**ANNEX 1 TO PART B: PERFORMANCE MONITORING**

1. **PRINCIPAL POINTS**

Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Products and/or Services:

to ensure that the Supplier is complying with the Service Levels; and

for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Products and/or Services("**Performance Monitoring System**").

Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer 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.

**REPORTING OF SERVICE FAILURES**

The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

**PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

The Supplier shall provide the Customer with performance monitoring reports (“**Performance Monitoring Reports**”) in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period;

any Critical Service Level Failures and details in relation thereto;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

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

such other details as the Customer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;

take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

be attended by the Supplier's Representative and the Customer's Representative; and

be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.

The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

The Supplier shall provide to the Customer such supporting documentation as the Customer 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.

**SATISFACTION SURVEYS**

In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Products and/or Services.

The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Products and/or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.

All other suggestions for improvements to the provision of Products and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 20 of this Call Off Contract (Continuous Improvement).

12/08/2013