

## 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 Credits"</b>	any service credits agreed pursuant to a Statement of Work being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</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>	means the service level performance measure applied to a Work Package (B) Deliverable as set out against the relevant Service Level as agreed pursuant to a Statement of Work.
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level as may be agreed pursuant to a Statement of Work.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Work Package (B) 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 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.3.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 2.3.2 the Service Level Failure:
    - a) exceeds the relevant Service Level Threshold;

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- 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
- 2.3.3 the Buyer is also entitled to or does terminate this Contract or a Statement of Work 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 detailed in the Statement of Work for that Work Package (B) Deliverable;
  - 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
  - 2.4.3 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! Not a valid bookmark self-reference.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or a Statement of Work and/or to claim damages from the Supplier for material Default.

### 4. Performance Monitoring Reports

The Supplier shall send Performance Monitoring Reports to the Buyer detailing (a) the level of service and Social Value KPIs achieved in relation to the Work Package (B) Deliverables and (b) the KPIs and Social Value KPIs achieved in relation to the Work Package (A) Deliverables, in each case in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

## Part A: Service Levels and Service Credits

### 1. Service Levels

- 1.1. If the level of performance of the Supplier:
- (a) is likely to or fails to meet any Service Level Performance Measure; or
  - (b) 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.a.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.a.2 instruct the Supplier to comply with the Rectification Plan Process;
  - 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
  - 1.a.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 Work Package (B) Deliverables and do not include VAT. The Supplier and Buyer shall agree the method for the application of Service Credits in each Statement of Work.

## **Annex A to Part A: Suggested Service Levels Areas for Work Package (B) Deliverables**

1.1. When agreeing a Statement of Work for Work Package (B) Deliverables through the Work Package (B) commissioning process (Schedule 38), the Buyer and Supplier may agree Service Levels in the following areas (this is not an exhaustive list and further areas for measuring may be agreed where appropriate to the Work Package (B) Deliverables commissioned):

1.1.1. Quality of Service

1.1.2. Timeliness of delivery

1.1.3. Availability

1.1.4. Experience Improvement

1.1.5. Positive Reviews of the UK Pavilion experience and content

## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1. Within ten (10) Working Days of:
  - 1.1.1. the Start Date, the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of the KPIs and Social Value KPIs in relation to the Work Package (A) Deliverables will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible; and
  - 1.1.2. each Statement of Work the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and the Social Value KPIs in relation to the Work Package (B) Deliverables 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 the paragraph above which shall contain:
  - 1.2.1. in respect of the Work Package (A) Deliverables, as a minimum, performance against the KPIs and the Social Value KPIs stated in the tables at Annex A (Work Package (A) Deliverables Key Performance Indicators) and Annex B (Social Value KPI(s)) to this Part B respectively; and
  - 1.2.2. in respect of the Work Package (B) Deliverables, as a minimum, the following information in respect of the relevant Service Period just ended:
    - 1.2.2.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
    - 1.2.2.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
    - 1.2.2.3. details of any Critical Service Level Failures;
    - 1.2.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
    - 1.2.2.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;
    - 1.2.2.6. such other details as the Buyer may reasonably require from time to time; and
    - 1.2.2.7. performance against the Social Value KPI(s) stated in the table at Annex B (Social Value KPI(s)) to this Part B.

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- 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.
- 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, in respect of any Work Package (B) Deliverables, the calculations of the amount of any 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.

## Annex A to Part B – Work Package (A) Deliverables Key Performance Indicators

This table contains the Key Performance Indicators (KPIs) applicable to and to be reported on for the Work Package (A) Deliverables.

### KPIs for Work Package (A) Deliverables

KPI	Key Indicator	Target	Failure	Frequency of reporting against KPI	Publishable KPI
Accurate and timely billing of Buyer	Accuracy /Timelines	100% on time and accurate	Below 100%	Monthly	Yes
Responding to the Buyer in a timely manner	Acknowledgement to Buyer queries within 24 hours of receipt	90% of queries from the Buyer are acknowledged within 24 hours of receipt	< 70%	Monthly	Yes
Payment of Subcontractors in a timely manner	Subcontractors are paid within 30 days of receipt of a valid, undisputed invoice	100%	Below 100%	Monthly	Yes
Positive Feedback following testing of proposals (Deliverable 6 – testing on Deliverables 1-4)	% Positive feedback from stakeholders identified by the Buyer on the concept for the UK Pavilion produced by the Supplier under Deliverable 1  Note: the method for which feedback is measured (i.e., positive vs. negative) will be	>85% positive feedback	Below 65%	Following Testing (Deliverable 6)	Yes

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This table contains the Key Performance Indicators (KPIs) applicable to and to be reported on for the Work Package (A) Deliverables.

### KPIs for Work Package (A) Deliverables

KPI	Key Indicator	Target	Failure	Frequency of reporting against KPI	Publishable KPI
	agreed between the Buyer and Supplier during the Contract Term.				
Redrafts	Any redrafts – rework request on any Deliverable outputs are dealt with in a timely manner	Re-drafts/re-works are issued within 48 hours of the request 90% of the time	Redrafts / re-works take more than 48 hours and/or only 75% of the time	Per re-draft / re-work request	Yes
Achievement of Objectives	Proposed concept, content, and visitor experience (Deliverables 1, 2, and 3) look to achieve the UK's strategic objectives for participating in Expo 2025 Osaka (in the Buyer's opinion) as per the Specification at Schedule 02 of the Contract	Covers all objectives	Does not cover all objectives	Following review of Work Package (A) Deliverables outputs by the Buyer	Yes
Sponsor Involvement	Sponsors feel engaged, considered, and their objectives will be met in the propositions of the concept, content, visitor experience, and early pavilion design (Deliverables 1-4)	Majority (>85%) positive feedback from Sponsors  Note: measurement of feedback to be determined between Buyer and Supplier	<85% positive feedback from Sponsors	During Testing (Deliverable 6)	No



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This table contains the Key Performance Indicators (KPIs) applicable to and to be reported on for the Work Package (A) Deliverables.

**KPIs for Work Package (A) Deliverables**

KPI	Key Indicator	Target	Failure	Frequency of reporting against KPI	Publishable KPI
		during the Contract Term.			

## Annex B to Part B – Social Value KPIs

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measurement	Publishable Performance Information
Social Value KPI1 – Fighting Climate Change	To Be Agreed At Contract Initiation Based On Supplier's Tender	To Be Agreed At Contract Initiation Based On Supplier's Tender	To Be Agreed At Contract Initiation Based On Supplier's Tender	To Be Agreed At Contract Initiation Based On Supplier's Tender	YES