Call-Off Schedule 14 (Service Levels)

## Definitions

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

|  |  |
| --- | --- |
| **“Achieved Service Level”** | means the actual level of performance of aService achieved by the Supplier in relation to a Service Level for a Service Period; |
| **“Agreed Service Time”** | means the period during which the Supplierensures the Services are Available to the Buyer. |
| “**Available**” | means a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shallbe construed accordingly; |
| **"Configuration Management Database"****or "CMDB"** | shall have the meaning as defined in the ITIL glossary and abbreviations updated January2019; |
| **“Connectivity Services”** | means the services identified in Table [1](#bookmark2) andParagraph [2.9](#bookmark1) of this Schedule; |
| **“Critical Service Level****Failures”** | means as defined by Annex [2](#bookmark37) to Part [A](#bookmark8) to thisSchedule; |
| **“Imposed Carrier Downtime”** | means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety tounavailability of the underlying service; |
| **“Incidents”** | means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect theServices in the future; |
| **"IT Service Management Toolset"** | a set of predefined tools used to support the delivery of the Core Defra Group Services asdefined by the Buyer; |

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|  |  |
| --- | --- |
| “**Master Site List**” | means the ‘Master Site List’ document provided as part of the FNPP Further Competition Procedure (document ref: Volume 1, Document3); |
| **"Outline Systems of****Measurement Reference Document"** | the Supplier’s initially proposed Systems ofMeasurement Reference Document as detailed in Paragraph [5](#bookmark6). |
| **"Planned Downtime"** | means the time agreed in advance in writing bythe Supplier and Buyer within the Agreed Service Time when a Service is not Available; |
| **"Priority Level”** | the classification of incident priority asdescribed in the Buyer’s Incident Management Process; |
| **"Systems of****Measurement Reference Document"** | means the Supplier’s final Systems ofMeasurement Reference Document as detailed in Paragraph [5](#bookmark6). |
| **"Rectification Plan****Process"** | the process set out in Clause 10.3.1 to 10.3.4(Rectification Plan Process); |
| **"Resolution"** | means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall beconstrued accordingly; |
| **“Service Credit Cap”** |  ***[REDACTED]*** |
| **“Service Design Package“** | means a comprehensive document that describes how a new or changed service will bedelivered and managed; |

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|  |  |
| --- | --- |
| **“Service Failure Threshold”** | means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level and where the Supplier fails to provide the Servicesin accordance with this Contract; |
| **“Service Level Failure”** | means a failure to meet the Service LevelThreshold in respect of a Service Level; |
| **“Service Level****Threshold”** | shall be as set out against the relevant ServiceLevel in Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule; |
| **“Service Maintenance****Tier”** | means the categorisation of Services for thepurpose of applying relevant Service Levels; |
| **“Service Maintenance****Tier 1”** | Site with dual connectivity links, diverselyrouted with separacy; |
| **“Service Maintenance****Tier 2”** | Site with dual connectivity links, non-diverselyrouted and/or without separacy; |
| **“Service Maintenance****Tier 3”** | Site with a single connectivity link; and |
| “**Unavailable**” | in relation to a Service, means that the Service is not Available, including for the purposes ofthis Schedule as the context defines. |

## Scope

* 1. This Schedule sets out the Service Levels which the Supplier must achieve when providing the Services, the mechanism by which Service Level Failures, and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.
	2. This Schedule comprises:
		1. Part [A](#bookmark8): Service Levels and Service Credits;
		2. Annex [1](#bookmark21) to Part [A](#bookmark8): Service Levels and Service Credit Tables
		3. Annex [2](#bookmark37) to Part [A](#bookmark8): Critical Service Level Failure;
		4. Annex [3](#bookmark39) to Part [A](#bookmark8); Supplier's Systems of Measurement Reference Document; and
		5. Part [B](#bookmark40): Performance Monitoring.
	3. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
	4. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in this Schedule, as appropriate, including the right

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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 Threshold.

* 1. The Supplier shall report to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part [B](#bookmark40) (Performance Monitoring) of this Schedule.
	2. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
		1. ***[REDACTED]***; and/or
		2. ***[REDACTED]***; and/or
		3. ***[REDACTED]***
	3. 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 Threshold 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:
		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. 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
		3. there is no change to the Service Credit Cap.

