

Schedule 10 (Performance Levels)

1. Definitions

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

"Critical Failure Level"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Critical KPI Failure"	the Supplier's performance drops to the Critical Failure Level in relation to any 2 or more Key Performance Indicators in each of 2 consecutive Service Periods;
"ITSM Classification"	the Supplier's assignment of a ticket to each incident based on type (incident, service request, change or problem) and priority (level of urgency and impact);
"KPI Failure"	a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;
"KPI Performance Measure"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"KPI Threshold"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Measurement Period"	in relation to a Key Performance Indicator, the period over which the Supplier's performance is measured as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Performance Monitoring Reports"	has the meaning given in Paragraph 1.2 of Part B of this Schedule;
"Performance Review Meetings"	has the meaning given in Paragraph 1.3 of Part B of this Schedule;
"Response Time"	the period beginning when an incident report is received by the Supplier and ending when the Supplier provides any communication in any form in response to the incident;
"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 KPI Failure; and

"Service Credit Cap" has the meaning given to it in the Award Form, per Month.

2. What happens if you don't meet the KPI Performance Measures

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.
- 2.2 The Supplier acknowledges that any KPI 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 KPI 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 to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period.
- 2.4 Subject to Paragraphs 2.5 and 3, in each Month, the total Service Credits payable by the Supplier to the Buyer shall not exceed the Service Credit Cap.
- 2.5 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:
 - 2.5.1 the value of Service Credits has over the previous twelve (12) Month period exceeded the value that is 12 times the Service Credit Cap; and/or
 - 2.5.2 the KPI Failure:
 - a) exceeds the relevant KPI Threshold;
 - b) has arisen due to a wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data (in which case the indemnity in Clause 18.6.4 and any or all of the other provisions of Clauses 18.4 and 18.5 and/or Clause 18.6 of the Core Terms may apply);
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - e) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (*When the Buyer can end the contract*).

3. Critical KPI Failure

On the occurrence of a Critical KPI Failure:

- 3.1 any Service Credits that would otherwise have accrued during the Service Period in which the Critical KPI Failure occurred shall not accrue (for the avoidance of any doubt, this would be the second Service Period of the two

consecutive Service Periods in which the Supplier's performance drops to the Critical Failure Level); and

- 3.2 the Buyer shall 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 KPI 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: Key Performance Indicators and Service Credits

1. Key Performance Indicators

If the level of performance of the Supplier:

1.1 is likely to cause or causes a KPI Failure to occur; or

1.2 is likely to cause or causes a Critical KPI 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:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and/or the Service Recipients and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process (notwithstanding the fact that a Notifiable Default may not have occurred, but using the same process to address the relevant performance issue);

1.2.3 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply).

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 Charges payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the invoice for the relevant Service Period in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex to Part A: Key Performance Indicators and Service Credits Table

