

## **SCHEDULE 3**

### **PERFORMANCE LEVELS**

## **Schedule 3 (*Performance Levels*)**

### **1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Available”</b>	has the meaning given in Paragraph 1.1 of Part B of Annex 1;
<b>“End User”</b>	any person authorised by the Authority to use the IT Environment and/or the Services;
<b>“Help Desk”</b>	the single point of contact help desk set up and operated by the Supplier for the purposes of this Contract;
<b>“Non-Available”</b>	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available;
<b>“Performance Monitoring Report”</b>	has the meaning given in Paragraph 1.2 of Part B;
<b>“Repeat KPI Failure”</b>	has the meaning given in Paragraph 3.1 of Part A;
<b>“Service Availability”</b>	has the meaning given in Paragraph 2 of Part B of Annex 1;
<b>“Service Downtime”</b>	any period of time during which any of the Services are not Available.

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### Part A: Performance Indicators and Service Credits

#### 1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

#### 2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

#### 3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

##### Repeat KPI Failures

- 3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.
- 3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

**SP =** the number of Service Points that shall accrue for the Repeat KPI Failure; and

**P =** the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

**[Worked example based on the following Service Points regime for Service Availability:]**

Service Availability Severity Levels	Service Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1

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Serious KPI Failure:	97.0% - 97.9%	2
Severe KPI Failure:	96.0% - 96.9%	3
KPI Service Threshold:	below 96%	4

#### **Example 1:**

If the Supplier achieves Service Availability of 98.5% in a given Measurement Period, it will incur a Minor KPI Failure for Service Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves Service Availability of 96.5%, it will incur a Severe KPI Failure and accordingly accrue 3 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 6 Service Points for the failure (i.e.  $SP = 3 \times 2$ ). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will again incur 6 Service Points.

#### **Example 2:**

If the Supplier achieves Service Availability of 96.5% in a given Measurement Period, it will incur a Severe KPI Failure for Service Availability in that Measurement Period and accordingly accrue 3 Service Points. If, in the next Measurement Period, it achieves Service Availability of 98.5%, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 2 Service Points for the failure (i.e.  $SP = 1 \times 2$ ). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 Service Points.]

#### **4 PERMITTED MAINTENANCE**

- 4.1 The Supplier shall be allowed to book Service Downtime for Permitted Maintenance which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

#### **5 SERVICE CREDITS**

- 5.1 Schedule 15 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.
- 5.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

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### **Part B: Performance Monitoring**

#### **1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

- 1.1 Prior to the IT Service Management Readiness (INT6) Interim Milestone, the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 Within 10 Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the “**Performance Monitoring Report**”).

#### **Performance Monitoring Report**

- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

#### **Information in respect of the Service Period just ended**

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;
- (e) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
  - (i) whether or not a Rectification Plan has been agreed; and
  - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (k) relevant particulars of any aspects of the Supplier’s performance which fail to meet the requirements of this Contract;
- (l) such other details as the Authority may reasonably require from time to time; and

#### **Information in respect of previous Service Periods**

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- (m) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (n) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;
- (o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

### **Information in respect of the next Service Period**

- (p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Service Period.

1.4 The Parties shall attend the Service Management Board on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports, in accordance with Schedule 21 (*Governance*).

1.5 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

## **2 PERFORMANCE RECORDS**

2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received, automated logs in tabular format etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request.

2.2 The Supplier shall ensure the data set(s) used in its performance monitoring, measurement and reporting processes will be made available to the Authority in accordance with Paragraph 2.3. The Supplier shall ensure the Authority is able to extract or export the data set(s) used in its performance monitoring, measurement and reporting processes in tabular format (e.g. .xlsx, .csv etc.).