## Critical Service Level Failure

* 1. On the occurrence of a Critical Service Level Failure:
		1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

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* + 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,

provided that the operation of this Paragraph [2.8](#bookmark0) 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.

* 1. The following Table sets out a description of the Connectivity Services, being the Services for which Availability will be measured and including from when, and the Service Maintenance Tier for those elements of the Services. The Table also states when Service Credits shall be calculated from.

## Table 1: Connectivity Services List

|  |  |  |
| --- | --- | --- |
| **Service Name** | **Service Maintenance Tier** | **Service Level****commencement and Service Credit commencement** |
| ***[REDACTED]*** |

## Agreed Service Time

* 1. The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
	2. The Agreed Service Time applied to the Services will be determined by the Service Maintenance Tier allocations as set out for each Site in the Master Site List.
	3. The Service Maintenance Tiers and associated Agreed Service Times are set out in Table [2](#bookmark3) of this Schedule.

## Table 2: Service Maintenance Tiers and associated Agreed Service Times

|  |  |
| --- | --- |
| **Service****Maintenance Tier** | **Agreed Service Time** |
| Tier 1 and Tier 2 | Monday – Sunday (including public holidays in England and Wales);00:00-23:59 (24 hours per day, 7 days per week) |
| Tier 3 | Monday – Friday (excluding public holidays in England and Wales)07:00-19:00 |

1. **Incident Classification**
	1. Each Incident shall be classified with the appropriate priority level described in the Buyer’s Incident Management Process as updated from time to time.
	2. All Incidents must be prioritised following this standard scheme based on the Incidents’ impact (as defined by Paragraph [4.3](#bookmark4)) and urgency (as defined by Paragraph [4.4](#bookmark5)):

|  |  |  |
| --- | --- | --- |
|  |  | **Urgency** |
|  |  | **1 (High)** | **2** | **3** | **4 (Low)** |
| **Impact** | **1****(High)** | Priority 1 -Critical) | Priority 2 -High | Priority 3-Medium | Priority 4 -Low |
| **2** | Priority 2 -High | Priority 3 -Medium | Priority -Medium | Priority 4 -Low |

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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **3** | Priority 3 -Medium | Priority 3 -Medium | Priority 4 -Low | Priority 4 -Low |
| **4****(Low)** | Priority 4 -Low | Priority 4 -Low | Priority 4 -Low | Priority 4 -Low |

* 1. The impact level will be determined according to the following criteria:

|  |  |
| --- | --- |
| **Impact** | **Description** |
| 1(High) | Most objectives cannot be achieved. Business will not operate as expected. Threat to the viability of the group's operations as a result of inability to deliver. |
| 2 | Some of the major objectives cannot be achieved. Business can still deliver but not to expected level. |
| 3 | Outcomes are at risk of not being delivered to either time/cost or quality with reduced resources, out of date assets. Can continue as business-as- usual with minor controls executed. |
| 4 (Low) | Minor impact on a small part of the group's activities. Easily dealt with, business still operates as usual. |

* 1. The urgency level will be determined according to the following criteria:

|  |  |
| --- | --- |
| **Urgency** | **Description** |
| 1 (High) | The incident is causing service or business impact. |
| 2 | The incident has the potential of service or business impact. |
| 3 | The incident is causing minor impact of services or single user effected. Business processes can continue. |
| 4 (Low) | The incident does not cause any impact to service or business. |

## Systems of Measurement Reference Document

* 1. Where Service Levels are not measured using the Buyer’s IT Service Management Toolset, the Supplier’s Systems of Measurement Reference Document (detailed in Annex [3](#bookmark39) to Part [A](#bookmark8) of this Schedule) must describe the method of determining and measuring the Supplier's performance of the Services against the Service Levels.
	2. The Supplier shall agree the final determination and measurement methodologies for each element of the Services with the Buyer as part of the

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relevant Service Design Package, and document them in the Systems of Measurement Reference Document.

