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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| “Critical Service Level Failure” | 1. has the meaning given to it in Part B of this Schedule; |
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| "Service Level Failure" | 1. means any failure to meet the Service Level Performance Measure or implement the actions identified in the Annex to Part A of this Schedule; |
| "Service Level Performance Measure" | 1. shall mean the requirement identified as such set out in the Annex to Part A of this Schedule; |
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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 Measures .
   2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to exercise any of the rights set out in Part A of this Schedule without prejudice to any other rights or entitlements under the Contract (including without prejudice any right of indemnification or to seek damages or exercise a right to terminate the Agreement).
   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. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

* 1. 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 3 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

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; and/or
    3. 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).

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 its performance in delivering the Services 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 Deliverable, the actual performance achieved for the relevant Service Period;
      2. a summary of all Service Level Failures 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;

; and

* + 1. such other details as the Buyer may reasonably require from time to time.
  1. 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.
  2. 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.
  3. 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.

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.

**Annex to Part of Schedule 14**

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|  | Service Level Performance Measure | Actions |
| 1 | Questionnaire to be developed 2 months prior to fieldwork commencement, the questionnaire as a minimum must meet the standards of previous questionnaires.  Note: The parties acknowledge that delays to the questionnaire will impact on fieldwork timing and will create an unacceptable risk to the successful delivery of the project. | The Supplier shall keep the Buyer updated on the questionnaire and any delays and possible impacts to the fieldwork timings, by keeping an updated project timeline and risk register. Risks to the project shall be communicated during monthly contract meetings with mitigations agreed between the Buyer and the Supplier. |
| 2 | Fieldwork is delivered by the agreed timetable, a total of approximately 11,000 interviews are required for wave 10. This is inclusive of a Welsh language questionnaire which shall be provided upon request by the Supplier.  Attrition rates amongst businesses being surveyed must be minimised and the Supplier must demonstrate continuous improvement in minimising attrition rates during the course of the Services. The services are required to be undertaken in accordance with the Supplier’s Proposals to achieve a rate of attrition over each of waves 10 and (if applicable), 11 and 12 which is less than 45% per wave (measured from commencement of that wave). | The Supplier shall provide the Buyer with monthly progress reports via email to the Buyer’s contract manager. The reports shall as a minimum detail any delays with mitigations, details of attrition rates and how the Supplier is minimising attrition and intending to improve on the achievement of the Service Level Performance Measure. |
| 3 | Three research reports are required as part of wave 10, one for businesses with no employees, one for SME employers and one for findings from the longitudinal data.  The Supplier shall also produce a comprehensive technical report for publication.  All reports shall be produced in accordance with good industry practice and as a minimum meet equivalent standard, of quality, analysis, accessibility, clarity, rigour and dependability as reports produced for previous waves (as reflected in the link below).  <https://www.gov.uk/government/collections/small-business-survey-reports#2022> | Word documents shall be assessed for accessibility upon receipt. Documents which do not meet one or more of the following checkpoints will be returned for re-working at the Suppliers cost <https://gss.civilservice.gov.uk/policy-store/making-analytical-publications-accessible/>.  Excel documents supplied shall be assessed for accessibility upon receipt. Tables which do not meet one or more checkpoints will be returned for re-working at the Supplier’s cost <https://gss.civilservice.gov.uk/policy-store/releasing-statistics-in-spreadsheets/#section-13> |