2.3 The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.4 In addition to the requirement in Paragraph 2.1 and Paragraph 2.2 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.5 The Supplier shall ensure that the Performance Monitoring Report (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

## **3 PERFORMANCE VERIFICATION**

3.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

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Annex 1: Key Performance Indicators and Subsidiary Performance Indicators

Part A: Key Performance Indicators and Subsidiary Performance Indicators Tables

The Performance Indicators that shall apply to the Operational Services are set out below.

1 Key Performance Indicators

Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
KPI1	Service Availability of the Live Environment	See Paragraph 1 and Paragraph 2 of Part B of this Annex.	Monthly	Target Performance Level	99.99 %		Yes
				Minor KPI Failure	99.96 %-99.98 %	20 Service Points.	
				Serious KPI Failure	99.93 %-99.95 %	50 Service Points.	
				Severe KPI Failure	99.9 %-99.92 %	100 Service Points.	
				KPI Service Threshold	<99.9 %	200 Service Points.	
KPI2	Help Desk Response Times	See Paragraph 3 of Part B of this Annex.	Monthly	Target Performance Level	Up to 2 minutes		Yes

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Minor KPI Failure	Between 2 and 5 minutes	1 Service Point per 1 minute over Target.	
				Serious KPI Failure	Between 5 and 10 minutes	1 Service Point per 1 minute over Target.	
				Severe KPI Failure	Between 10 and 30 minutes	1 Service Point per 1 minute over Target.	
				KPI Service Threshold	Over 30 mins	1 Service Point per 1 minute over Target.	
KPI3	Service Incident Acknowledgement Times	See Paragraph 4 of Part B of this Annex.	Monthly	Target Performance Level	<ul style="list-style-type: none"><li>● <b>P1:</b> Up to 15 minutes.</li><li>● <b>P2:</b> Up to 30 minutes.</li><li>● <b>P3:</b> Up to 2 hours.</li><li>● <b>P4:</b> Up to 4 hours.</li></ul>		Yes



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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Minor KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 15 minutes and 20 minutes.</li><li>• <b>P2:</b> Between 30 minutes and 40 minutes.</li><li>• <b>P3:</b> Between 2 hours and 3 hours.</li><li>• <b>P4:</b> Between 4 hours and 6 hours.</li></ul>	1 Service Point per 1 minute over Target.	
				Serious KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 20 minutes and 25 minutes.</li><li>• <b>P2:</b> Between 40 minutes and 50 minutes.</li><li>• <b>P3:</b> Between 3 hours and 4 hours.</li><li>• <b>P4:</b> Between 6 hours and 8 hours.</li></ul>	1 Service Point per 1 minute over Target.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Severe KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 25 minutes and 30 minutes.</li><li>• <b>P2:</b> Between 50 minutes and 1 hour.</li><li>• <b>P3:</b> Between 4 hours and 5 hours.</li><li>• <b>P4:</b> Between 8 hours and 10 hours.</li></ul>	1 Service Point per 1 minute over Target.	
				KPI Service Threshold	<ul style="list-style-type: none"><li>• <b>P1:</b> Over 30 minutes.</li><li>• <b>P2:</b> Over 1 hour.</li><li>• <b>P3:</b> Over 5 hours.</li><li>• <b>P4:</b> Over 10 hours.</li></ul>	1 Service Point per 1 minute over Target.	
KPI4	Fix Times	See Paragraph 5 of Part B of this Annex.	Monthly	Target Performance Level	<ul style="list-style-type: none"><li>• <b>P1:</b> Up to 1 hour.</li><li>• <b>P2:</b> Up to 4 hours.</li></ul>		Yes

