Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule G – Performance Evaluation and Service Unavailability

Escorting Services

THE CONTRACT

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General

1.1 This Schedule contains the Key Performance Indicators.

1.2 Each Performance Failure shall be recorded by the Supplier and reported to the Authority in the Monthly Performance Report.

1.3 Failure to meet Key Performance Indicators in a performance period will result in the accrual of Service Credits in accordance with the calculation process in Schedule F (Payment Mechanism). The value of each Service Credit is detailed in Paragraphs 6.1, 6.2, 6.3 and 6.4 below. This Service Credit deduction shall be made for each and every occurrence of a KPI Failure, unless otherwise stated in Paragraphs 6.1, 6.2, 6.3 and 6.4 below.

1.4 Where, in the view of the Authority, significant or repeated failures of Key Performance Indicators occur, the Supplier will be required to attend a meeting with the Authority to discuss performance issues, agree remedial actions to address performance issues, and/or monitor progress of remedial actions and ongoing performance.

1.5 Irrespective of any KPIs, service standards, bonuses, profit shares or other standards or mechanisms in this Schedule, the Supplier's contractual obligation shall be to perform the Services in accordance with this Agreement in every case, 100% of the time for both:

(a) Service Requests for Detainee Movements which fall beneath the Performance Threshold; and

(b) any accepted Service Requests which relate to activity which falls above the Performance Threshold.

1.6 The Authority may, subject to agreement with the Supplier, such agreement not to be unreasonably withheld or delayed, from time to time and at no cost apply one of the following three options, which will be implemented, as applicable, by means of a formal contract change made in accordance with the provisions of and procedure set out in Schedule L (*Change Control Procedure*):

(a) replace any KPI with any new KPI, on a reasonable like for like basis;

(b) add any new, or remove any KPIs, subject to any new Key Performance Indicators not incurring more than £[redacted] as a Service Credit per occurrence; or

(c) vary the Service Credit amount per single occurrence for any Key Performance Indicator by no more than 50% of its current Service Credit value.

Performance monitoring and assessment

2.1 The Supplier's performance of the Services against the Key Performance Indicators will be assessed by the Authority on a pass or fail basis, as against the Service Specifications, and the Key Performance Indicators in Paragraph 6 below.

2.2 The Supplier shall monitor the performance of the Services against the Authority Requirements and the Key Performance Indicators. The Authority shall have the right to undertake an additional assessment or audit at any time.

2.3 Reference to “service element” and “service aspect” in the tables set out in Paragraph 6 below are indicative only.

Mobilisation Performance Reporting & Assessment

3.1 During the period from the Effective Date to the Operational Service Commencement Date for each Service Area (following issue of a Permit to Operate): (a) the KPIs in Paragraph 6.1.2 (Service Failures (Mobilisation KPIs)); and (b) the terms of this Paragraph 3, shall apply.

3.2 The Supplier shall:

3.2.1 inform the Authority of details of all Supplier Non-performance and Performance Failures within 48 hours of the time the Supplier reasonably should have become aware of such Supplier Non-performance or Performance Failure, and

3.2.2 summarise all Supplier Non-performance and Performance Failures occurring during a month in a monthly summary report, in the format specified by the Authority.

3.3 If the Authority identifies any Supplier Non-performance or Performance Failures that have not been notified to it in accordance with Paragraph 3.2 above, the Supplier must provide an explanation and details, with supporting evidence, within 5 Working Days of being informed by the Authority of the failure.

3.4 The Authority will consider the information provided by the Supplier in Paragraph 3.3 and shall inform the Supplier of the outcome of this consideration and the number and value of Service Credits due, and such Service Credits shall accrue in accordance with the calculation process set out in Schedule F (Payment Mechanism).

Service Performance reporting & Assessment

4.1 Following the Operational Service Commencement Date for each Service Area, the KPIs in Paragraphs 6.2, 6.3, and 6.4 shall apply. For the first 6 months of Service delivery, although KPIs will apply and Supplier Non-performance and Performance Failures shall be monitored, the associated Service Credits shall not be levied. This period of non-application of Service Credits shall be strictly limited to the first 6 months of Service delivery and, from the start of month 7 of Service delivery, the KPIs and the associated Service Credits shall apply. For the avoidance of doubt, the

non-application of Service Credits during the initial 6 months of service delivery does not apply to the provisions of Paragraph 6.1, which shall continue to apply in full.

4.2 The Supplier shall notify the Authority as soon as possible of all Supplier Non-performance and Performance Failures, and in all cases, Supplier Non-performance and Performance Failures shall be notified to the Authority in the format specified by the Authority within 24 hours of the failure occurring.

4.3 The Supplier shall send its Monthly Performance Report, including details of all Supplier Non-performance, Performance Failures and Service Credits due, in a format specified by the Authority, to reach the Authority no later than 5 Working Days after the final calendar day of the relevant month (Service Period) being reported on. The Supplier shall ensure that sufficient detailed evidence to support all aspects of the Monthly Performance Report is kept and is made available for examination on request by the Authority.