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
<u>Connectivity</u>						
Availability	Percentage of time during a Month (24/7/365) when the Network is Available, excluding periods of planned maintenance	Resilient connections (aggregated): 99.9% Single connections (aggregated): 99.7%	97% for both resilient connections and single connections (aggregated)	Under 90% for both resilient connections and single connections (aggregated)	For each of the resilient connections and single connections: [REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure e.g., Availability of 98.9% of resilient	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
					connections will generate a [REDACTED] - Text redacted under Section 94(1)(b) PA23 Service Credit. Availability of 97.7% of single connections will generate a [REDACTED] - Text redacted under Section 94(1)(b) PA23 Service Credit	
Network performance metrics	Percentage of time during a Month (24/7/365) when the Network meets the specified bandwidth set out in Paragraph 4.8 of Schedule 2 (<i>Specification</i>), excluding periods of planned maintenance	98%	95%	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
					each percentage under the specified KPI Performance Measure	
Incident triage time	Percentage of all incidents triaged and assigned an ITSM Classification within 1 hour during Business Hours and On-call Hours	98%	95%	Not applicable	<div> <div></div> <div>- Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (Specification) for each percentage under the specified KPI Performance Measure</div> </div>	Monthly (reported on quarterly)
Critical incident Response Time	Number of Critical incidents per Month responded to within: <div> <div></div> <div>- Text redacted under</div> </div>	All Critical incidents responded to within the relevant times	One or more Critical incidents not responded to within the relevant times	Not applicable	<div> <div></div> <div>- Text redacted under Section 94(1)(b) PA23 of the Monthly</div> </div>	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
	Section 94(1)(a) PA23 during Business Hours and [REDACTED] - Text redacted under Section 94(1)(a) PA23 during On-call Hours				Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for each incident which does not meet the specified KPI Performance Measure	
High priority incident Response Time	Number of High priority incidents per Month responded to within: [REDACTED] - Text redacted under Section 94(1)(a) PA23 during Business Hours	All High priority incidents responded to within the relevant time	One or more High priority incidents not responded to within the relevant time	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for each incident which does not meet the specified KPI Performance Measure	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
Medium priority incident Response Time	Percentage of Medium priority incidents per Month responded to within: [REDACTED] - Text redacted under Section 94(1)(a) PA23 during Business Hours	98%	95%	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (Specification) for each percentage under the specified KPI Performance Measure	Monthly (reported on quarterly)
Low priority incident Response Time	Percentage of Low priority incidents per Month responded to within: [REDACTED] - Text redacted under Section 94(1)(a) PA23 during Business Hours	98%	95%	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (Specification) for	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
					each percentage under the specified KPI Performance Measure	
Critical incident resolution time Note: an incident is 'resolved' for the purpose of any KPI where a temporary fix is applied which alleviates or reduces the classification of an incident.	Number of Critical incidents per Month resolved within: 5 Working Days	All Critical incidents resolved within 5 Working Days	One or more Critical incidents not resolved within 5 Working Days	Two or more Critical or High priority incidents not resolved within 5 Working Days	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (Specification) for each incident which does not meet the specified KPI Performance Measure	Monthly (reported on Quarterly)
High priority incident resolution time	Number of High priority incidents per Month resolved within:	All High priority incidents resolved within 5 Working Days	One or more High priority incidents not resolved within 5 Working Days	Two or more Critical or High priority incidents not resolved within 5 Working Days	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
	5 Working Days				Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for each incident which does not meet the specified KPI Performance Measure	
Medium priority incident resolution time	Percentage of Medium priority incidents per Month resolved within: 10 Working Days	98%	95%	Not applicable	<div style="background-color: black; color: red; padding: 2px;">Text redacted under Section 94(1)(b) PA23</div> of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
Low priority incident resolution time	Percentage of Low priority incidents per Month resolved within: 15 Working Days	98%	95%	Not applicable	<div></div> - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for connectivity Services set out in Paragraph 4 of Schedule 2 (Specification) for each percentage under the specified KPI Performance Measure	Monthly (reported on quarterly)
<u>Cyber security</u>						
Monitoring and threat detection, Note: the Supplier's monitoring and threat detection capabilities are	Percentage of threats detected (as defined in table 1.2.3 below) in a month classified as critical or high priority that were handled as part of the relevant KPI.	90%	85%	Not applicable	<div></div> - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in	Monthly

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
defined in table 1.2.3 below.	<p>Note: The target Response Time to an identified Critical threat is [REDACTED] - Text redacted under Section 94(1)(a) PA23.</p> <p>Note: The target Response Time to an identified High priority threat is [REDACTED] - Text redacted under Section 94(1)(a) PA23.</p>				Paragraph 5 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure	
Critical (P1) cyber incident notification	Number of Critical cyber incidents detected by or reported to the Supplier which are notified to the Buyer and [REDACTED] - Text redacted under	All Critical cyber incidents notified to the Buyer and [REDACTED] - Text redacted under Section 94(1)(a) PA23 within	One or more Critical cyber incidents not notified to the Buyer and [REDACTED] - Text redacted under Section 94(1)(a) PA23 within [REDACTED] - Text	One or more Critical cyber incidents not notified to the Buyer and [REDACTED] - Text redacted under Section	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in	Monthly

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
	Section 94(1)(a) PA23 within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	[REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	redacted under Section 94(1)(a) PA23 of detection or report	94(1)(a) PA23 within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	Paragraph 5 of Schedule 2 (<i>Specification</i>) for each incident which does not meet the specified KPI Performance Measure	
High priority cyber incident notification	Number of High priority cyber incidents detected by or reported to the Supplier which are notified to the Buyer within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	All High priority cyber incidents notified to the Buyer within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	One or more High priority cyber incidents not notified to the Buyer within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	One or more High priority cyber incidents not notified to the Buyer within [REDACTED] - Text redacted under Section 94(1)(a) PA23 of detection or report	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in Paragraph 5 of Schedule 2 (<i>Specification</i>) for each incident which does not meet the specified KPI Performance Measure	Monthly

