Schedule E

Payment And performance management

1. (PAYMENT)
2. OVERVIEW
   1. In consideration of the provision by the Supplier of the Services to the Authority, the Supplier shall be entitled to:
      1. Fees – Personnel and Specific Tasks (in each case) in accordance with this Schedule E (Payment and Performance Management) Part A (Payment).
      2. Fees for Personnel and Specific Tasks will, *inter alia*, reimburse the Supplier for costs incurred providing the Project Delivery and Operational Delivery Services under Schedule B (Requirements).
3. FEES
   1. Personnel

Invoices for Personnel engaged under an Approved Tasking Order are calculated each Month pursuant to this Paragraph 2.1 (Personnel) by totalling the following agreed costs ("Rates"):

either,

1. an amount equal to the daily rate for such Personnel that is identified in an Approved Tasking Order and paid for each full day (if applicable under the relevant Approved Tasking Order, provided that a full day comprises 8 hours); or
2. an amount equal to half of the daily rate for such Personnel that is identified in an Approved Tasking Order and paid for each half day (if applicable under the relevant Approved Tasking Order, provided that a half day shall comprise four (4) hours of work); or
3. an amount equal to 1/16th of the daily rate for such Personnel that is identified in an Approved Tasking Order and paid for each complete half hour worked (if applicable under the relevant Approved Tasking Order, providing that no more than the Monthly Cap is claimed within a relevant month; and
4. that any such Personnel are engaged under that Approved Tasking Order in that Month, provided that such daily rate equals the fee for the relevant Agreement Year reflected in the Rate Card for the Success Profile Level of such Personnel; and

1. any T&S Costs incurred in respect of any Personnel;

provided such costs shall not exceed the budget agreed in the applicable Approved Tasking Order and will be in agreement with the DE&S published rates.

* 1. Specific Tasks
     1. Taskings will be output based and time bound against a defined schedule of work with Personnel aligned to and charged against the day rates and requirements of the relevant role profile level/standard for that resource.
     2. The Supplier will work together with the Authority Delivery Team to agree a firm price with an auditable breakdown of the costs for each Approved Tasking Order for Specific Tasks pursuant to this Paragraph 2.2.1 (Specific Tasks).
     3. The proposed task and associated firm price breakdown above must be evidenced and be explicitly approved by the Authority Delivery Team.
     4. In the event that the relevant Specific Task must be completed by the end of the Month in which the relevant Approved Tasking Order is agreed, it shall be payable as a single payment made in respect of the Services provided that Month.
  2. Approved Tasking Order
     1. The Parties shall agree and record in an Approved Tasking Order for Resource and Specific Tasks the following matters before the Supplier undertakes any work:
        1. the total amount approved for Personnel; and/or
        2. the Firm Price for the Specific Task; and
        3. A limit of liability for Travel and Subsistence.
  3. No Fees for Personnel and/or Specific Tasks shall be paid in respect of any Services carried out under an Approved Tasking Order that:
     1. has not been authorised pursuant to the Tasking Processes in Schedule B (Requirements);
     2. exceed the total amount approved for a Resource; or
     3. exceed the Firm Price for a Specific Task.
  4. At least 30 Business Days prior to the expiry of the task the Tasking Order Delivery Manager (or delegate) and Authority Demander should be made aware of any outstanding activities that have not been completed which were part of the requirement and how much effort it is considered will be required to complete such activities.
  5. For Mode 2a, 3 and 4 where mini-competitions have been conducted by the Supplier an additional management fee of 3% will be added to the firm price agreed for each task.

