Credit for this requirement has been set at £500 (per service credit) based on a conservative estimate of a typical technical man-day worth of effort.

Table 2 – Service Credits

Service Levels – Measured Quarterly				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1. Proportion of Technical Assessors mobilised within 2 weeks of BEIS notifying supplier with number/type of applications	Availability	100% within 2 weeks of notice.	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.

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<p>2. Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 3 weeks of assessors receiving them</p> <p>(NB. KPI 2 and 3 may be revised depending on the number and type of applications received)</p>	Timelines	at least 80% within 3 weeks of receiving applications.	80%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure.
<p>3. Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 4 weeks of assessors receiving them.</p> <p>(NB. KPI 2 and 3 may be revised depending on the number and type of applications received)</p>	Timelines	100% within 4 weeks of assessors receiving applications.	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.
<p>4. Proportion of moderation meetings attended and chaired within 1 week of assessments being completed and returned</p>	Timelines	at least 80% within 1 week of assessments being completed and returned.	80%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure.
<p>5. Proportion of moderation meetings attended and chaired within 2 weeks of assessments</p>	Timelines	100% within 2 weeks of assessments being	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.

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being completed and returned.		completed and returned.		
6. Proportion of final scores returned by Lead Assessor within 6 weeks of receiving application, including where appropriate clarification or further scrutiny conducted.	Timelines	100% of final scores returned by Lead Assessor within 6 weeks of receiving application.	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.
7. Proportion of successful projects with M&V plans of acceptable quality developed within 8 weeks of Technical MOs being assigned to the project. (NB. Dependent on project representatives being cooperative and providing information in a timely fashion.)	Timelines	at least 80% of M&V plans of acceptable quality developed within 8 weeks of Technical MOs being assigned to the project.	80%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.
8. Proportion of Monitoring Review meetings attended by the Tech MO or a suitable deputy	Availability	100% of Monitoring Review meetings attended.	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.
9. Proportion of summary Monitoring reports submitted within 2 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project lifetime), including appropriately standardised data	Timelines	at least 90% within 2 weeks of each quarterly review meeting or six-month meeting (during project lifetime).	90%	0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure.

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reported and/or apportioned to be on a consistent basis. (NB. As these reports are produced in conjunction with BEIS Monitoring Officers, delays caused by BEIS personnel will not be considered as part of this KPI)				
10. Proportion of summary Monitoring reports submitted within 3 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project lifetime), including appropriately standardised data reported and/or apportioned to be on a consistent basis. (NB. As these reports are produced in conjunction with BEIS Monitoring Officers, delays caused by BEIS personnel will not be considered as part of this KPI)	Timelines	100% within 3 weeks of each quarterly review meeting or six-month meeting (during project lifetime).	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.

Worked Example:

Over the course of the quarter, the supplier achieved KPI 1 (Proportion of Technical Assessors mobilised within 2 weeks of BEIS notifying supplier with number/type of applications) 94% of the time.

As the Service Credits scheme is applicable to performance under 100%, there will be Service Credits applied on (100% - 94%) 6%.

The Service Credit will be 0.5% for every percentage. Therefore, $0.5\% \times 6 = 3$ Service Credits will be applied to the next invoice.

Table 3 - KPI Ranges

KPI	Description	KPI % Range Green	KPI % Range Amber	KPI % Range Red
1	Proportion of Technical Assessors mobilised within 2 weeks of BEIS notifying supplier with number/type of applications.	100	99 to 80	79 or below
2	Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 3 weeks of assessors receiving them.	100 to 80	79 to 60	59 or below
3	Proportion of applications reviewed and returned fully completed and to a high standard, with initial scores, feedback and benefits calculations complete, within 4 weeks of assessors receiving them.	100	99 to 80	79 or below
4	Proportion of moderation meetings attended and chaired within 1 week of assessments being completed and returned.	100 to 80	79 to 60	59 or below
5	Proportion of moderation meetings attended and chaired within 2 weeks of assessments being completed and returned.	100	99 to 80	79 or below
6	Proportion of final scores returned by Lead Assessor within 6 weeks of receiving application, including where appropriate clarification or further scrutiny conducted.	100	99 to 80	79 or below
7	Proportion of successful projects with M&V plans of acceptable quality developed within 8 weeks of Technical MOs being assigned to the project.	100 to 80	79 to 60	59 or below
8	Proportion of Monitoring Review meetings attended by the Tech MO or a suitable deputy	100	99 to 80	79 or below
9	Proportion of summary Monitoring reports submitted within 2 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project lifetime), including appropriately standardised data reported and/or apportioned to be on a consistent basis.	100 to 90	89 to 80	79 or below
10	Proportion of summary Monitoring reports submitted within 3 weeks of each quarterly review meeting (during project delivery)/6-month meeting (during project lifetime), including appropriately standardised data reported and/or apportioned to be on a consistent basis	100	99 to 80	79 or below

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;
 - 1.2.5 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
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 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:
 - 1.3.1 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;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 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.

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- 1.4 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.
- 1.5 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.

2. Satisfaction Surveys

- 2.1 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.