

## APPENDIX 2 - SERVICE PERFORMANCE REPORTS

The Service Performance Report will consist of the following:

<b>Commentary</b>	The Service Provider shall provide a commentary on Service Levels performance, in the format detailed in Schedule 4 (Service Scope Specification),
<b>Complaints and Commendations</b>	The Service Provider shall provide summary information of any complaint or commendation reported to the Authority in the Period, in the format detailed in Schedule 4 (Service Scope Specification).
<b>Incident Management Report</b>	<p>A Periodic report which details the following for each priority level:</p> <ul style="list-style-type: none"> <li>➤ The total number of Incidents raised: <ul style="list-style-type: none"> <li>▪ The number of Incidents by open/close status;</li> <li>▪ Average time of resolution.</li> </ul> </li> <li>➤ Repeat failures</li> <li>➤ For Incidents not resolved within Service Levels: <ul style="list-style-type: none"> <li>▪ Incident reference;</li> <li>▪ Status;</li> <li>▪ Date raised;</li> <li>▪ Raised by name;</li> <li>▪ Incident description; and</li> <li>▪ Reason for resolution outside of Service Levels.</li> </ul> </li> <li>➤ Summary of Major Incidents</li> </ul>
<b>Service Levels performance</b>	<p>The Service Provider shall provide a report in an Excel format or as agreed by the Authority showing the overall Service Level performance against each Service Level of the Contract detailing:</p> <ul style="list-style-type: none"> <li>➤ The degree of compliance against each and every Service Level specified in Appendix 1:</li> <li>➤ The Service Levels that attract a Service Credit or/and, where applicable, Service Bonus</li> <li>➤ The Service Provider's performance against the Service Levels</li> <li>➤ Calculation of total Service Credits or/and, where applicable, Service Bonuses</li> <li>➤ any claim for relief from performance at Service Level and/or the application of Service Level Credits to which the Service Provider is entitled</li> </ul>
<b>Correct Action Notice</b>	Update and status
<b>Other</b>	Service specific reporting requirement will be detailed in Schedule 4 (Service Scope Specification) and the Authority, may from time to time, request additional reporting information to support the management of a systems and the Service.

### APPENDIX 3 - MAJOR INCIDENT LIST

This Appendix contains:-

1. An initial list (in the table below) of Incidents which are considered as Major Incidents for the purposes of this Contract, and
2. The categorisation of those Incidents, in accordance with the following:
  - Category 1 – a Major Incident which involves a material failure of any part, or all, of the Services or the material unavailability of any Service Provider Site for more than one (1) hour;
  - Category 2 – a Major Incident which is not a Category 1 Major Incident but which involves a material failure of a part of the Services at a Service Provider Site or a prolonged customer-facing system failure for more than one (1) hour but less than four (4) hours. Where a Category 2 Major Incident continues for more than four (4) hours, it shall be deemed a Category 1 Major Incident; and
  - Category 3 – a Major Incident that is not classified as Category 1 or 2.

Category 1	Category 2	Category 3
<ul style="list-style-type: none"> <li>❖ Complete loss of communications or power to a Service Provider Site</li> <li>❖ Any security breach</li> <li>❖ Any software change results in unavailability or degradation of all of the Service</li> </ul>	<ul style="list-style-type: none"> <li>❖ System or telephone fault prevents 25% or more of Services being available</li> <li>❖ System or telephone fault prevents 25% of staff on the Contract being able to fulfil all Services</li> <li>❖ Loss of alternative back-up to a Service Provider Site</li> <li>❖ None of any individual stock or other consumable item required for the performance of the contract is available</li> <li>❖ Intermittent communications availability at a Service Provider Site</li> <li>❖ Any software change results in unavailability or degradation of part of the Service</li> </ul>	<ul style="list-style-type: none"> <li>❖ Where Authority Assets are provided, faults are such that 25% of production capacity has been unavailable for more than 24 hours</li> </ul>

3. A list of Disaster events below, which are considered to be Major Incidents for the purposes of this Contract (and which may, depending on the circumstances, give rise to a Category 1, Category 2 or Category 3 Major Incident in accordance with paragraphs 1 and 2 above):-

- A Service Provider's Site closed for reason of fire, flood, natural disaster or other external event.
- Pandemic or epidemic disease or illness affecting more than 25 per cent of the Service Provider's Personnel.
- Weather preventing or restricting access to a Service Provider's Site, such as heavy snow, where more than 25 per cent of the Service Provider Personnel scheduled to work are affected.
- Power loss to an area including and beyond just the Service Provider's Site.
- Communications loss to an area including and beyond just the Service Provider's Site.
- A Service Provider's Site closed at the request of the Police or other emergency service.
- Terrorism or other violent actions.

