

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 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"	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 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 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.
- 2.3 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.
- 2.4 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 (CCS and Buyer Termination Rights).

2.5 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:

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

- 1.a.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;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.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 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 Annex to Part A of this Schedule.

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

The below are considered conditions of the contract, delivery of the milestone plan outlined in within call-off Schedule 20 Key milestones.

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Implementation Phase				
Agreed Delivery Plan	Percentage of tasks completed according to the delivery plan	Track the completion status of each task against the delivery plan Service Level Performance Measure = total number of tasks as per the agreed delivery plan Actual Service Level performance = number of tasks completed as per the agreed delivery plan	100% of tasks completed as per the agreed delivery plan	The Authority reserves the right to request a corrective action plan if performance falls below 100%. Rectification plan to be submitted within 10 working days from request.
Monthly Interim Reports	Number of monthly interim reports submitted on time and to agreed quality	Record the submission dates of interim reports and compare them to the deadlines Service Level Performance Measure = total number of monthly interim reports as per the agreed delivery plan Actual Service Level performance =	100% of monthly interim reports submitted by the agreed deadline/q	The Department reserves the right to request a written explanation and improvement plan if reports are late or below standard. Rectification plan to be

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		number of monthly interim reports submitted on time and to agreed quality	quality	submitted within 10 working days from request.
Timing				
Audit Milestones	Percentage of audit milestones met on time	<p>Track the completion dates of each milestone and compare them to the planned dates</p> <p>Service Level Performance Measure = total number of audit milestone</p> <p>Actual Service Level performance = number of audit milestones met on time</p>	95% of audit milestones met by the scheduled dates	The Department reserves the right to issue a 0.25% Service Credit gained for each percentage under the specified Service Level Threshold Measure, capped to 5%.
Quality				
Report Content	Number of requested items included in each audit report	<p>Review each report to ensure all requested items are included</p> <p>Service Level Performance Measure = total number of requested items in each audit report</p> <p>Actual Service Level performance = Number of requested items included in each audit report</p>	100% of items requested by the DfE included in each report	The Department reserves the right to withhold payment until corrections are made.
Auditor Responsiveness				

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Response Time	Average response time to client queries	<p>Flag and report exceptions where response time not met.</p> <p>Service Level Performance Measure = total number of queries</p> <p>Actual Service Level performance = Number of queries responded to within 2 working days</p>	Acknowledge/Respond/Provide response timeline to 100% of queries within 2 working days	The Department reserves the right to issue a 0.25% Service Credit gained for each percentage under the specified Service Level Threshold Measure, capped to 5%.
Resolution Efficiency	Percentage of issues resolved within five replies/emails	<p>Flag and report exceptions where response time not met.</p> <p>Service Level Performance Measure = total number of issues</p> <p>Actual Service Level performance = Number of issues resolved within five replies/emails</p>	75% of issues resolved within five replies/emails	The Department reserves the right to issue a 0.25% Service Credit gained for each percentage under the specified Service Level Threshold Measure, capped to 5%.
Communication Quality	Clear, accurate, and well-structured written communication that takes into account technical expertise of the government team you are working with	Collect feedback from the DfE team on the clarity, accuracy, and structure of written communication*	Achieve an average satisfaction score of 7 out of 10	The Department reserves the right to issue a 2% Service Credit if the average score falls below 7 out of 10.

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Social Value				
Social value SLA	On an annual basis, at least one trainee (Level 4 Apprentice) studying towards professional qualifications.	Provider to delivered 100% of opportunities detailed below. To be reviewed annually during the annual contract review meeting, with monthly updates provided to the buyer on progress.	Delivery of the opportunities delivered below.	The Authority reserves the right to request a corrective action plan if performance falls below 100%. Rectification plan to be submitted within 10 working days from request.

*The following scale will be used by DfE staff to score communication quality:

1-2: Communication is unclear and confusing, with frequent misunderstandings and use of jargon.

3-4: Communication is somewhat clear but often requires clarification and use of jargon.

5-6: Communication is generally clear but occasionally ambiguous and use of jargon.

7-8: Communication is clear and easy to understand, with rare need for clarification and use of jargon.

9-10: Communication is exceptionally clear, concise, and easily understood and use of jargon.

Social value commitment:

Trainees studying towards professional qualifications:

The provider has committed that the team delivering this contract will include at least one trainee (Level 4 Apprentice) studying towards professional qualifications, who will be involved throughout all stages of the engagement.

Career progression:

The contract delivery will provide employees (via on-the-job training) with additional skills necessary for this contract.

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The Service Credits shall be calculated on the basis of the formula in the table below.

0.25% Service Credit gained for each percentage under the specified Service Level Performance Measure, capped to 5% of each invoice.

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, capped to 5%.
<p>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). This is Capped to 5% of charges.</p> <ul style="list-style-type: none">• Worked example: 98% threshold – 75% performance = 23%• 23% times 0.25 service credit rate = 5.75%.• This service credit percentage would be capped/reduced to the 5% cap, if exceeded.	=	5% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 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.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 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 Buyer 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 Supplier and the Buyer 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 Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 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.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's

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Representative and the Buyer's Representative at each meeting.

- 3.5 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.

4. Satisfaction Surveys

- 4.1 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.