

Order 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 specified in the Annex to Part A of this Schedule being payable by the Agency to the Client in respect of any failure by the Agency 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 Annex to Part A of this Schedule; and |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

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

- 2.1 The Agency shall at all times provide the Goods or Services to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Agency acknowledges that any Service Level Failure shall entitle the Client 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 Client as a result of the Agency's failure to meet any Service Level Performance Measure.
- 2.3 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Client's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Agency has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:

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- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Agency;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Client being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Client is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Client Termination Rights).

2.5 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency 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 Client's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure

3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.1.2 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency 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 Client to terminate this Contract and/or to claim damages from the Agency for material Default.

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Part A: Service Levels and Service Credits**1. Service Levels**

If the level of performance of the Agency:

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

1.2.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Agency 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 Agency to the Client; 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

2.1 The Client shall use the Performance Monitoring Reports supplied by the Agency 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 Goods or Services and do not include VAT. The Agency shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

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

| Service Levels | | | | |
|--|--|--|---|---|
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure and calculation | Service Level Threshold | Service Points |
| SLA 1 Accurate and timely billing of Buyer | Accuracy /Timelines | at least 98% at all times within a 6 month rolling period. Performance % = (Total number of billing activity on time / Total number of billing activity) * 100 | Minor: Less Than 98.00% Major: Less Than 94.00% Critical: Less Than 88.00% | Minor = 3 Major = 6 Critical = 10 |
| SLA 2 Delivery on time and to agreed quality standard | Percentage of deliverables delivered on time as set out in the Implementation plan to an acceptable quality agreed by the authority. | at least 95% at all times measured each month. Performance % = (Total number of deliverables on time / Total number of deliverables) * 100 | Minor: Less Than 95.00% Serious: Less Than 92.00% Major : Less Than 90.00% Critical Less Than 90.00% for two consecutive periods | Minor = 10 Serious = 25 Major = 75 Critical = 100 |
| SLA 3 Delivery of proposals/plans on time to agreed quality and standard. | Supplier proposals/plans (fully costed implementation plan) to an acceptable quality as referred in Specification 2.4.3 | Provided with x working days of being requested as referred to Specification 2.4.4. | Numbers of working days late Minor = <5 Serious = <10 Major = <15 Critical = 15> | Numbers of working days late <5 Minor = 10 <10 Serious = 25 <15 Major = 75 15> Critical = 100 |
| Social value KPI Social Value Question Agencies must demonstrate how they will support the government's social value commitment through their ways of working and policies. | We will collaborate with Capgemini (our parent company), industry experts (e.g. Code Your Future), and educational institutions to deliver specialised training programmes. These programmes will equip individuals with skills needed in high-demand sectors. | Recruitment and Training: Within three months, establish partnerships with Capgemini and local organisations Within six months, begin participation in Capgemini training programmes Ongoing: Monitor progress, gather feedback, and adjust training programmes as necessary. Community Engagement: Within six months, organise outreach events and career guidance sessions in targeted communities. | Metrics and Reporting: We will track training completion rates, employment outcomes, and feedback from participants using surveys, interviews, and performance indicators. Regular reports will detail progress against targets, including successes, challenges, and lessons learned. Continuous improvement will be driven by feedback from participants, staff, and | |

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| Service Levels | | | | |
|-------------------------------------|---|---|--|----------------|
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure and calculation | Service Level Threshold | Service Points |
| | Additionally, we will offer apprenticeships, internships, and mentorship programmes | Ongoing: Maintain regular engagement with communities through workshops, volunteering opportunities, and feedback mechanisms. | community partners. Transparency will be ensured through regular communication with clients, stakeholders, and agency reporting. | |

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

Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Charges payable to the Client as Service Credits to be deducted from the next Invoice payable by the Client

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Client as Service Credits to be deducted from the next Invoice payable by the Client

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client 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.

3.2 The Agency shall provide the Client 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:

- 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 3.2.3 details of any Critical Service Level Failures;
- 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 3.2.5 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
- 3.2.6 such other details as the Client may reasonably require from time to time.

3.3 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 Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:

- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;
- 3.3.2 be attended by the Agency's Representative and the Client's Representative; and
- 3.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client's Representative and any other recipients agreed at the relevant meeting.

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3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client's Representative at each meeting.

3.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

4. Satisfaction Surveys

4.1 The Client may undertake satisfaction surveys in respect of the Agency's provision of the Goods or Services. The Client shall be entitled to notify the Agency of any aspects of their performance of the provision of the Goods or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.