1. MONTHLY FEES REPORTS
   1. Financial Reporting Requirements
      1. The Supplier shall operate a financial data system which enables the Supplier Group to provide the Authority the financial data and present the financial data in the agreed format..
      2. The financial data system shall import and aggregate the timesheet and business expenses data from each member of the Supplier’s Group to generate the financial data as required by the Authority.
      3. The financial data system shall be able to tailor a financial report to suit the Authority’s requirements to spread the cost allocation across the Authority; Operating Centre; Unique Identification Number (UIN) /Function/Base/Bottom Level Budget (BLB); and split the fee against each member of the Supplier’s Group.
      4. The monthly financial report shall include the following information:
         1. Progress to date, in terms of costs and expenses incurred and milestone achieved in the relevant month;

* + - 1. Forecasting, in terms of anticipated costs and expenses, anticipated progress and resource planning; and
      2. Reporting on risks, issues and opportunities and their associated impacts and mitigation and realisation plans.
  1. The Supplier shall submit a Monthly Fees Report five (5) Business Days prior to the monthly Business Delivery Review. The Monthly Fees Report will set out, in a format and level of detail that is reasonably satisfactory to the Authority, details of:
     1. the Engaged Personnel deployed by the Supplier pursuant to this Agreement, identifying the individuals concerned, the number of Business Days worked in the Month prior to such Business Delivery Review (BDR) Meeting and the total cost of those Personnel and Supplier Delivery Team Personnel;
     2. any T&S Costs incurred in the Month prior to such BDR Meeting;
     3. calculation of the Fees for that Month pursuant to Paragraph 2 (Fees) above setting out details of:
        1. the gross Rates calculated pursuant to Paragraph 2.1;

any Retentions or Deductions to be deducted from the gross Rates pursuant to the Performance Regime;

any Retentions due to be returned to the Supplier pursuant to Part B (Performance Management) of Schedule E (Payment and Performance Management) to be added to the gross Rates;

any other adjustments due in accordance with the terms of this Agreement;

the net Fees for Personnel that would be payable by the Authority if the Authority agrees with such calculation; and

(if required by the Authority) supporting evidence of the information provided under Paragraphs 3.1, 3.1.2 and 3.1.3.

* 1. Specific Tasks

The Supplier shall submit a Monthly Fees Report for Specific Tasks five (5) Business Days prior to the monthly Business Delivery Review Meeting. The Monthly Fees Report for Specific Tasks will set out, in a format and level of detail that is reasonably satisfactory to the Authority, details of:

* + 1. payments due following the completion of an Approved Tasking Order or any milestone payments that are due under an agreed milestone payment plan in an Approved Tasking Order; the Personnel used to deliver the products required pursuant to the Approved Tasking Order, identifying any individuals concerned, the number of Business Days worked in the Month prior to such Business Delivery Review Meeting and the total cost;
    2. the Personnel used to deliver the products required pursuant to the Approved Tasking Order, identifying any individuals concerned, the number of Business Days worked in the Month prior to such Agreement Management Meeting and the total cost;
    3. any T&S Costs incurred in the Month prior to such BDR Meeting;
    4. any costs, in addition to the Specific Task Rates, which have been explicitly approved by the Authority Delivery Team;
    5. calculation of the Fees for Specific Tasks for that Month pursuant to Paragraph 3.2 (Specific Tasks) above setting out details of:
       1. the gross Rates calculated pursuant to Paragraph 2.1;
       2. any Retentions or Deductions to be deducted from the gross Rates pursuant to the Performance Regime;
       3. any Retentions due to be returned to the Supplier pursuant to Paragraph 2 of Part B (Performance Management) of Schedule E (Payment and Performance Management) to be added to the gross Rates;
       4. any other adjustments due in accordance with the terms of this Agreement;
       5. the net Fees for Specific Tasks that would be payable by the Authority if the Authority agrees with such calculation; and
       6. (if required by the Authority) supporting evidence of the information provided under Paragraphs 3.1, 3.1.2 and 3.1.3.
  1. Each Monthly Fees Report for Personnel and Specific Tasks shall be reviewed by the Authority as part of a Business Delivery Review Meeting. Subject to Clause 46 (Disputed Amounts), to the extent a Monthly Fees Report for Personnel and Specific Tasks is accepted and approved by the Authority, the Supplier shall be entitled to invoice the Authority for the Fees accepted and approved in such Monthly Fees Report for Personnel and Specific Tasks in accordance with Clause 45 (Invoicing and Payment).
  2. To the extent a Monthly Fees Report for Personnel and Specific Tasks is not accepted and approved by the Authority, the Authority shall give reasons for this and any matter or matters in dispute shall be determined pursuant to Clause 57 (Dispute Resolution Procedure).
  3. If, following determination of a Dispute in relation to a Monthly Fees Report for Personnel and Specific Tasks, the Supplier is entitled to invoice the Authority for any Fees and (as a consequence of that Dispute) the due date for payment of those Fees in accordance with Clause 45 (Invoicing and Payment) is later than the date that would have applied in accordance with Clause 45.3.6 (Invoicing and Payment) had the amount not been disputed, then for the purposes of Clause 48 (Interest on Late Payment) the due date for payment of those Fees shall be deemed to be the date that would have applied in accordance with Clause 45.3.6 (Invoicing and Payment) had the amount not been disputed.

