

**SCHEDULE 3 (PERFORMANCE LEVELS)**

[Subject to contract]

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# **Schedule 3 (*Performance Levels*)**

## **1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Available”</b>	has the meaning given in Paragraph 1.1 of Part B of Annex 1;
<b>“End User”</b>	any person authorised by the Authority to use the IT Environment and/or the Services;
<b>“Help Desk”</b>	the single point of contact help desk set up and operated by the Supplier for the purposes of this Contract;
<b>“Non-Available”</b>	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available;
<b>“Performance Monitoring Report”</b>	has the meaning given in Paragraph 1.2 of Part B;
<b>“Repeat KPI Failure”</b>	has the meaning given in Paragraph 3.1 of Part A;
<b>“Satisfaction Survey”</b>	has the meaning given in Paragraph 8.1 of Part B of Annex 1;
<b>“Service Availability”</b>	has the meaning given in Paragraph 2 of Part B of Annex 1;
<b>“Service Downtime”</b>	any period of time during which any of the Services are not Available.

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### Part A: Performance Indicators and Service Credits

#### 1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

#### 2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

#### 3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

##### Repeat KPI Failures

- 3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.
- 3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

**SP =** the number of Service Points that shall accrue for the Repeat KPI Failure; and

**P =** the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

**[Worked example based on the following Service Points regime for Service Availability:]**

Service Availability Severity Levels	Service Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1

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Serious KPI Failure:	97.0% - 97.9%	2
Severe KPI Failure:	96.0% - 96.9%	3
KPI Service Threshold:	below 96%	4

#### **Example 1:**

If the Supplier achieves Service Availability of 98.5% in a given Measurement Period, it will incur a Minor KPI Failure for Service Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves Service Availability of 96.5%, it will incur a Severe KPI Failure and accordingly accrue 3 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 6 Service Points for the failure (i.e.  $SP = 3 \times 2$ ). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will again incur 6 Service Points.

#### **Example 2:**

If the Supplier achieves Service Availability of 96.5% in a given Measurement Period, it will incur a Severe KPI Failure for Service Availability in that Measurement Period and accordingly accrue 3 Service Points. If, in the next Measurement Period, it achieves Service Availability of 98.5%, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 2 Service Points for the failure (i.e.  $SP = 1 \times 2$ ). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 Service Points.]

### **4 PERMITTED MAINTENANCE**

- 4.1 The Supplier shall be allowed to book Service Downtime for Permitted Maintenance which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

### **5 SERVICE CREDITS**

- 5.1 Schedule 15 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.
- 5.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

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### **Part B: Performance Monitoring**

#### **1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 Within 10 Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the "**Performance Monitoring Report**").

#### **Performance Monitoring Report**

- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

#### **Information in respect of the Service Period just ended**

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;
- (e) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
  - (i) whether or not a Rectification Plan has been agreed; and
  - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
- (l) such other details as the Authority may reasonably require from time to time; and

#### **Information in respect of previous Service Periods**

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- (m) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (n) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;
- (o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

#### **Information in respect of the next Service Period**

- (p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Service Period.

1.4 The Parties shall attend the Service Management Board on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports, in accordance with Schedule 21 (*Governance*).

1.5 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

### **2 PERFORMANCE RECORDS**

2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received, automated logs in tabular format etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.3 The Supplier shall ensure that the Performance Monitoring Report (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

### **3 PERFORMANCE VERIFICATION**

3.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

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#### Annex 1: Key Performance Indicators and Subsidiary Performance Indicators [TBN]

##### Part A: Key Performance Indicators and Subsidiary Performance Indicators Tables

The Performance Indicators that shall apply to the Operational Services are set out below.