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
Critical (P1) cyber incident tickets Response Time	Number of Critical cyber incidents reported to CSIRT responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	All Critical cyber incidents responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	One or more Critical cyber incidents not responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in Paragraph 5 of Schedule 2 (Specification) for each incident which does meet the specified KPI Performance Measure	Monthly (reported on quarterly)
High priority(P2) cyber incident tickets Response Time	Number of High cyber incidents reported to CSIRT responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	All High priority cyber incidents responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	One or more High priority cyber incidents not responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in Paragraph 5 of Schedule 2 (Specification) for	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
					each incident which does not meet the specified KPI Performance Measure	
Medium priority(P3) cyber incident tickets Response Time	Percentage of Medium priority cyber incident tickets reported to CSIRT responded to within [REDACTED] - Text redacted under Section 94(1)(a) PA23	90%	85%	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the Monthly Charges for cyber security Services set out in Paragraph 5 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure	Monthly (reported on quarterly)
Low priority(P4) cyber incident tickets Response Time	Percentage of Low priority cyber incident tickets reported to CSIRT responded to	90%	85%	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of	Monthly (reported on quarterly)

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
	within [REDACTED] - Text redacted under Section 94(1)(a) PA23				the Monthly Charges for cyber security Services set out in Paragraph 5 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure	
<u>Specialist advice and guidance</u>						
Quarterly report submissions	Timeliness of SAAG reports provided to the Buyer	All reports provided within 15 calendar days of quarter-end	One or more reports provided after 30 calendar days of quarter-end	Not applicable	Not applicable.	Quarterly
Annual satisfaction surveys	Percentage of positive Service Recipient feedback collected by the Supplier on the	85% positive feedback on CSAT scale	70% positive feedback on CSAT scale	Not applicable	[REDACTED] - Text redacted under Section 94(1)(b) PA23 of the quarterly Charges for SAAG	Annually

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
	quality and relevance of provided SAAG				Services set out in Paragraph 6 of Schedule 2 (<i>Specification</i>) for each percentage under the specified KPI Performance Measure	
Social Value						
Number of training opportunities (Level 2, 3, and 4+) other than apprentices created or retained under this Contract	Training opportunities provided for members	1,500 training opportunities	1,200 training opportunities	Not applicable	Not applicable	Quarterly
Number of people-hours of learning interventions delivered under	Training hours delivered to English members	1,500 training hours delivered	1,200 training hours delivered	Not applicable	Not applicable	Quarterly

Key Performance Indicators (KPIs)						
KPI details						
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	KPI Threshold	Critical Failure Level	Service Credit for each Service Period	Measurement Period
this Contract, by UK region						

1.1 For the purposes of the table above:

1.1.1 "Available" means responsive to a ping at all times (and "Availability" shall be interpreted accordingly).

1.2 For Connectivity: "Business Hours" means 09:00 – 18:00 Monday-Friday and "On-call Hours" means all other times outside Business Hours. For Cyber Security: "Business Hours" means 08:00-18:00 Monday-Friday and "On-call Hours" means 18:01-00:00 Monday-Friday and 9:00-17:00 on Saturdays, Sundays and bank holidays in England.

1.2.1 Connectivity incident classification:

Critical	Complete loss of connectivity affecting multiple In-Scope Institutions Significant reputational risk for the Buyer, must be agreed between both parties
High	Connectivity to a single In-Scope Institution (or an individual site of an In-Scope Institution) is lost Connectivity/quality of connection to multiple In-Scope Institutions impaired
Medium	Connectivity/quality of connection to a single In-Scope Institution (or an individual site of an In-Scope Institution) impaired
Low	Non-impacting

1.2.2 Cyber incident classification:

Critical cyber incident	██████████ - Text redacted under Section 94(1)(a) PA23
High cyber incident	██████████ - Text redacted under Section 94(1)(a) PA23
Medium cyber incident	██████████ - Text redacted under Section 94(1)(a) PA23
Low cyber incident	██████████ - Text redacted under Section 94(1)(a) PA23

