**Order Schedule 14 (Service Levels)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| **"Service Level Failure"** | 1. means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| **"Service Level Performance Measure"** | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule and any additional service level performance measures expressly provided for in a Statement of Work; and |
|  |  |

1. **What happens if you don’t meet the Service Levels**
   1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
   2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
   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.
   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:
      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. 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. there is no change to the Service Credit Cap.

**Part A: Service Levels and Service Credits**

1. **Service Levels**

If the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure,

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. 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 from taking place or recurring;
    2. instruct the Supplier to comply with the Rectification Plan Process.

**Annex A to Part A: Services Levels**

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| Service Levels | | |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure |
| Accurate and timely billing of Buyer | Accuracy /Timelines | at least 95% at all times |
| Achievement of Deliverables by the Delivery Dates set out in a Statement of Work (save where the failure to meet a Delivery Date is due to an Authority Cause). (Where a CCN has changed the Delivery Date or enhanced the scope of Deliverables the revised Delivery Date agreed in the CCN will be reported against). | Timeliness | at least 95% at all times |
| Achievement of the Deliverables within the agreed cost as set out in a Statement of Work (or in a CCN where reduction/enhancement of the scope of Deliverables are agreed), save where the failure to deliver is as a result of an Authority Cause. | Accuracy | at least 95% at all times |
| Social Value Reporting – against targets set out in the Supplier’s bid | At least 30% female staff on UK and Ireland Executive leadership  50% female graduate hires  12% BAME representation on UK & Ireland Executive leadership  Providing the percentage of female BAME staff employed at Executive level  Providing the percentage of graduate applications received from BAME students  Confirmation of the number of apprentices recruited in last 12 months | Annual Report detailing performance against Key Indicators and where Key Indicators have not been met, the Supplier’s plan to meet the Key Indicators and demonstrate continuous improvement. |
| Social Value Initiatives Annual Update | Disability Confident Leader accreditation renewal  Continued adoption of the Good Work Plan  Provision of a detailed summary of initiatives undertaken in last 12 months designed to reduce workplace inequalities and a summary of the outcomes afforded by these initiatives. | Annual Update detailing performance against Key Indicators and the Supplier’s plan for continuous improvement |

**Part B: Performance Monitoring**

**1. Performance Monitoring and Performance Review**

* 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.
  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 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
     1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
     2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
     3. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
     4. and
     5. such other details as the Buyer may reasonably require from time to time.
  3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Quarterly 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. 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;
     2. be attended by the Supplier's Representative and the Buyer’s Representative; and
     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.
  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. 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.

1. **Satisfaction Surveys**
   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.