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					<ul style="list-style-type: none"><li>• <b>P3:</b> Up to 8 hours.</li><li>• <b>P4:</b> Up to 5 Working Days.</li></ul>		
				Minor KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 1 hour and 2 hours.</li><li>• <b>P2:</b> Between 4 hours and 8 hours.</li><li>• <b>P3:</b> Between 8 hours and 10 hours</li><li>• <b>P4:</b> Between 5 Working Days and 7 Working Days.</li></ul>	1 Service Point per 1 minute over Target.	
				Serious KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 2 hours and 4 hours.</li><li>• <b>P2:</b> Between 8 hours and 12 hours.</li></ul>	1 Service Point per 1 minute over Target.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					<ul style="list-style-type: none"><li>• <b>P3:</b> Between 10 hours and 12 hours.</li><li>• <b>P4:</b> Between 7 Working Days and 9 Working Days.</li></ul>		
				Severe KPI Failure	<ul style="list-style-type: none"><li>• <b>P1:</b> Between 4 hour and 6 hours.</li><li>• <b>P2:</b> Between 12 hours and 24 hours.</li><li>• <b>P3:</b> Between 12 hours and 16 hours</li><li>• <b>P4:</b> Between 9 Working Days and 10 Working Days.</li></ul>	1 Service Point per 1 minute over Target.	
				KPI Service Threshold	<ul style="list-style-type: none"><li>• <b>P1:</b> Over 6 hours.</li><li>• <b>P2:</b> Over 24 hours.</li></ul>	1 Service Point per 1 minute over Target.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					<ul style="list-style-type: none"><li>• <b>P3:</b> Over 16 hours</li><li>• <b>P4:</b> Over 10 Working Days.</li></ul>		
KPI5	Problem Diagnosis Times for P1 and P2 Service Incidents	See Paragraph 6 of Part B of this Annex.	Monthly	Target Performance Level	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within 5 Working Days.		Yes
				Minor KPI Failure	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within 7 Working Days.	5 Service Points per day over Target Performance Level.	
				Serious KPI Failure	Provision to the Authority of a report detailing the Root Cause Analysis of the	5 Service Points per day over Target	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					Problem and the proposed resolution within 10 Working Days.	Performance Level.	
				Severe KPI Failure	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within 15 Working Days.	5 Service Points per day over Target Performance Level.	
				KPI Service Threshold	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within 20 Working Days.	5 Service Points per day over Target Performance Level.	
KPI6	Defect Fix Times	See Paragraph 7 of Part B of this Annex.	Monthly	Target Performance Level	The Supplier shall provide a Tested Package Fix within 5 Working Days.		Yes

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Minor KPI Failure	The Supplier shall provide a Tested Package Fix within 7 Working Days.	10 Service Points per day over Target.	
				Serious KPI Failure	The Supplier shall provide a Tested Package Fix within 10 Working Days.	10 Service Points per day over Target.	
				Severe KPI Failure	The Supplier shall provide a Tested Package Fix within 15 Working Days.	10 Service Points per day over Target.	
				KPI Service Threshold	The Supplier shall provide a Tested Package Fix within 20 Working Days.	10 Service Points per day over Target.	

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#### 2 Subsidiary Performance Indicators

Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
SVPI1	Net Zero	Not required.	Quarterly	Target Performance Level	Achieving Net Zero operations of the Services no later than 31 <sup>st</sup> December 2030.	Yes
				KPI Service Threshold	Achieving Net Zero operations of the Services no later than 31 <sup>st</sup> December 2030.	
SVPI2	Volunteering days	Not required.	Quarterly	Target Performance Level	3 Working Days per Contract Year for each Supplier Personnel.	Yes
				KPI Service Threshold	2 Working Days per Contract Year for each Supplier Personnel.	
SVPI3	Sustainable business travel	See Paragraph 8 of Part B of this Annex.	Quarterly	Target Performance Level	At least 50% of Supplier Personnel use sustainable business travel.	Yes



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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
				KPI Service Threshold	At least 25 % of Supplier Personnel use sustainable business travel.	
SVPI4	Sustainability awareness	Not required.	Quarterly	Target Performance Level	100% of Supplier Personnel complete the Supplier's annual refresher environmental training.	No
				KPI Service Threshold	95 % of Supplier Personnel complete the Supplier's annual refresher environmental training	
SVPI5	Apprenticeships	Not required.	Annually	Target Performance Level	Appoint and deliver the number of new apprenticeships through this Contract in each Contract Year equivalent to five per cent (5 %) of the total number of	Yes