* 1. By means of explanation for the two different iterations of Systems of Measurement Reference Document:
		1. The Supplier shall have submitted their Outline Systems of Measurement Reference Document as part of their Call-Off Tender.
		2. The Supplier shall submit the Systems of Measurement Reference Document to the Buyer, which must not substantially deviate from the Supplier’s Outline Systems of Measurement Reference Document, for the Buyer’s approval within twenty (20) Working Days of the Call-Off Start Date, in accordance with the Implementation Plan and obtain the Buyer's approval prior to (and as part of the criteria for achieving) the first relevant Operational Service Commencement Date.
		3. Upon receiving Buyer approval, the Outline Systems of Measurement Reference Document becomes the Systems of Measurement Reference Document.
	2. If the Parties are unable to mutually develop the Outline Systems of Measurement Reference Document within twenty (20) Working Days of the Supplier’s submission as per Paragraph [5.3(b)](#bookmark7), then the Buyer reserves the right to invoke the Dispute Resolution Procedure.
	3. The Buyer reserves the right to deem the Supplier’s Outline Systems of Measurement Reference Document as contractually suitable and not seek any further development, hence becoming the Systems of Measurement Reference Document.
	4. The Supplier shall ensure that the Systems of Measurement Reference Document incorporates all methods of determining and measuring the Supplier's performance of the Services set out in the Outline Systems of Measurement Reference Document, including referencing those measurements using data from the Buyer’s IT Service Management Toolset.
	5. Once agreed, the Supplier’s Systems of Measurement Reference Document shall supersede the Outline Systems of Measurement Reference Document for the relevant Service. The Supplier's Systems of Measurement Reference Document shall be updated by the Supplier to reflect all relevant Services, and Approval of the updated Systems of Measurement Reference Document shall be obtained, prior to and as a condition of Achieving the relevant Milestone for any subsequent Operational Service Commencement Dates.

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# PART A:

**SERVICE LEVELS AND SERVICE CREDITS**

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## General provisions

* 1. Individual Service Levels are categorised according to the following Service Level Performance Criteria, as further described in the remainder of this Schedule:
		1. **Service Availability** (as further set out in Paragraph [3.5](#bookmark10) below);
		2. **Incident Resolution** (as further set out in Paragraph [3.6](#bookmark11) below);
		3. **Network Performance** (as further set out in Paragraph [3.7](#bookmark12) below);
		4. **User Experience** (as further set out in Paragraph [3.8](#bookmark13) below);
		5. **Request Fulfilment** (as further set out in Paragraph [3.9](#bookmark14) below);
		6. **Security, Incident and Event Monitoring (“SIEM”)** (as further set out in Paragraph [3.10](#bookmark15) below);
		7. **Emergency Response Service** (as further set out in Paragraph [3.11](#bookmark16) below);
		8. **Operational Performance Indicators** (as further set out in Paragraph [3.12](#bookmark17) below); and
		9. **Sustainability** (as further set out in Paragraph [3.13](#bookmark18) below)
	2. The Supplier accepts and acknowledges that failure to meet the Service Level Thresholds set out in this Schedule will result in Service Credits being due to the Buyer in accordance with this Schedule.

## Principal points

* 1. The objectives of the Service Levels and Service Credits are to:
		1. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
		2. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
		3. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier’s failure to deliver the level of service for which it has contracted to deliver; and
		4. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
	2. The Parties acknowledge that:

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* + 1. the Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
		2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

## Service Levels

* 1. The Supplier shall monitor its performance against the Service Levels set out in this Schedule.
	2. The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
	3. If the Supplier's performance of any element of the Services is likely to fail to meet any Service Level Threshold or likely to cause a Critical Service Level Failure to occur, the Supplier shall immediately take all remedial action that is reasonably required to mitigate the impact of the likely failure and/or to prevent a Service Level Failure or Critical Service Level Failure from occurring, and shall immediately notify the Buyer of such likely failure and any action taken. If the Supplier's performance of any element of the Services:
		1. fails to meet any Service Level Threshold; or
		2. causes a Critical Service Level Failure to occur,

the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:

* + - 1. if the action taken under this Paragraph [3.3](#bookmark9) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, instruct the Supplier to comply with the Rectification Plan Process; and
			2. if a Service Level Failure has occurred, deduct from the Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex [1](#bookmark21) Part [A](#bookmark8) of this Schedule; or
			3. if a Critical Service Level Failure has occurred, exercise its right for such non-availability of Services as set out in this Schedule.
	1. Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.