1. VOLUME DISCOUNTS
   1. In respect of the fee, percentage discounts on fees received will be on the basis of the table set out below Table 1 Volume Discount Rates These rates are fixed throughout the duration of the Agreement and in respect of any option period.

**Table 1 – Volume Discount Rates**

|  |  |
| --- | --- |
| Threshold | Rebate |
| 0 - £25M | 0% |
| £25M - £35M | 1% |
| £35M - £45M | 2% |
| >£45M | 3% |

* 1. Throughout each year of the Agreement from [date] to [date] the following year, the Supplier shall inform the Authority Commercial Lead immediately of the date when the Authority’s cumulative spend with the Supplier reaches each of the spend thresholds detailed in the volume discount table above to trigger the volume discount mechanism.
  2. The volume discounts detailed above shall by paid by the Supplier annually to the Authority. The Supplier shall submit details of the total annual sum invoiced net of any KPI Deductions (as defined in Paragraph 4.1 of Part B to this Schedule) to the Authority at the end of each Agreement year to the Authority Commercial Lead. Once the Authority reconciles the amount with the Supplier and the due rebate amount is finalised, the Authority shall raise an invoice payable by the Supplier for this amount annotated with “Rebate of Fees for Agreement Year [insert relevant year]” and forward to the Supplier.

1. Variation of Price (VOP)
   1. Variation of Price 1.

The prices stated in Schedule E Appendix 1 to Part A Rate Cards are FIXED from Year 4 onwards. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

V = P (a+b (Oi/O0)) – P

Where:

V represents the variation of price

P represents the FIXED price as stated in the Rate Cards

O represents the index HQTI Services Producer Price Index (SPPI)

O0 represents the 12-month average OUTPUT Price Index figure for the base period [..] to [..] (as above)

Oi represents the 12-month average OUTPUT Price Index figure for the period [..] to [..]

a represents the Non- Variable Element (NVE)

b represents the Variable Element a+b=1

* 1. The Index referred to in Clause 5.1 above shall be taken from the following Tables: OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.
  2. Indices published with a ‘B’ or ‘F’ marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an ‘F’ marker or suppression applied to it during the term of the Agreement, the Authority and the Supplier shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
  3. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the Agreement and before final adjustment of the final Agreement price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
  4. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Supplier shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 5 above) shall then be applied.
  5. Notwithstanding the above, any extant index / indices agreed in the Agreement shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
  6. The Supplier shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
  7. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Supplier. Where an index value is subsequently amended, the Authority and the Supplier shall agree a fair and reasonable adjustment to the price, as necessary.
  8. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the “requirements of this Clause 5” have been met.

