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):

|  |  |
| --- | --- |
| “Service Level” | 1. means the expected standard to satisfactorily meet the deliverables specified;
 |
| "Service Level Failure" | 1. means a failure to meet the expected standard.
 |
|  |  |

1. How will Service Levels be applied
	1. The Buyer expects technical professional standards to be met through the project.
	2. Any concerns relating to the standard of the research design, implementation or deliverables will be raised immediately by the Buyer.
	3. If a satisfactory course of action or explanation cannot be agreed, and The Buyer remains concerned by the standard of the work, the result is a Service Level Failure.
2. Service Levels and payment
	1. Payment to The Supplier will be made in 3 instalments, following satisfactory delivery of pre-agreed products and deliverables.
	2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
		1. Payment Milestone 1 – Follows research design, signed off materials and commencement of recruitment
		2. Payment Milestone 2 – Follows the conclusion of field work, with an achieved sample that reasonably meets agreed quotas and geographic spread, as well as provision of interim findings
		3. Payment Milestone 3 – Follows the delivery of a final report signed off by The Buyer
3. What happens if you don’t meet Service Levels
	1. The Supplier shall at all times provide the Deliverables to meet or exceed the standard for each Service Level.
	2. If the level of performance of The Supplier is likely to or has resulted in a Service Level Failure, The Supplier shall immediately notify The Buyer.
	3. The Supplier acknowledges that any Service Level Failure shall entitle The Buyer to withhold payment until deliverables up to and including the payment milestone are met.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
	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. 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;
		2. instruct the Supplier to comply with the Rectification Plan Process;
		3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
		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)Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
1. RDU will then fulfil invoicing from the supplier, on behalf of both parties.
	1. Payments to the supplier will be made at 3 points, after delivery of key milestones. Payment milestone 1: recruitment of participants and sign off of field materials; payment milestone 2: provisional thematic analysis and identification of gaps; payment milestone 3: final report approved by both Parties for publication.
	2. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
	3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Payment milestone 1

Follows the research design, development of materials and commencement of recruitment

Payment milestone 2

Follows the conclusion of field work and provision of interim findings

Payment Milestone 3

Follows the delivery of a final report signed off by both Cabinet Office and the Office for national statistics

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. details of any Critical Service Level Failures;
		4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
		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
		6. 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 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. 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.
2. 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.