## Service Availability

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* + 1. The Supplier shall ensure that the Services are Available during the Agreed Service Time and in accordance with Table [3](#bookmark23) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule
		2. Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available using the following formula:

***[REDACTED]***

* + 1. LAN, WAN, Gateway and RAS Services shall be measured and reported against separately for Availability.

## Incident Resolution

* + 1. The Supplier shall ensure that Incidents of each Priority Level, within each Service Maintenance Tier, are Resolved within the relevant Incident Resolution Time for that tier and Priority Level set out in Table [4](#bookmark25) of Annex [1](#bookmark21) to Part [A](#bookmark8), with performance meeting or exceeding the relevant Service Level Threshold set out in Table [5](#bookmark26) of Annex [1](#bookmark21) to Part [A](#bookmark8).
		2. Where the Service Level Threshold in Table [5](#bookmark26) of Annex [1](#bookmark21) to Part [A](#bookmark8) is expressed as a percentage, achieved Incident Resolution is the total number of Incidents managed by the Supplier that were Resolved within the applicable Incident Resolution Time (according to the occurring Incidents' Service Maintenance Tier and Priority Level), expressed as a percentage calculated using the following formula:
1.
2. ***[REDACTED]***

## Network Performance

* + 1. The Supplier shall ensure that the performance of the Connectivity Services meets the Service Level Thresholds set out in Table [6](#bookmark27) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.
		2. The Service Level Thresholds, as set out in Table [6](#bookmark27) of Annex [1](#bookmark21) to Part [A](#bookmark8), are Site specific as identified in the Master Site List and shall be applied per Site and calculated and based upon the measurement and determination as set out in the Systems of Measurement and Reference Document.
		3. For any period during which performance of the Connectivity Services fails to meet the Service Level Thresholds set out in Table [6](#bookmark27) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule at any Site, the Services shall be deemed to be Unavailable at the relevant Site (for the purposes of the calculation in Paragraph [3.5](#bookmark10) of Part [A](#bookmark8) of this Schedule.

## User Experience

* + 1. The Supplier shall utilise its’ experience management toolset to provide monthly user experience reporting by Site.
		2. The Supplier shall ensure that the performance of User Experience meets or exceeds the Service Level Thresholds set out in Table [7](#bookmark28) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.

## Request Fulfilment

* + 1. Service Request fulfilment times shall be measured using the Buyer’s IT Service Management Toolset.
		2. The Supplier shall ensure that the performance of Service Requests fulfilment meets or exceeds the Service Level Thresholds set out in Table [9](#bookmark30) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.
		3. Where a percentage is required for the purposes of Table [9](#bookmark30) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule when calculating the performance of the Supplier in their fulfilment of Service Requests, the percentage shall be measured based on all Service Requests fulfilled by the Supplier within

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the fulfilment times for each category of Service Request as defined in the Service Catalogue.

* + 1. The following formula shows the calculation to be used in measuring the performance of the Supplier in the fulfilment of Service Requests:

***[REDACTED]***

## SIEM

* 1. The SIEM Service will be provided from the first Operational Service Commencement Date and will be applicable to all Services.
	2. Response time and resolution plan requirements are described in Table [8](#bookmark29) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.

## Emergency Response Service

* + 1. The Supplier shall provide an emergency call-off service meeting the requirements as set out in the requirements document.
		2. The Supplier shall ensure that the performance of Service Requests fulfilment meets or exceeds the Service Level Thresholds set out in Table [10](#bookmark31) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.

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## Operational Performance Indicators

* + 1. The Supplier shall ensure that the performance of the Services meets or exceeds the Service Level Thresholds set out in Tables [11(a)](#bookmark32), [11(b)](#bookmark33), [11(c)](#bookmark34), and [11(d)](#bookmark35) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.

## Sustainability

* + 1. The Supplier shall ensure that the performance of the Services meets or exceeds the Service Level Thresholds set out in Table [12](#bookmark36) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule.