APPENDIX 1 to part a  
  
RATE CARDS

**Success Profile Level Standard Day Rates – to be completed at bid stage with each Success Profile**

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|  | **Project Management** | | | | | | | | |
|  | | **Y1 Firm Price** | **Y2**  **Firm Price** | **Y3**  **Firm Price** | **Y4**  **Fixed Price** | **Y4**  **Fixed Price** | **Y5**  **Fixed Price** | **Option Yr 1**  **Fixed Price** | **Option Yr 2**  **Fixed Price** |
| **Success Profile Level Standard** | |  |  |  |  |  |  |  |  |
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|  | **Project Controls** | | | | | | | | |
|  | | **Y1** | **Y2** | **Y3** | **Y4** | **Y4** | **Y5** | **Option Yr 1** | **Option Yr 2** |
| **Success Profile Level Standard** | |  |  |  |  |  |  |  |  |
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|  | **Operational Delivery** | | | | | | | | |
|  | | **Y1** | **Y2** | **Y3** | **Y4** | **Y4** | **Y5** | **Option Yr 1** | **Option Yr 2** |
| **Success Profile Level Standard** | |  |  |  |  |  |  |  |  |
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1. (Performance Management)
2. KEY PERFORMANCE INDICATORS
   1. The Parties shall comply with the provisions of this Schedule E (Payment and Performance Management) and any performance management metrics contained in Appendix 1 to Part B (Key Performance Indicators).
   2. The performance of the Supplier in providing the Services and Social Value shall be monitored throughout the Term of the Agreement through the use of the Key Performance Indicators (KPIs) set out in Appendix 1 (Key Performance Indicators) to this Part B (Performance Management) of Schedule E (Payment and Performance Management.
   3. The Supplier shall monitor its performance against each KPI and shall issue to the Authority a Monthly Report (five (5) Business Days prior to the monthly Business Delivery Review (BDR) Meeting detailing the level of performance actually achieved. This Monthly Report will be agreed by the Authority and used to discuss the performance of the Supplier against each KPI at the monthly BDR Meeting.
   4. The Key Performance Indicators shall be measured by reference to the corresponding descriptions set out below and in the table set out in Appendix 1 (Key Performance Indicators) to this Part B (Performance Management) of Schedule E (Payment and Performance Management).
   5. The Supplier may discuss with the Authority, during the Monthly BDR Meeting, any data used to measure KPI performance if they are considered inaccurate or unreasonable. The Authority, acting reasonably, will investigate the issues raised and may use its discretion to decide whether the data should be amended or excluded from the KPI calculation.
   6. Should any issue arise, whether in relation to Mode 1 Personnel or Mode 2, 2a,3 or 4 outputs, whereby the Supplier can indicate that delay has occurred as a result of the Authority’s action or other dependency, then the matter will be discussed with the Senior Operations Manager (Snr Ops Manager) and the KPI clock will be paused until the issue is resolved to the satisfaction of the Senior Operations Manager (Snr Ops Manager).
   7. The number, definition and performance measures for each of the KPIs as set out in Appendix 1 to Part B of this Schedule E will be reviewed by the Parties annually on the anniversary of the Agreement Commencement Date, as part of and in conjunction with Schedule B Requirements, Annex I (Continuous Service Delivery Improvement Plan)

KPIs shall be monitored monthly and applied quarterly. The performance of the KPIs will be reported by the Supplier as a standing agenda item at each monthly BDR and the quarterly PDP Programme Board (PPB).

1. Quality and Performance Issues
   1. Entry by either Party of an issue into the issues log should be notified to the other Party for attention, and the Supplier shall acknowledge any Quality and Performance Issues notified to it within one (1) Business Day of notification, and continue to resolve in accordance with KPI 2.
2. RETENTIONS
   1. A KPI Failure that exists because the performance of the KPI has been assessed as "RED" shall entitle the Authority to withhold an amount equal to the corresponding Retention Value applicable to that KPI Failure claimed by the Supplier pursuant to this Agreement, as per the KPI table below. Such amount withheld shall be a "Retention" for the purposes of this Agreement. Subject to Paragraph 4.1. , each and all Retentions in respect of a particular KPI shall be paid to the Supplier if, in two subsequent consecutive KPI Periods, the Supplier achieves a performance level of “Green” for the relevant KPI.
3. DEDUCTiONS
   1. If a KPI Failure in respect of any of:
      1. KPI 1;
      2. KPI 2;

has, in the case of the relevant KPI, persisted as RED for three (3) consecutive KPI Periods, then on the last day of the third such KPI Period, the Supplier will lose all rights to the Retention (whether pursuant to Paragraph 3.1 or otherwise), and the Authority shall be entitled to retain on a permanent basis, each and all Retentions relating to the Supplier's performance against the relevant KPI.