#### 1 Key Performance Indicators

Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
KPI1	Service Availability of the Live Environment	See Paragraph 1 and Paragraph 2 of Part B of this Annex.	Monthly	Target Performance Level	[99.99]%		Yes
				Minor KPI Failure	[99.96]%- [99.98]%	[20] Service Points.	
				Serious KPI Failure	[99.93]%- [99.95]%	[50] Service Points.	
				Severe KPI Failure	[99.9]%-[99.92]%	[100] Service Points.	
				KPI Service Threshold	<[99.9]%	[200] Service Points.	
KPI2	Help Desk Response Times	See Paragraph 3 of Part B	Monthly	Target Performance Level	Up to [1 minute]		Yes

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
		of this Annex.					
				Minor KPI Failure	Between [1 and 5 minutes]	[1] Service Point per 1 minute over Target.	
				Serious KPI Failure	Between [5 and 10 minutes]	[1] Service Point per 1 minute over Target.	
				Severe KPI Failure	Between [10 and 30 minutes]	[1] Service Point per 1 minute over Target.	
				KPI Service Threshold	Over [30 mins]	[1] Service Point per 1 minute over Target.	
KPI3	Fix Times	See Paragraph 4 of Part B of this Annex.	Monthly	Target Performance Level	<ul style="list-style-type: none"><li>• P1/P2: [Up to 1 hour].</li><li>• P3/P4: [Up to 2 hours].</li></ul>		Yes



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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Minor KPI Failure	<ul style="list-style-type: none"><li>• <b>P1/P2:</b> [Between 1 hour and 2 hours].</li><li>• <b>P3/P4:</b> [Between 2 hours and 4 hours].</li></ul>	[1] Service Point per 1 minute over Target.	
				Serious KPI Failure	<ul style="list-style-type: none"><li>• <b>P1/P2:</b> [Between 2 hours and 3 hours].</li><li>• <b>P3/P4:</b> [Between 4 hours and 8 hours].</li></ul>	[1] Service Point per 1 minute over Target.	
				Severe KPI Failure	<ul style="list-style-type: none"><li>• <b>P1/P2:</b> [Between 3 hour and 4 hours].</li><li>• <b>P3/P4:</b> [Between 8 hours and 16 hours].</li></ul>	[1] Service Point per 1 minute over Target.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				KPI Service Threshold	<ul style="list-style-type: none"><li>• <b>P1/P2:</b> [Over 4 hours].</li><li>• <b>P3/P4:</b> [Over 16 hours].</li></ul>	[1] Service Point per 1 minute over Target.	
KPI5	Problem Diagnosis Times	See Paragraph 5 of Part B of this Annex.	Monthly	Target Performance Level	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within [5] Working Days.		Yes
				Minor KPI Failure	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within [7] Working Days.	[5] Service Points per day over Target Performance Level.	
				Serious KPI Failure	Provision to the Authority of a report detailing	[5] Service Points per day over	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					the Root Cause Analysis of the Problem and the proposed resolution within [10] Working Days.	Target Performance Level.	
				Severe KPI Failure	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within [15] Working Days.	[5] Service Points per day over Target Performance Level.	
				KPI Service Threshold	Provision to the Authority of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within [20] Working Days.	[5] Service Points per day over Target Performance Level.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
KPI4	Defect Fix Times	See Paragraph 6 of Part B of this Annex.	Monthly	Target Performance Level	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within [5] Working Days.		Yes
				Minor KPI Failure	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within [7] Working Days.	[10] Service Points per day over Target.	
				Serious KPI Failure	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within [10] Working Days.	[10] Service Points per day over Target.	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
				Severe KPI Failure	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within [15] Working Days.	[10] Service Points per day over Target.	
				KPI Service Threshold	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within [20] Working Days.	[10] Service Points per day over Target.	
KPI7	Virtual Library Completeness	See Paragraph 7 of Part B of this Annex.	Monthly	Target Performance Level	Within [5] Working Days of the specified Update Requirement.		No
				Minor KPI Failure	Within [10] Working Days of the specified	[5] Service Points per day over	

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Key Performance Indicator No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Service Points	Publishable Performance Information
					Update Requirement.	Target Performance Level.	
				Serious KPI Failure	Within [15] Working Days of the specified Update Requirement.	[5] Service Points per day over Target Performance Level	
				Severe KPI Failure	Within [20] Working Days of the specified Update Requirement.	[5] Service Points per day over Target Performance Level	
				KPI Service Threshold	Within [30] Working Days of the specified Update Requirement.	[5] Service Points per day over Target Performance Level	

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#### 2 Subsidiary Performance Indicators

Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
SPI1	User Satisfaction	See Paragraph 8 of Part B of this Annex.	Monthly	Target Performance Level	[85%] satisfied or very satisfied	Yes
				KPI Service Threshold	[<70%] satisfied or very satisfied.	
SPI2	Reduction in number of duplicate Accounts	See Paragraph 9 of Part B of this Annex.	Monthly	Target Performance Level	[TBN]	Yes
				KPI Service Threshold	[TBN]	
SPI3	Message success and acknowledgement rates	See Paragraph 9.1 of Part B of this Annex.	Monthly	Target Performance Level	[TBN]	Yes
				KPI Service Threshold	[TBN]	

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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
SPI4	Number of successful Messages sent per Contact Channel	See Paragraph 10.1 of Part B of this Annex.	Monthly	Target Performance Level	[TBN]	Yes
				KPI Service Threshold	[TBN]	
SPI5	Social Value PI (SPVI1)	See Paragraph 11.1 of Part B of this Annex.	Monthly	Target Performance Level	[TBN]	Yes
				KPI Service Threshold	[TBN]	
SPI6	Social Value PI (SPVI2)	See Paragraph 10.1 of Part B of this Annex.	Monthly	Target Performance Level	[TBN]	Yes
				KPI Service Threshold	[TBN]	



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Subsidiary Performance Indicator No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Target Performance Levels	Publishable Performance Information
SPI7	Service Availability of the non-Live Environments	See Paragraph 1 and Paragraph 2 of Part B of this Annex.	Monthly	Target Performance Level	[99.99]%	Yes
				KPI Service Threshold	[99.9]%	

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### **Part B: Definitions**

#### **1 AVAILABLE**

1.1 The IT Environment and/or the Services shall be Available when:

- (a) End Users are able to access and utilise all the functions of the Supplier System and/or the Services; and
- (b) the Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured on a 24 x 7 basis); and
- (c) all Performance Indicators other than Service Availability are above the KPI Service Threshold.

#### **2 SERVICE AVAILABILITY**

2.1 Service Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

$$\text{Service Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

2.2 When calculating Service Availability in accordance with this Paragraph 2:

- (a) Service Downtime arising due to Permitted Maintenance that is carried out by the Supplier in accordance with Clause 9.4 (*Maintenance*) shall be subtracted from the total number of hours in the relevant Service Period; and
- (b) Service Points shall accrue if:
  - (i) any Service Downtime occurs as a result of Emergency Maintenance undertaken by the Supplier; or
  - (ii) where maintenance undertaken by the Supplier exceeds those set out in the set out in the Maintenance Schedule in any Service Period.

2.3 Service Availability for the Live Environment shall be measured in Operational Hours.

2.4 Service Availability for the non-Live Environments (the Testing Environment, the Sandpit Environment, and the Training Environment) shall be in Normal Working Hours.

#### **3 HELP DESK RESPONSE TIMES**

3.1 Measurement of Help Desk response times will be based on the time taken for a Help Desk operative to answer a call. Calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

3.2 The Supplier shall monitor the Help Desk response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

#### **4 FIX TIMES**

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- 4.1 The **"Fix Time"** of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and **"Resolution"** means in relation to a Service Incident either:
- (a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Service Levels; or
  - (b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.

- 4.2 Fix Times for Severity 3 Service Incidents and Severity 4 Service Incidents shall be measured in Normal Working Hours .

**Worked example:** if the Operational Hours for a fault are Normal Working Hours (0700-1900), then the clock stops measuring Fix Time at 1900 in the evening and restarts at 0700 the following day).

- 4.3 Fix times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured in Operational Hours (24x7).
- 4.4 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.
- 4.5 For the purposes of this Paragraph 4, the following expressions shall have the meanings set opposite them below:

**"Severity 1 Service Incident" or "P1"**

a Service Incident which, in the reasonable opinion of the Authority:

- (a) constitutes a loss of the Service which prevents a large group of End Users from working;
- (b) has a critical impact on the activities of the Authority;
- (c) causes significant financial loss and/or disruption to the Authority; or
- (d) results in any material loss or corruption of Authority Data;

**Non-exhaustive examples:**

- a loss of power to a data centre causing failure of Services;
- a failure of the Services to provide user authentication service;
- a Service Incident which prevents Internal Users from sending Messages via any Contact Channel; or
- the contingency process pursuant to Schedule 2 (Services Description) Annex A NF55 is not Available.