## Service Credits

* 1. This Paragraph sets out how Service Credits are calculated where the Supplier fails to achieve any Service Level Threshold in each Service Period.
	2. Annex [1](#bookmark21) to this Part [A](#bookmark8) of this Call-Off Schedule details the Service Credits available for each Service Level in the event that the applicable Service Level Threshold is not met by the Supplier.
	3. Service Credits are a percentage reduction of the amounts payable in respect of the Services and do not include VAT, the reduction being applied in aggregate for all Service Credits as a set off against the appropriate invoice relating to the Services provided to which the Service Credits relate, in accordance with calculation formula at Paragraph [4.5](#bookmark19).
	4. Service Credits due are subject to the Service Credit Cap.
	5. The Service Credit percentage for each failure to meet a Service Level Threshold shall be calculated in accordance with the tables in Annex [1](#bookmark21) of this Part [A](#bookmark8) of the Call-Off Schedule and the formula below:

***[REDACTED]***

* 1. The Service Credit (£) is subsequently derived as follows:

***[REDACTED]***

* 1. Below are the parameters for the worked example within Paragraph [4.8](#bookmark20) to calculate a Service Credit (%) using the information within Table [3](#bookmark23):
		1. Service Level: Service Availability
		2. Service Maintenance Tier: 1
		3. Service Level Threshold % (a): ***[REDACTED]***

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* 1. The Service Credit (%) for the above uses the below formula:

***[REDACTED]***

* 1. The total Service Credits accrued by the Supplier is subject to Approval at the Service Management Board as further described in Part [B](#bookmark40) to this Schedule.
	2. The Supplier acknowledges and agrees that the decision of the Buyer on the total number of Service Credits accrued shall be final and binding.

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# ANNEX 1 TO PART A:

**SERVICE LEVELS AND SERVICE CREDITS TABLES**

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1. **Service Availability**

## Table 3: Service Availability and Service Credit %

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Level Reference** | **Service Maintenance Tier** | **Coefficient (m)** | **Service Level Threshold % (a)** | **Service Failure Threshold %****(b)** | **Minimum Service Credit % (c)** | **Maximum Service Credit % (d)** | **Service Period** |
| SA-1 | 1 | 17.3 | ≥99.99% | <99.50% | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |
| SA-2 | 2 | 10.8 | ≥99.95% | <99.30% | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |
| SA-3 | 3 | 0.8 | ≥99.90% | <97.50% | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |

* 1. The calculation of any Service Credits due in respect of failure to meet the Availability Service Level Threshold shall be based on the aggregate sum of all Monthly Service Charges for the Service Period relating to the impacted Service/s or Site/s.
1. **Incident Resolution**

## Table 4: Maximum Incident Resolution Times

|  |  |
| --- | --- |
|  | **Priority Level** |
| **Priority 1** | **Priority 2** | **Priority 3** | **Priority 4** |
| **Service Maintenance Tier** | **Incident Resolution Times** | **Incident Resolution Times** | **Incident Resolution Times** | **Incident Resolution Times** |
| 1 | ≤4 hours | ≤4 hours | ≤8 hours | 3 days |
| 2 | ≤4 hours | ≤4 hours | ≤8 hours | 3 days |
| 3 | ≤4 hours | ≤6 hours | ≤8 hours | 10 working days |

**Table** **5: Number of Incidents Per Service Period**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Service Level Reference** | **Number of Incidents per Service Period** | **Coefficient (m)** | **Service Level Threshold****(a)** | **Service Failure Threshold****(b)** | **Minimum Service Credit % (c)** | **Maximum Service Credit % (d)** |

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| IPSP-1 | 39 or fewer | Not applicable | No more than 2 Incidents are Resolved in excess of the relevant Incident Resolution Times set out inTable [4](#bookmark25) | 5 or more Incidents are Resolved in excess of the relevant Incident Resolution Times set out in Table [4](#bookmark25) | ***[REDACTED]*** | ***[REDACTED]*** |
| IPSP-2 | 40 and more | 0.25 | 95% of occuring Incidents Incidents are Resolved within the relevant Incident Resolution Time(s) set out in Table [4](#bookmark25) | 85% of occurring Incidents Incidents are Resolved within the relevant Incident Resolution Time(s) set out in Table [4](#bookmark25) | ***[REDACTED]*** | ***[REDACTED]*** |

* 1. The calculation of any Service Credits due in respect of failure to meet the Incident Resolution Service Level Threshold shall be based on the aggregate sum of all Monthly Service Charges for the Service Period relating to the Service/s or Site/s where the incident was not resolved in the agreed Service Level.