* 1. Retentions relating to the Supplier's performance against KPI 1, KPI 2 and KPI 3 shall be retained by the Authority until the Supplier becomes entitled to such Retentions pursuant to Paragraph 3.1 or such Retentions are retained by the Authority pursuant to Paragraph4.3.
  2. The Supplier shall lose all rights in respect of, and the Authority shall be entitled to retain on a permanent basis, any Retentions that the Supplier has not become entitled to invoice pursuant to Paragraph 3 prior to the Expiry Date or Termination Date (as applicable).

1. LIMIT OF DEDUCTIONS and retentions
   1. In relation to each three month period, the aggregate of all Retention and Deduction amounts withheld by the Authority relating to that period (excluding any amounts which were a Retention or Deduction in a prior period) shall not exceed an amount equivalent to the aggregate of:
      1. 15% of the total payments claimed by the Supplier in that period in relation to Fees
   2. The first three Month period referred to in Paragraph 4.1 shall commence at FOC.

| 1  KPI | 2  KUR | 3  Description | 4  Service Level | 5  Performance Level | 6  Frequency (KPI Period) and method of measurement | 7  Retention / Deduction |
| --- | --- | --- | --- | --- | --- | --- |
| KPI 1 | 1+2  Agility  Responsiveness to all taskings to ensure the timely deployment of SQEP to meet the DE&S, SDA and wider MOD TLBs Programme functional user demand, including the ability to be able to respond to fluctuating demand and urgent requirements | Responsiveness to all taskings | SQEP against Success profile - Personnel for tasking are made available to on board with the Authority, unless otherwise agreed with the Authority Senior Operations Manager (Snr Ops Manager) within the following timescales:  **Mode 1** and **Mode 1a** – Personnel are identified, and the Authority is notified along with all relevant personal information (including CVs to be available on request) within 5 Business Days of Submission and in post within 20 Business Days of Submission unless otherwise agreed with the Authority Senior Operations Manager (Snr Ops Manager).  **Mode 2** – Satisfactory Supplier’s proposal along with all relevant personal information received for Specific Tasks within 10 Business Days from Submission, unless otherwise agreed with the Authority, and task is started within 15 Business Days of the date of proposal Acceptance.  **Mode 2a** – Satisfactory Supplier’s proposal along with all relevant personal information received for Specific Tasks within 15 Business Days from Submission, unless otherwise agreed with the Authority, and task is started within 15 Business Days of the date of proposal Acceptance.  **Mode 3** – Satisfactory Supplier’s proposal along with all relevant personal information received for Specific Tasks within 15 Business Days from Submission, unless otherwise agreed with the Authority, and task is started within 20 Business Days of the date of proposal Acceptance.  **Mode 4** – Satisfactory Supplier’s proposal along with all relevant personal information received for Specific Tasks within 20 Business Days from Submission, unless otherwise agreed with the Authority, and task is started within 20 Business Days of the date of proposal Acceptance. | **Green:**  Overdue Resource Placements = 10% (or less) of Total Resource Placements  **Red (Retention):**  Overdue Resource Placements = greater than 10% and up to 50% of Total Resource Placements.  **Deduction** Trigger: Overdue Resource Placements = greater than 50% of Total Resource Placements. | Monitored monthly and measured at the end of each 3 Month period.. The first KPI Period will commence at FOC. | Retention Value = 2% of the total payments claimed by the Supplier in the relevant KPI Period in relation to Fees.  Deduction Value = 2% of the total payments claimed by the Supplier in the relevant KPI Period in relation to Fees. |
| KPI 2 | KUR 1&2  The delivery of supplied services that meet the quality, time and outcome expectations of the DE&S and SDA programme Functional user / tasker  Responsiveness to all taskings to ensure the timely deployment of SQEP to meet the DE&S, SDA and wider MOD TLBs Programme functional user demand, including the ability to be able to respond to fluctuating demand and urgent requirements | For each of the Personnel in respect of all Modes supplied in response to an Approved Tasking Order the resource has met the SQEP criteria and adhered to DE&S Behaviours, obtaining a score of satisfaction or above in the Customer Performance Questionnaire.  