4.4 The Authority will issue to the Supplier, within 10 Working Days of receipt of the Monthly Performance Report, the Authority's Service Credit calculation figures for the relevant month, which may include any additional Supplier Non-performance, Performance Failures or other issues not identified within the Monthly Performance Report.

4.5 The Supplier shall deal with any queries raised, and shall inform the Authority of any reason that, in accordance with this Agreement, the Service Credits should not apply, within 10 Working Days of receipt of the Authority's communication made under Paragraph 4.4, providing supporting evidence.

4.6 The Authority will consider the further information provided by the Supplier in accordance with Paragraph 4.5 and shall inform the Supplier of the final outcome of this consideration and the value of Service Credits due within 10 working days. Such Service Credits shall accrue in accordance with the calculation process set out in Schedule F (Payment Mechanism).

4.7 The Monthly Performance Report shall be in such format as specified by the Authority from time to time and contain, as a minimum, the following information in respect of the Service Period just ended:

(a) for each Key Performance Indicator, the actual performance achieved over the month, and that achieved over the previous 3 months;

(b) a summary of all Performance Failures that occurred during the Service Period;

(c) which Performance Failures remain outstanding, and progress in resolving them;

(d) for any Material KPI Failures occurring during the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;

(e) 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;

(f) for any repeat incidences of Supplier Non-performance, actions taken to resolve the underlying cause and prevent recurrence;

(g) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;

(h) such other details as the Authority may reasonably require from time to time;

(i) a rolling total of the number of Performance Failures that have occurred over the past six months;

(j) the amount of Service Credits that have been incurred by the Supplier over the past six months; and

(k) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the BCDR Plan.

4.8 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 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.

4.9 In addition to the requirement 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 and the calculations of the amount of Service Credits for any specified Service Period.

4.10 The Supplier shall ensure that the Monthly Performance Report 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.

Appeals and disputes

Appeals

5.1 If the Supplier disagrees with the Authority's final decision in Paragraphs 3.4 or 4.6 above it may appeal this decision in writing to the Detainee Escorting and Population Management Unit (DEPMU) Delivery Manager or other person delegated to act in this capacity by the Authority, within 5 Working Days of receipt of the notification.

5.2 In the event that the Supplier does not agree with the Authority decision under Paragraph 5.1, the matter shall be referred to a Named Representative of the Authority and a Named Representative of the Supplier.

Dispute Resolution

5.3 In the event that agreement cannot be reached under Paragraph 5.2, the matter shall be referred to the Dispute Resolution Procedure as set out in Schedule J.

KEY PERFORMANCE INDICATORS

6.1 Service Key Performance Indicators (Mobilisation)

6.1.1 Required Service Levels (Mobilisation):

The Supplier shall mobilise the Agreement to ensure that effective Services are provided from the relevant Operational Service Commencement Date. An effectively mobilised Service will be one that:

(a) Meets all the obligations under Schedule B (*Mobilisation and Permit to Operate*), Schedule D (*Service Specification*), and Schedule R (*IT Systems Requirements*).

(b) Has a detailed, deliverable and up to date Mobilisation Plan, which takes into account the Authority's requirements.

(c) Has detailed and agreed Service Delivery Plans, which incorporate any revisions required by the Authority.

(d) Has detailed and Authority approved service operating procedures and contingency plans.

(e) Has implemented processes and procedures to enable Services to commence effectively from the relevant scheduled Operational Service Commencement Date

6.1.2 Service Failures (Mobilisation KPIs)

Service Aspect	Specific Requirement	Servic e Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria
Mobilisation	Mobilisation and readiness for service	Whole Contract	Effective Contract Mobilisation	MO 01	Failure to deliver any of the Service Operating Procedures, and/or contingency plans as required in Schedule D (Service Specification), and Schedule B (Mobilisation and Permit to Operate).	£[redacted] per document per day of delay which falls more than 5 Working Days later than the scheduled delivery date	per document per day of delay which falls more than 5 Working Days later than the scheduled delivery date

6.2 Service and IT Incident Management Key Performance Indicators (Service Delivery)

6.2.1 Required Service Levels (Service Delivery):

The Supplier shall deliver the Services in such a way as to ensure that effective Services are provided to the Authority from the relevant scheduled Operational Service Commencement Date. An effective Service will be one:

(a) That meets the requirements of the Authority under the Agreement including Schedule D (*Service Specification*) and Schedule R (*IT System Requirements*).

(b) That provides an effective and timely In-country and Overseas Escorting Service, together with well-managed holding facilities to meet the Authority's operational requirements.

(c) Under which the Supplier has robust, up to date, and tested contingency plans to ensure service continuity is in place for all Service Areas.