## Network Performance

* 1. Any failure by the Supplier to meet the Service Level Threshold for Network Performance shall deem the Service Unavailable in accordance with Paragraph [3.7](#bookmark12) of Part [A](#bookmark8) above and a Service Credit shall apply according to the Availability calculation in Paragraph [3.5](#bookmark10) of Annex [1](#bookmark21) to Part [A](#bookmark8) of this Schedule and Paragraph [1.1](#bookmark24) of Annex [1](#bookmark21) to Part [A](#bookmark8).

## Table 6: Service Level Thresholds

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Level Reference** | **SLT-1** | **SLT-2** | **SLT-3** |
|  | **Service Level Threshold (a)** |
| **Traffic Type** | **Round Trip Delay (for a 60 byte packet) (Latency)** | **Inter Packet Delay Variation (Jitter)** | **Packet Loss Ratio (IPLR)** |
| Real Time | < 50ms | < 30ms | <0.2% |
| Non-real Time | < 200ms | n/a | <0.2% |
|  |
| **Minimum Service Credit % (c)** | See Availability Service Level in Paragraph [1](#bookmark22) of Annex [1](#bookmark21) to Part [A.](#bookmark8) |
| **Maximum Service Credit % (d)** | See Availability Service Level in Paragraph [1](#bookmark22) of Annex [1](#bookmark21) to Part [A.](#bookmark8) |
| **Service Period** | Monthly |

1. **User Experience**
	1. User Experience shall be calculated on a site-by-site basis.

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* 1. Where a Site fails to achieve minimal satisfactory scoring, as measured and defined by the Buyers toolset, the Supplier shall investigate and report the root cause back to the Buyer within one month.
	2. Where the root cause is identified as within the Supplier’s remit, the supplier shall obtain approval from the Buyer to undertake remedial activities through the Change and Evaluation Management Process (the Buyer’s Change and Evaluation Management Process (ref: SMSI-071-002-003)).
	3. Any Site falling beneath the satisfactory threshold for 3 consecutive months, where the root cause is either within the Supplier’s remit and the Buyer has accepted any improvement activities, or identified by the Supplier, shall be subject to Service Credit calculations as specified in Table [7](#bookmark28).
	4. Service Credits shall be based on the impacted Sites’ Monthly Service Charges.

## Table 7: User Experience and Service Credit %

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service****Level Reference** | **Service****Maintenance Tier** | **Coefficient (m)** | **Service Level Threshold (a)** | **Service****Failure Threshold (b)** | **Minimum****Service Credit % (c)** | **Maximum****Service Credit % (d)** | **Service Period** |
| UE-1 | 1 | [***TBC ]*** | Minimum satisfaction score fortoolset | 10% below minimum score | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |
| UE-2 | 2 | [***TBC ]*** | Minimum satisfaction score fortoolset | 10% below minimum score | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |
| UE-3 | 3 | [***TBC ]***] | Minimum satisfaction score fortoolset | 10% below minimum score | ***[REDACTED]*** | ***[REDACTED]*** | Monthly |

* 1. The Maximum Service Credit (%) shall apply at Service Failure Threshold. The Coefficient (m) values shall be agreed between the Buyer and Supplier once the Buyer’s toolset is fully implemented. Once this has been implemented and the performance scale is understood, the table above shall be updated to reflect this via the Variation Procedure. In particular, where ‘TBC’ is stated within the ‘Coefficient (m)’ column within Table 7 above, as stated during the Further Competition Procedure, this is because its confirmation is dependent on the award of a separate contract between Defra and a third party. This is expected to be known in April 2025.

## Security, Incident and Event Monitoring (“SIEM”) Service

* 1. Incident ownership response times and resolution plan production times for the SIEM Service. Security Incident priority is as defined in the Incident Management Process.
	2. Service Credits shall not apply to the Service Levels within Table [8](#bookmark29).