For Modes 2, 2a, 3, and 4 the deliverables have met the acceptance criteria and milestones stated in the Tasking Order. | Personnel are rated overall as Satisfactory or above in the responses to Performance Questionnaire for the relevant KPI Period.  Mode 2, 2a, 3 and 4 outputs are rated overall as Satisfactory or above in the responses to Performance Questionnaire for the relevant KPI Period. | **Green:**  **95% or greater of all Personnel during the relevant KPI Period were satisfactory or above.**  **Red**  **Retention:**  **Less than 95% and below down to 75% of all Personnel during the relevant KPI Period were fully compliant**  **Deduction**  **Trigger:**  **Less than 75% of all Personnel during the relevant KPI Period were fully compliant** | Monitored monthly and measured at the end of each 3 Month period. The first KPI Period will commence at FOC. | Retention Value = 2% of the total payments claimed by the Supplier in the relevant KPI Period in relation to Fees.  Deduction Value = 2% of the total payments claimed by the Supplier in the relevant KPI Period in relation to Fees. |
| KPI 3  Partnering | KUR 3  Partnering agreement and continuous improvement  Demonstration of continuous improvement in the service delivery of DE&S and SDA Programme functional services through a partnership approach | Supplier Performance Report | The Supplier’s overall performance rating in the Annual Framework Review Report is Satisfactory or above.  Delivery of Continuous Service Delivery Improvement Plan within 1 month of Commencement and compliance with said Plan.  Yearly Continuous Improvement review and plan for forthcoming year set.  CI to be enacted and reported on against the overall CI Plan, reported as part of monthly MI  SRO Partnership approach to be established within 1st month of the Commencement Date.  The Supplier has captured the quality/performance issue in an issues log, resolved each quality and/or performance issue to the agreed satisfaction of the Authority within (10) Business Days of issue identification. If required and agreed with the Authority a Service improvement plan is delivered within a further 5 Business Days unless otherwise agreed with the ADT Commercial Lead.  Issues may be raised and recorded in an issues log by both parties. | **Green:**  An overall performance score of  Satisfactory or above.  **Red (Retention):**  An overall performance score of below Satisfactory  Deduction Trigger: N/A | The first KPI Period will commence at FOC  Issue resolution and service improvement plan are monitored and measured at the end of each three month period.  Delivery of a yearly Continuous Service Delivery Improvement Plan agreed with SRO starting within 1 months of FOC.  Completion of each year’s CI activities against the plan  SRO twice yearly satisfaction survey to assess strength of the partnership across all levels.  Increased customer satisfaction year-on-year.  Annual review focused on eliminating duplication effort. | Retention Value = 2% of the total payments claimed by the Supplier in the relevant KPI Period.  Deduction Value = N/A |
| KPI 4  Data, Monitoring and Control | KUR 5  Provision of timely and accurate Management Information (MI) | Real time Agreement Management MI available within 1 month of Agreement start Access to timely and up to date data to support Agreement management and senior stakeholder decision making for the Authority.  MI to link in with DE&S and wider MOD existing systems to allow seamless access and interrogation of PDP information as required, by FOC | Real time Agreement management MI available at Agreement start Access to timely and up to date data to support Agreement management and senior stakeholder decision making for all stakeholders across the wider MOD group | Provision of appropriate and fit for purpose MI is an essential element to underpin the PDP-S operating model. Real-time MI needs to be available to monitor progress, performance and support decision making. | Implementation of IM systems complete within 1 month of Agreement start Ongoing access to real-time data on Agreement performance available for DE&S and wider MOD through MODNet accessible means  IM hosting software/systems must be supplier agnostic with no IP ownership issues for MOD and capable of being hosted on MODNet.  90% of availability for real-time MI or non-real time MI for the Authority to access on demand.  Monthly KPI Supplier Performance Report on all KPIs 1-5, delivered by 10th calendar day of each month, for the preceding month. | Data, Monitoring and Control |
| KPI 5 |  | Social Value  TO BE AGREED WITH PREFERRED BIDDER/SUPPLIER |  |  |  |  |