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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
					Supplier Personnel in each Contract Year.	
				KPI Service Threshold	Appoint and deliver the number of new apprenticeships through this Contract in each Contract Year equivalent to two and a half per cent (2.5%) of the total number of Supplier Personnel in each Contract Year.	
SVPI6	Accessibility awareness	Not required.	Quarterly	Target Performance Level	The Supplier provides four (4) accessibility awareness courses for Supplier Personnel in each Contract Year.	No
				KPI Service Threshold	The Supplier provides two (2) accessibility awareness courses for Supplier	

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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
					Personnel in each Contract Year.	
SVPI7	Work experience	Not required.	Quarterly	Target Performance Level	The Supplier provides two (2) students with one (1) week work experience in each Contract Year.	No
				KPI Service Threshold	The Supplier provides one (1) student with one (1) week work experience in each Contract Year.	
SVPI8	Diversity awareness	Not required.	Quarterly	Target Performance Level	The Supplier provides four (4) diversity awareness courses for Supplier Personnel in each Contract Year.	No
				KPI Service Threshold	The Supplier provides two (2) diversity awareness courses for Supplier	

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<b>Subsidiary Performance Indicator No.</b>	<b>Subsidiary Performance Indicator Title</b>	<b>Definition</b>	<b>Frequency of Measurement</b>	<b>Severity Levels</b>	<b>Target Performance Levels</b>	<b>Publishable Performance Information</b>
					Personnel in each Contract Year.	
SVPI9	Staff Personnel training	Not required.	Quarterly	Target Performance Level	The Supplier provides twelve (12) hours of training for each Supplier Personnel in each Contract Year.	No
				KPI Service Threshold	The Supplier provides eight (8) hours of training for each Supplier Personnel in each Contract Year.	
SPI1	Service Availability of the Training Environment	See Paragraph 1 and Paragraph 2 of Part B of this Annex.	Monthly	Target Performance Level	98.5 %	No
				KPI Service Threshold	98.5 %	

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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
SPI2	Virtual Library Completeness	See Paragraph 9 of Part B of this Annex.	Quarterly	Target Performance Level	100% of the Relevant Deliverables have been uploaded to the Virtual Library by the Update Requirement.	No
				KPI Service Threshold	90% of the Relevant Deliverables have been uploaded to the Virtual Library by the Update Requirement.	
SPI3	Message Sending Times	See Paragraph 10 of Part B of this Annex.	Monthly	Target Performance Level	95% of all Notifications within fifteen (15) minutes.	Yes
				KPI Service Threshold	85% of all Notifications within fifteen (15) minutes.	

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### Part B: Definitions

#### 1 AVAILABLE

1.1 The IT Environment and/or the Services shall be Available when:

- (a) End Users are able to access and utilise all the functions of the Supplier System and/or the Services; and
- (b) the Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured on a 24 x 7 basis); and
- (c) all Performance Indicators other than Service Availability are above the KPI Service Threshold.

#### 2 SERVICE AVAILABILITY

2.1 Service Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

$$\text{Service Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

2.2 When calculating Service Availability in accordance with this Paragraph 2:

- (a) Service Downtime arising due to Permitted Maintenance that is carried out by the Supplier in accordance with Clause 9.4 (*Maintenance*) shall be subtracted from the total number of hours in the relevant Service Period;
- (b) Notwithstanding Clause 30 (*Force Majeure*), Service Downtime arising due to a catastrophic national and/or international outage of both the primary site and the Disaster recovery site (subject to the Supplier demonstrating to the Authority that the Service Downtime would not have occurred but for this outage) shall be subtracted from the total number of hours in the relevant Service Period; and
- (c) Service Points shall accrue if:
  - (i) any Service Downtime occurs as a result of Emergency Maintenance undertaken by the Supplier; or
  - (ii) where maintenance undertaken by the Supplier exceeds those set out in the set out in the Maintenance Schedule in any Service Period.