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## Table 8: Security Monitoring response times and resolution plan production times

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Performance Indicator** | **Security****Incident Priority** | **Service Level Threshold** | **Service****Failure Threshold** | **Service Hours** | **Service Period** | **Publishable****Performance Information** |
| SIEM-1 | P1 Security Incident Responsetime | 1 | ≤ 30 ServiceMinutes | ≥90 Minutes | 24 hours daily on every day of the year –24x7x365(6) | Monthly | NO |
| SIEM-2 | P1 Security Incident Resolution Planproduction | 1 | ≤ 1 WorkingDay | ≥5 WorkingDay | 24 hours daily on every day of the year – 24x7x365(6) | Monthly | NO |
| SIEM-3 | P2 Security Incident Responsetime | 2 | ≤ 1 ServiceHour | ≥3 Hours | 24 hours daily on every day of the year –24x7x365(6) | Monthly | NO |
| SIEM-4 | P2 Security Incident Resolution Planproduction | 2 | ≤ 3 WorkingDays | ≥ 10 WorkingDays | 24 hours daily on every day of the year – 24x7x365(6) | Monthly | NO |
| SIEM-5 | P3 Security Incident Responsetime | 3 | ≤ 4 ServiceHours | ≥12 Hours | Mon-Fri 08:00 to18:00 excluding public holidaysin England | Monthly | NO |
| SIEM-6 | P3 Security Incident Resolution Plan production | 3 | ≤ 5 Working Days unless otherwise agreed with the Buyer inwriting | None | Mon-Fri 08:00 to18:00 excluding public holidays in England | Monthly | NO |
| SIEM-7 | P4 Security Incident Responsetime | 4 | ≤ 8 ServiceHours | 32 Hours | Mon-Fri 08:00 to18:00 excluding public holidays in England | Monthly | NO |
| SIEM-8 | P4 Security Incident Resolution Plan production | 4 | ≤ 10 Working Days unless otherwise agreed with the Buyer inwriting | None | Mon-Fri 08:00 to18:00 excluding public holidays in England | Monthly | NO |

1. **Request Fulfilment**
	1. Service Credits shall not apply to the Service Levels within Table [9](#bookmark30).
	2. The Supplier must resolve each Service Request within one (1) Working Day from the time of logging, unless otherwise agreed between the Buyer and Supplier.

## Table 9: Service Requests

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Level Reference** | **Number of Service Requests per****Service Period** | **Coefficient (m)** | **Service Level Threshold (a)** | **Service Failure Threshold (b)** |
| RF-1 | 39 or fewer | Not applicable | No more than 2 Service Requests are fulfilled in excess of the maximum fulfilment lead times as set out in the Service Catalogue | 5 or more Service Requests are fulfilled in excess of the maximum fulfilment lead times as set out in the Service Catalogue |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Level Reference** | **Number of Service Requests per****Service Period** | **Coefficient (m)** | **Service Level Threshold (a)** | **Service Failure Threshold (b)** |
| RF-2 | 40 and more | Not applicable | 95% | 85% |

## Emergency Response Service

**Table** **10: Emergency Response Service**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Service Level****Reference** | **Delivery Location** | **Coefficient (m)** | **Service Level Threshold****(a)** | **Service Failure Threshold****(b)** | **Minimum Service Credit****% (c)** | **Maximum Service Credit****% (d)** |
| EDO-1 | Mainland Uk | -6.25 | 36 hours | ***[REDACTED]*** | ***[REDACTED]*** | 100% of installationcharge |
| EDO-2 | Non Mainland UK | n/a | n/a | ***[REDACTED]*** | ***[REDACTED]*** | n/a |

* 1. The calculation of any Service Credits due in respect of failure to meet the Emergency Response Service shall be based on each individual install and be the sum of installations charges relating to that failure.

## Operational Performance Indicators

* 1. ‘Problem Priority’ within Table [11(a)](#bookmark32) refers to the meaning within the Buyer’s Problem Management Process.
	2. Service Credits shall not apply to the Service Levels within Tables [11(a)](#bookmark32), [11(b)](#bookmark33), [11(c)](#bookmark34), and [11(d)](#bookmark35).

## Table 11(a): Problem Management

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Service Level** | **Problem Priority** | **Service Level Threshold** | **Service Failure****Threshold** | **Service Hours** | **Service Period** | **Publishable Performance****Information** |
| PM-1 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| PM-2 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| PM-3 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PM-4 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| PM-5 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| PM-6 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

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The Service Levels within Table [11(b)](#bookmark33) must be performed in conjunction with the Buyer’s Knowledge Management Policy.

