Order Schedule 14 (Service Levels)

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

|  |  |
| --- | --- |
| “Critical Service Level Failure” | 1. has the meaning given to it in the Order Form; |
| "Service Credits" | 1. any service credits specified in the Annex to Part A of this Schedule 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" | 1. has the meaning given to it in the Order Form; |
| "Service Level Failure" | 1. means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

1. What happens if you don’t meet the Service Levels
   1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
   2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.
   3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
   4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
      1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
      2. the Service Level Failure:
         1. exceeds the relevant Service Level Threshold;
         2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
         3. results in the corruption or loss of any Government Data; and/or
         4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
      3. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
   5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      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.
2. Critical Service Level Failure

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
  2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 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. is likely to or fails to meet any Service Level Performance Measure; or
  2. is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    2. instruct the Supplier to comply with the Rectification Plan Process;
    3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
    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).

1. Service Credits
   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. 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 calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

| Service Levels | | | | Service Credit for each Service Period |
| --- | --- | --- | --- | --- |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold |
| **Timeliness** | Delivery of workstream deliverables and outputs by the deadline dates set in the latest version of the supplier’s Gantt chart covering both projects.  All changes to the deadlines of workstream deliverables and outputs in the Gantt must be agreed in advance with DESNZ.  Pass / fail per workstream. Fail if any deadline within a workstream is exceeded by one week or more. | All workstreams across both projects are ‘Pass’ for the Service Period. | Two or more workstreams across both projects are ‘Fail’ within the Service Period. | N/A |
| **Quality of data and outputs** | Number of output review & comments rounds, beyond the agreed minimum, required by DESNZ to meet the specified quality standards.  DESNZ to issue covering email for each comments round, including a RAG rating on current quality level:  Green = sufficient for sign-off, with no more than cosmetic adjustments required.  Amber = meets specification, but substantial revisions required.  Red = does not meet specification, or major revisions required.  Number of review rounds per output, beyond the agreed minimum, given an ‘Amber’ or ‘Red’ quality rating by DESNZ | All outputs reach the specified quality standards (‘Green’ rating) within the agreed minimum number of review rounds. | One or more outputs across both projects requires two or more review rounds beyond the agreed minimum number to reach the required quality standards (‘Green’ rating).  e.g. if an output with an agreed minimum number of 2 review rounds, requires 4 or more rounds to reach a Green rating.  See 'Rounds of Review Min comment sheet' | N/A. |
| **Project Management** | Recording of changes to workstream activity timings, output timings or project staff within supplier’s Gantt chart covering both projects.  Pass / fail per change (as defined above) within current or previous service period, accurately recorded within 14 calendar days of occurrence. | All changes to the timings of workstream activities and outputs, and of staff working on either project, are accurately recorded within 14 calendar days of occurrence. | Two or more changes are either not recorded in the Gantt chart within 14 calendar days of occurrence, or are inaccurately recorded. | N/A |
| **Risk Management** | Recording of newly-identified project risks (by supplier or DESNZ) to project risk log, with an associated control agreed with DESNZ.  Pass / fail per newly-identified risk (as defined above) within current or previous service period, accurately recorded with an agreed control within 14 calendar days of initial identification | All newly-identified project risks are logged in the project risk log, with an associated control agreed with DESNZ, within 14 calendar days of initial identification. | Two or more newly-identified risks are either not recorded in the risk log within 14 calendar days of occurrence, or do not record an associated control agreed with DENZ, or are inaccurately recorded. | N/A |
| **Social Value** | Within the monthly project summary report, delivery of a current status update evidencing implementation of supplier’s agreed social value plan to agreed timeline.  Pass / fail for inclusion of at least one update per service period. | All monthly summary reports include at least one accurate status update on the implementation of the agreed social value plan, such that DESNZ maintains confidence that the plan will be implemented in full by project closure. | The monthly project summary report either does not include an update on implementation of the social value plan, or the update is insufficiently detailed to credibly evidence delivery in full by project closure. | N/A |

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

**Not Applicable.**Part B: Performance Monitoring

1. Performance Monitoring and Performance Review
   1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
   2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
      2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      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
      6. such other details as the Buyer may reasonably require from time to time.
   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. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
      2. be attended by the Supplier's Representative and the Buyer’s Representative; and
      3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.
   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.
   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
   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.