2.3 Service Availability for the Live Environment shall be measured in Operational Hours.

2.4 Service Availability for the Training Environment shall be measured in Normal Working Hours.

#### 3 HELP DESK RESPONSE TIMES

3.1 Measurement of Help Desk response times will be based on the time taken for a Help Desk operative to answer a phone call, e-mail, or query received via the ITSM Toolset. Calls receiving an automated response or placed into a queuing system which are not subsequently answered within the Target Performance Levels shall be deemed not to have been answered.

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- 3.2 Help Desk response times for Severity 3 Service Incidents and Severity 4 Service Incidents shall be measured in Normal Working Hours.

**Worked example:** if the Operational Hours for a fault are Normal Working Hours (0830-1730), then the clock stops measuring Help Desk response times at 1730 in the evening and restarts at 0830 the following day).

- 3.3 Help Desk response times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured in Operational Hours (24x7).

- 3.4 The Supplier shall monitor the Help Desk response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

#### 4 SERVICE INCIDENT ACKNOWLEDGEMENT TIMES

- 4.1 Measurement of Service Incident acknowledgement times will be based on the time taken for the Supplier to assign a unique Service Incident reference number in their ITSM Toolset.

- 4.2 Service Incident acknowledgement times for Severity 3 Service Incidents and Severity 4 Service Incidents shall be measured in Normal Working Hours.

**Worked example:** if the Operational Hours for a fault are Normal Working Hours (0830-1730), then the clock stops measuring Service Incident acknowledgement times at 1730 in the evening and restarts at 0830 the following day).

- 4.3 Help Desk response times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured in Operational Hours (24x7).

- 4.4 The Supplier shall monitor the Service Incident acknowledgement and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

#### 5 FIX TIMES

- 5.1 The “**Fix Time**” of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and “**Resolution**” means in relation to a Service Incident either:

- (a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Service Levels; or
- (b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority; or
- (c) the Authority has provided approval in writing to the Supplier to add the resolution of the Service Incident to the Product Backlog.

- 5.2 Fix Times for Severity 3 Service Incidents and Severity 4 Service Incidents shall be measured in Normal Working Hours.

**Worked example:** if the Operational Hours for a fault are Normal Working Hours (0830-1730), then the clock stops measuring Fix Time at 1730 in the evening and restarts at 0830 the following day).

- 5.3 Fix times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured in Operational Hours (24x7).

- 5.4 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.

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5.5 For the purposes of this Paragraph 5, the following expressions shall have the meanings set opposite them below:

**“Severity 1 Service Incident” or “P1”**

a Service Incident which, in the reasonable opinion of the Authority:

- (a) constitutes a loss of the Service which prevents a large group of End Users from working;
- (b) has a critical impact on the activities of the Authority;
- (c) causes significant financial loss and/or disruption to the Authority;
- (d) results in any material loss or corruption of Authority Data; or
- (e) a Breach of Security;

***Non-exhaustive examples:***

- a loss of power to a data centre causing failure of Services;
- a failure of the Services to provide user authentication service;
- non-Availability of Live Environments;
- a Service Incident which prevents Internal Users from sending Messages via any Contact Channel; or
- the contingency process pursuant to Schedule 2 (Services Description) Annex B WIP11.10 is not Available.

**“Severity 2 Service Incident” or “P2”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available;
- (b) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or
- (c) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

***Non-exhaustive examples:***

- corruption of organisational database tables;
- loss of ability to update Authority Data;



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- a failure of the Supplier's back-up processes;
- a Service Incident whereby a Message has failed to reach Downstream Systems or a large proportion (>40%) of intended Users;
- a Service Incident or poor performance preventing External Users from Registering or accessing their Accounts or managing their Account Preferences; or
- a Service Incident that prevents Internal Users from Registering External Users or managing External Users' Account Preferences.