## Table 11(b): Knowledge Management

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Service Level** | **Service Level Threshold** | **Service Failure****Threshold** | **Service Hours** | **Service Period** | **Publishable Performance****Information** |
| KM-1 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| KM-2 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| KM-3 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

* 1. The Service Levels within Table [11(c)](#bookmark34) must be performed in conjunction with the Buyer’s Configuration Management Policy and Hardware Asset Management Policy.

## Table 11(c): Asset and Configuration Management

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Service Level** | **Service Level Threshold** | **Service Failure****Threshold** | **Service Hours** | **Service Period** | **Publishable Performance****Information** |
| ACM-1 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| ACM-2 | * ***[REDACTED]***
 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

* 1. The Service Levels within Table [11(d)](#bookmark35) must be performed in conjunction with the Buyer’s Change and Evaluation Management Process (SMSI-071-001- 003).

## Table 11(d): Change Management

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Service Level** | **Service Level Threshold** | **Service Failure****Threshold** | **Service Hours** | **Service Period** | **Publishable Performance****Information** |
| CM-1 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| CM-2 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| CM-3 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| CM-4 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |
| CM-5 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | NO |

## Sustainability

**Table** **12: Sustainability**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference** | **Service Level** | **Service Level Threshold** | **Service Failure****Threshold** | **Service Hours** | **Service Period** | **Publishable Performance****Information** |
| SUS-1 | Provide a service which is on track to be net zero by 2050 or sooner (2030 or sooner for EA services) | Fulfilling the respective obligations as detailed within ‘S-ES1’ of Call-Off Schedule 4 (Call-OffTender). | 100% | NA | Each Contract Year | Yes |
| SUS-2 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | No |
| SUS-3 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | No |

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| SUS-4 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | No |
| SUS-5 | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | ***[REDACTED]*** | No |

* 1. Service Credits shall not apply to the Service Levels within Table 12.

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# ANNEX 2 TO PART A: CRITICAL SERVICE LEVEL FAILURE

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## Critical Service Level Failure

* 1. A Critical Service Level Failure will be deemed to have occurred as described in Table [13](#bookmark38).
	2. In the event of any Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

## Table 13: Critical Service Level Failures

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Level Performance Criteria** | **Service Level Reference** | **Event** | **Service Level for remedial action** | **Consequence** |
| ***[REDACTED]*** |

# ANNEX 3 TO PART A:

**SYSTEMS OF MEASUREMENT REFERENCE DOCUMENT**

Framework Ref: RM6116

## Table 14: Outline Systems of Measurement Reference Document

|  |  |  |
| --- | --- | --- |
| **Service Level** | **Service Level Determination and measurement description and method used to monitor, capture relevant data and/or verify Service Level attainment within the Service Period** | **Performance calculation method** |
| ***[REDACTED]*** |

# PART B: PERFORMANCE MONITORING

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## Principal Points

* 1. Part [B](#bookmark40) to this Schedule provides the method for monitoring the provision of the Services:
		1. to ensure that the Supplier is complying with the Service Levels; and
		2. for identifying any failures to achieve Service Level Thresholds in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").

## Reporting of service failures

* 1. The Supplier shall report all failures to achieve Service Level Thresholds and any Critical Service Level Failure to the Buyer.

## Performance monitoring and performance review

* 1. The Supplier shall provide the Buyer with performance monitoring reports in advance of each monthly meeting of the Service Management Board, as outlined in Schedule 15 (Call-Off Contract Management). These shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
		1. for each Service Level, the performance achieved in the relevant Service Period;
		2. a summary of all failures to achieve Service Level Thresholds that occurred during that Service Period;
		3. any Critical Service Level Failures and details in relation thereto;
		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 Service Period indicating the failures and Service Levels to which the Service Credits relate; and
		6. such other details as the Buyer may reasonably require.
	2. The Parties shall attend the Service Management Board to discuss Performance Monitoring.
	3. The Supplier shall provide to the Buyer in advance of each Service Management Board (as a minimum) root cause analysis for each Service Level Failure and such other supporting 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.

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**Call-Off Schedule 14 (Service Levels)**

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## Satisfaction surveys

* 1. In order to assess the level of performance of the Supplier, the Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
	2. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Call- Off Contract.
	3. All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement provisions agreed herein.

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