

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits (in respect of Lot 2, Lot 3 and Lot 4 Deliverables only) specified in the Annexes to Part A of this Schedule and/or any Order Form being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule and in any Order Form; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule or the Order Form (as applicable).

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

- 2.1 The Supplier shall at all times provide the 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 CCS and the Buyer to the rights set out in Part A of this Schedule. The Supplier further acknowledges that those rights in respect of any Service Level Failure will include, where agreed in an Order Form in respect of Lot 2, Lot 3 and/or Lot 4 Deliverables, 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.

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- 2.3 The Supplier shall send Performance Monitoring Reports to: (i) CCS in respect of the Service Levels for Lot 1; and (ii) the Buyer in respect of the Lot 2, 3 & 4 Service Levels in accordance with the provisions of Part B (Performance Monitoring) of this Schedule, detailing the level of service which was achieved.
- 2.4 Where Service Credits have been agreed, a Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (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
 - 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, CCS or 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:
 - 2.5.1 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;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's or Buyers' business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 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

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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 and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify: (i) the CCS Authorised Representative in writing in relation to any failure in respect of Lot 1 Service Levels; or (ii) the Buyer in writing in relation to any failure in respect of Lot 2, 3 or 4 Service Levels. CCS or the Buyer (as applicable), in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact of the failure and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 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 (applicable to Lot 2, Lot 3 and Lot 4 only)

- 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 Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annexes to Part A of this Schedule and as otherwise agreed in the Order Form.

Annex D to Part A: Service Levels for Lot 4

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	How the Service Level is Measured
The Supplier shall ensure that sufficiently skilled, knowledgeable and experienced resources are available at all times in accordance with Framework Schedule 1: Specification and/or Call Off Schedule 20: Specification to provide the specified Deliverables to the Buyer within the agreed timeframe	Availability of skilled resource	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that all agreed outputs including but not limited to proposals, advice, reports, guidance are provided to the Buyer in line with the frequency and within the budget specified by the Buyer	Service Deliverables	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier shall ensure that the Deliverables in each Call Off Contract are delivered in accordance with the statement of requirements and to the satisfaction of the Buyer	Customer Satisfaction	98%	Supplier Performance Reviews & Buyer satisfaction survey feedback
The Supplier will ensure that knowledge is captured and transferred to the Buyer prior to concluding the engagement to enhance Buyer capability	Knowledge Transfer	99%	Contract Close Out Review & Buyer satisfaction survey feedback
Where required by the Buyer, the Supplier shall adhere to the Benchmarking requirements set out in Call Off Schedule 16: Benchmarking	Value for money	99%	Supplier Performance Reviews & Buyer satisfaction survey feedback

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Engineering Advisory Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Minimum Service Level Threshold		
Provision of Statement of Works	To be delivered 6 monthly Once a SOW request is submitted to the supplier, the supplier will provide their response within 6 weeks.	at least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
Document reviews	During any one contractual monthly review, a set of key documents, no more than ten each month, will be identified for the upcoming monthly review, and a completion date will be agreed. These will be subject to this KPI measure in respect of that monthly review. The target will be applied to the agreed completion date only.	at least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
Provision of Monthly Report	Within first ten working days of the month.	At least 100% at all times	97%	0.5% Service Credit gained for each percentage under the	Yes

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Engineering Advisory Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Minimum Service Level Threshold		
				specified Service Level Performance Measure	
Provision of Exit Plan	Within 30 days of the Effective Date of the Agreement.	At least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Provision of BCDR	Within 30 days of the Effective Date of the Agreement.	At least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Social Value Report Theme 2 Tackling Economic Inequality Mac 2.2	Yearly from the Effective Date of the Agreement.	At least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service	Yes

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Engineering Advisory Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Minimum Service Level Threshold		
				Level Performance Measure	
Social Value Report Theme 4 Equal Opportunity Mac 5.1	Yearly from the Effective Date of the Agreement.	At least 100% at all times	97%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes

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The Service Credits shall be calculated on the basis of the following formula:

Example: Next monthly invoice value £350,000

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 100% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 94% (e.g. actual performance achieved against this Service Level in a Service Period)	=	6% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
Value of monthly service credit		Invoice value (£350,000) x 6% = £350,000 x 6%= £21,000 Service credit to be set-off against the appropriate invoice payment.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 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.
- 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 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:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 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.

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- 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 the calculations of the amount of 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.