**"Severity 2 Service Incident" or "P2"**

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

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- (a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available;
- (b) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or
- (c) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

***Non-exhaustive examples:***

- corruption of organisational database tables;
- loss of ability to update Authority Data;
- non-Availability of non-Live Environments;
- a failure of the Supplier's back-up processes;
- a Service Incident whereby a Message has failed to reach Downstream Systems or a large proportion (>40%) of intended Users;
- a Service Incident or poor performance preventing External Users from Registering or accessing their Accounts or managing their Account Preferences; or
- a Service Incident that prevents Internal Users from Registering External Users or managing External Users' Account Preferences.

**“Severity 3 Service Incident” or “P3”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Authority; or
- (b) have a moderate adverse impact on the activities of the Authority;

***Non-exhaustive example:***

- inability to access data for a class of Users;
- issues pertaining to the non-Live Environments other than Availability; or
- a Service Incident or poor performance/ that prevents Internal User from carrying out Message management (including editing

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message content and geographic information)  
or administration tasks on the Supplier Solution.

**“Severity 4 Service Incident” or “P4”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users, or a flaw which is cosmetic and, as such, does not undermine the End User’s confidence in the information being displayed;

***Non-exhaustive example:***

- inability to access data for a single customer;
- component failures that degrades system performance other than in those cases already noted in Severity 1 to 3;
- spelling error; or
- misalignment of data on screen display.

## 5 PROBLEM DIAGNOSIS TIMES

5.1 For the purposes of this Paragraph 5, the following expressions shall have the meanings set opposite them below:

**“Problem”** the cause of one or more Services Incidents;

**“Root Cause Analysis”** a method of problem solving used for identifying the root causes of Service Incidents or Problems.

5.2 Measurement of problem diagnosis will be based on the time taken for the Supplier to enter a Problem in the ITSM Toolset (manually or otherwise) to the completion of a Root Cause Analysis.

5.3 The Supplier shall monitor the Problem diagnosis times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

## 6. DEFECT FIX TIMES

6.1. For the purposes of this Paragraph 6, the following expressions shall have the meanings set opposite them below:

**“Tested Package Fix”** an update provided by the Supplier to rectify a Defect in the Supplier System which:

- (a) fully resolves the root cause of the Defect;
- (b) does not generate another Supplier attributable Defect;
- (c) does not generate a Defect that could have been reasonably foreseen; and
- (d) does not generate a Defect in the systems of the Authority or Other Suppliers that could have been reasonably foreseen;

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#### **“Defect”**

- (a) any error or failure of code within the Software which causes the Supplier System to malfunction or to produce unintelligible or incorrect results;
- (b) any failure of the Supplier System to provide the performance, features and functionality specified in the Authority Requirements; or
- (c) any failure of the Supplier System to operate in conjunction with or interface with any other systems in order to provide the performance, features and functionality specified in the Authority Requirements.

### **7. VIRTUAL LIBRARY COMPLETENESS**

- 7.1. The Virtual Library shall be complete where all of the information required under Schedule 24 (*Reports and Records Provisions*) has been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.

### **8. SATISFACTION SURVEYS**

- 8.1. In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End Users (each such survey a **“Satisfaction Survey”**), the results of which may be reflected in the Performance Monitoring Report. The subject matter of Satisfaction Surveys may include:
- (a) the assessment of the Supplier’s performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or
  - (b) other suggestions for improvements to the Services.
- 8.2. The Authority shall reflect in the Performance Monitoring Report any aspects of the Supplier’s performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

### **9. DUPLICATE ACCOUNTS**

- 9.1. [TBC]

### **10. MESSAGE SUCCESS AND ACKNOWLEDGEMENT RATES**

- 10.1. [TBC]

### **11. NUMBER OF SUCCESSFUL MESSAGES SENT PER CONTACT CHANNEL**

- 11.1. [TBC]

### **12. SOCIAL VALUE SVPI1**

- 12.1. [TBC]

### **13. SOCIAL VALUE SVPI2**

- 13.1. [TBC]