1.2.3 Monitoring and threat detection capabilities:

DDoS detection and mitigation	Identifying malicious traffic patterns in real time and blocking or redirecting attack traffic at the network edge to ensure service continuity for affected FE organisations.
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NREN threat hunting	Proactively analysing network traffic and telemetry to detect hidden threats, anomalies, or indicators of compromise originating from or targeting Further Education (FE) organisations
Ransomware exfiltration detection	Monitoring and analysing network traffic to identify signs of data being illicitly transferred out of an FE organisation as part of a ransomware attack
Cyber threat Intelligence	Identify and investigate threats targeting the FE sector, monitoring various sources, including the dark web, for targeted indicators and leaked or sold credentials

1.2.4 Incident response times measured from receipt of report or detection by the Supplier.

1.2.5 Incident resolution times measured from receipt of report or detection by the Supplier until issue rectified.

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

Formula for KPI Performance Measures which are a percentage:

x% (KPI Performance Measure) minus x% (actual Key Performance Indicator performance)	=	x multiplied by value of the Service Credit	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next invoice payable by the Buyer, subject to the Service Credit Cap
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Worked example

98% (e.g. KPI Performance Measure requirement for accurate and timely billing Key Performance Indicator) - 75% (e.g. actual performance achieved against this Key Performance Indicator in a Measurement Period) = 23 multiplied by 0.5 (value of the Service Credit) = 11.5% of the monthly Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer, subject to the Service Credit Cap, so the Service Credit will be 10% of the monthly Charges

Mapping of levels of performance under the KPI Performance Measures to ratings under regulation 39(5) of the Procurement Regulations 2024

Regulation 39(5) Rating	Level of performance against the KPI Performance Measure which is a percentage	Level of performance against the KPI Performance Measure which is NOT a percentage (i.e., per event/incident)
Good	At or above KPI Performance Measure	At KPI Performance Measure
Approaching Target	0.01% - 1.00% below the KPI Performance Measure	Not applicable
Requires Improvement	1.01% or more below the KPI Performance Measure but above the KPI Threshold	1 below the KPI Performance Measure
Inadequate	At or below the KPI Threshold	2 or more below the KPI Performance Measure

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within thirty(30) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible (to the extent such details and process are not already contained in this Paragraph 1 of Part B of this Schedule).
- 1.2 Without prejudice to the Supplier's obligation to notify the Buyer of any KPI Failure under Paragraph 1 of Part A, the Supplier shall, no later than two (2) calendar months following the end of a Service Period (or within such other period as may otherwise be agreed), provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process agreed pursuant to Paragraph 1.1 of Part B of this Schedule to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period. For any incident that fails a KPI, the Supplier will commit to having an incident report created and shared with the Buyer within 10 Working Days of the incident being resolved. The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 the number of incidents of each classification logged with the service desk and the number of the cyber incidents of each classification reported to CSIRT in that Service Period;
 - 1.2.2 for each Key Performance Indicator, the actual performance achieved against the KPI Performance Measure for the relevant Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;
 - 1.2.3 a summary of all KPI Failures that occurred during that Service Period;
 - 1.2.4 details of any Critical KPI Failures that occurred during that Service Period;
 - 1.2.5 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.6 the Service Credits to be applied in respect of the relevant Service Period indicating the failures and Key Performance Indicators to which the Service Credits relate; and
 - 1.2.7 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Quarterly 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:

- 1.3.1 take place within two (2) weeks 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;
 - 1.3.2 be attended by the Supplier's Contract Manager (or delegate) and the Buyer's Contract Manager; and
 - 1.3.3 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 Authorised Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Quarter's Performance Review Meeting will be agreed and signed by both the Supplier's Contract Manager and the Buyer's Contract Manager at each meeting.
- 1.5 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. This may include evidence of the Supplier's classification of incidents in accordance with the agreed classification systems set out at Paragraphs 1.2.1 1.2.2 of the Annex to Part A of this Schedule in order to verify the Supplier's classification decisions and, to the extent the Buyer considers it reasonably necessary, agree appropriate refinements to the classification systems.
- 1.6 The relevant table in the Annex to Part A of this Schedule describes how the levels of performance under the KPI Performance Measures will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Buyer when publishing relevant Transparency Information relating to the Key Performance Indicators and/or the Supplier's performance against the relevant Key Performance Indicators pursuant to Section 52(3) and/or Section 71(2) of the Procurement Act 2023 and the associated Regulations.
- 1.7 The Supplier acknowledges and agrees that, each time the Buyer conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Buyer may publish information as required by Law in relation to that assessment.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys with Service Recipients 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.