### **"Severity 3 Service Incident" or "P3"**

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Authority; or
- (b) have a moderate adverse impact on the activities of the Authority;

#### ***Non-exhaustive example:***

- inability to access data for a class of Users;
- issues pertaining to the Training Environment; or
- a Service Incident or poor performance/that prevents Internal Users from carrying out Message management (including editing Message content, Message Templates, or Target Areas) or administration tasks on the Supplier Solution.

### **"Severity 4 Service Incident" or "P4"**

a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users, or a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the information being displayed;

#### ***Non-exhaustive example:***

- inability to access data for a single customer;
- component failures that degrades system performance other than in those cases already noted in Severity 1 to 3;
- spelling error; or
- misalignment of data on screen display.

## **6 PROBLEM DIAGNOSIS TIMES FOR P1 AND P2 SERVICE INCIDENTS**

### SCHEDULE 3 (PERFORMANCE LEVELS)

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- 6.1 For the purposes of this Paragraph 6, the following expressions shall have the meanings set opposite them below:

**“Problem”** the cause of one or more Priority 1 Services Incidents and Priority 2 Services Incidents;

**“Root Cause Analysis”** a method of problem solving used for identifying the root causes of Priority 1 Service Incidents, Priority 2 Services Incidents, or Problems.

- 6.2 Measurement of problem diagnosis will be based on the time taken for the Supplier to enter a Problem in the ITSM Toolset (manually or otherwise) to the completion of a Root Cause Analysis.

The Supplier shall monitor the Problem diagnosis times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

## 7 DEFECT FIX TIMES

- 7.1 For the purposes of this Paragraph 7, the following expressions shall have the meanings set opposite them below:

**“Tested Package Fix”** an update provided by the Supplier to rectify a Defect in the Supplier System which:

- (a) fully resolves the root cause of the Defect;
- (b) does not generate another Supplier attributable Defect;
- (c) does not generate a Defect that could have been reasonably foreseen; and
- (d) does not generate a Defect in the systems of the Authority or Other Suppliers that could have been reasonably foreseen;

**“Defect”** any Problem identified with the Live Environment which causes:

- (a) any error or failure of code within the Software which causes the Supplier System to malfunction or to produce unintelligible or incorrect results;
- (b) any failure of the Supplier System to provide the performance, features and functionality specified in the Authority Requirements; or
- (c) any failure of the Supplier System to operate in conjunction with or interface with any other systems in order to provide the performance, features and functionality specified in the Authority Requirements.

**“Problem”** the cause of one or more Priority 1 Services Incidents and Priority 2 Services Incidents;

## 8 SUSTAINABLE BUSINESS TRAVEL

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- 8.1 For the purposes of this Paragraph 8, travel shall be considered “sustainable business travel” when the Supplier Personnel use electric vehicles, train travel, public transport, or cycle for Authority related business.

#### 9 VIRTUAL LIBRARY COMPLETENESS

- 9.1. For the purposes of this Paragraph 9, the following expressions shall have the meanings set opposite them below:

**“Relevant Deliverables”** the Deliverables set out in Schedule 24 (*Reports and Records Provisions*) Annex 3 (*Records to Upload to the Virtual Library*) in the column entitled “Required Data” which are required to be updated in the previous quarter;

**“Update Requirement”** the frequency of the update required for the Relevant Deliverables set out in Schedule 24 (*Reports and Records Provisions*) Annex 3 (*Records to Upload to the Virtual Library*) in the column entitled “Update Requirements”;

#### 10 MESSAGE SENDING TIMES

- 10.1 For the purposes of Paragraph 10, the **“Message Sending Time”** shall be measured from the moment a Notification is issued until the point the Notification is confirmed as being sent successfully.