**APPENDIX 4 - NOT USED**

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## 9 SCHEDULE 9 - FORM OF VARIATION

### 1. General

In this Schedule:

- 1.1. The Authority's right to require the Service Provider to implement a Variation, or to propose that the Service Provider implements a Variation, is set out in paragraph 2.1;
- 1.2. the Service Provider's right to propose Variations is set out in paragraph 2.2;
- 1.3. the procedures for notifying the other Party of, and specifying, Variations required by the Authority or proposed by the Service Provider (as the case may be) are set out in paragraphs 3 and 4;
- 1.4. the procedures for implementing Variations are set out in paragraph 5;
- 1.5. the Service Provider's overriding obligations to minimise the cost and provide VfM in respect of any Variation are set out in paragraph 6.1; and
- 1.6. the contract management procedures for developing and implementing Variations are set out in paragraph 8.

### 2. Variation Rights

- 2.1. The Authority shall be entitled at any time to:
  - 2.1.1. require the Service Provider to implement a Variation to the Services;  
or
  - 2.1.2. propose a Variation to the Services to the Service Provider, and the Service Provider shall implement each Variation required or authorised in accordance with this paragraph 2.
- 2.2. The Service Provider may propose a Variation to the Services. The Authority shall not be obliged to consider or authorise any such proposal.

### 3. Proposed Variation Notice and Required Variation Notice

For a Variation under paragraph 2.1:

- 3.1. The Authority shall give notice to the Service Provider of a Proposed Variation (by submitting a "**Proposed Variation Notice**") or a Required Variation (by submitting a "**Required Variation Notice**") substantially in the form set out in this Schedule 9 (Form of Variation). The Authority may in its absolute discretion at any time issue a Required Variation Notice in respect of a Variation that has previously been the subject of a Proposed Variation Notice or a Service Provider's Proposal Notice (as the latter is defined in paragraph 4).
- 3.2. The Service Provider shall, within 15 Business Days from the date of delivery of any Proposed Variation Notice or Required Variation Notice (or within any additional period requested by the Service Provider and agreed to in writing by the Authority, the Authority acting reasonably), produce, sign and return a "**Service Provider Response**" substantially in the form set out in this Schedule 9 (Form of Variation) which shall set out the proposed method of implementing the relevant Variation, specifying inter alia:
  - 3.2.1. the time scale for doing so;

- 3.2.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 3.2.3. the impact of effecting the Variation on the provision of the Services;
- 3.2.4. the financial consequences of implementing the Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 3.2.5. anticipated Authority and/or Third Party dependencies; and
- 3.2.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those detailed for this purpose (if any) in Schedule 7 (Pricing Schedule).

- 3.3. In the case of a Required Variation Notice, the Authority shall specify in the Required Variation Notice any requirements in relation to the implementation of the Required Variation.

#### 4. Service Providers Proposal Notice

- 4.1. For a Variation under paragraph 2.2, the Service Provider shall notify its proposals for a Variation to the Authority by a notice substantially in the form set out in this Schedule 9 (Form of Variation) (the “**Service Provider’s Proposal Notice**”). The Service Provider shall set out the proposed method of implementing the Variation, specifying inter alia:

- 4.1.1. the time scale for doing so;
- 4.1.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 4.1.3. the impact of effecting the proposed Variation on the provision of the Services;
- 4.1.4. the financial consequences of implementing the proposed Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 4.1.5. anticipated Authority and/or Third Party dependencies; and
- 4.1.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such proposed Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those described in paragraph 3.2 above. Within 10 Business Days of the delivery by the Service Provider of a Service Provider’s Proposal Notice, the Authority shall notify the Service Provider whether it wishes to consider the Variation set out in the Service Provider’s Proposal Notice.