(d) That is delivered in such a way as to ensure compliance with all relevant Legislation, Good Industry Practice, Detention Service Orders, Operating procedures and Authority instructions.

(e) Where Services are delivered by the use of Vehicles, equipment, CCTV, and appropriately accredited/ trained staff approved by the Authority

(f) Where the welfare of any person within the Supplier's custody, including children and unaccompanied minors, is managed effectively to support their needs. The Supplier will effectively support the Joint Welfare Board which will meet on the 10th Working Day of each month (or the nearest working day to this date), and complete actions arising from this board.

(g) Where activities are suitably risk-assessed and mitigations of an identified risk are put in place having regard to all relevant Legislation, Good Industry Practice, Detention Service Orders, Operating procedures, Authority instructions and the circumstances of each case.

(h) Where the Supplier uses the Authority's IT systems, or other agreed communication method, in the agreed way, to communicate with the Authority, manage requests/tasks allocated, provide/respond to notifications to/from the Authority and provide reports, performance data and statistical information to set deadlines as required.

(i) Where the Supplier works collaboratively with the Authority and other parties to deliver and improve Services to the Authority including effectively supporting the Innovation and Partnership Boards under Schedule H (*Innovation and Partnership Agreement*)

6.2.2 Service Failures (Non IT Service Delivery KPIs)

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Quality	General Management Service Operational Requirements	Whole Contract	Effective High Quality Service Delivery	QA01	Failure to comply with all relevant Detention Service Orders, and operating procedures	£[redacted]	Per Occurrence	PARTIAL: Excluded from Sliding Scales SC performance reductions. Eligible for Service Debits
	Innovation and Partnership	Whole Contract	Effective High Quality Service Delivery	QA02	Failure to comply with obligations in respect of Innovation and Partnership, as detailed in the Innovation and Partnership Agreement Schedule H.	£[redacted]	Per Occurrence	PARTIAL: Excluded from Sliding Scales SC performance reductions. Eligible for Service Debits

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Welfare	General Welfare Needs & Children and Unaccompanied Minors	Whole Contract	Effective High Quality Service Delivery	WF01	Failure to: (a) Effectively engage with the Joint Welfare Board. (b) Failure to undertake remedial actions, comply with agreed action plans, and/or implement agreed changes to address welfare issues identified at the Joint Welfare Board within any agreed timescales.	£[redacted]	Per Occurrence	NONE: Excluded from SC performance Reductions (both Sliding Scales, and Service Debits)
Security and Performance	General Security	Whole Contract	Effective High Quality Service Delivery	SP01	Failure to ensure that the Services are provided without security breaches.	£[redacted]	Per Occurrence	NONE: Excluded from SC performance Reductions (both Sliding Scales, and Service Debits)

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Security and Performance	Holding Rooms / Juxtaposed Controls	Holding Rooms / Juxtaposed Controls	Effective High Quality Service Delivery	SP02	Failure to: (a) deliver Holding Room Services within the UK and at the Juxtaposed Controls as specified in Schedule D (Service Specification), including failure to ensure that the Holding Room remains open to Detainee admissions during the opening hours specified in this Agreement; and (b) In respect of Juxtaposed Controls Holding Rooms / Services, failure to provide 24 hours/day 365(6) days per year Escorting Service with the UK Control Zones or to co-operate with the PAF as required by this Agreement.	£[redacted]	Per Occurrence	PARTIAL: Excluded from Sliding Scales SC performance reductions. Eligible for Service Debits

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Security and Performance	In-Country (1) Escorting (ICE)	In-Country Escorting (ICE)	Timely High Quality Service Delivery	SP03	Failure to provide a 24hours/365(6) days in-country escorting Service (including boarding activity/escorting to gate), to the timescales required in Schedule D (Service Specification) and Paragraph 6.3 below. Such failures shall include Supplier cancelled and Supplier failed movements.	See Paragraph 6.3 below	Per Occurrence	ELIGIBLE: SC performance reduction possible (both Sliding Scale reductions, and Service Debits)
	Overseas (1) Escorting (OSE)	Overseas Escorting (OSE)	Effective High Quality Service Delivery	SP04	Failure to provide a 24 hours/day 365(6) days per year Overseas Escorting Service as specified in Schedule D (Service Specification), to ensure safe removal of Detainees from any UK Port as directed by the Authority, and manage the return of Detainees to the UK where entry is refused in home country.	See Paragraph 6.4 below	Per Occurrence	ELIGIBLE: SC performance reduction possible (both Sliding Scale reductions, and Service Debits)

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Security and Performance	Overseas Escorting (OSE)	Overseas Escorting (OSE)	Timely High Quality Service Delivery	SP05	Failure to provide 1 suitable escort option to enable removal to occur within 7 days from the specified removal date that the Authority requested. Where no date of removal is specified, this will be 7 days from receipt of the request. This KPI does not apply to OSE Tasks which are declined by the supplier (OSE – DT)	£[redacted]	Per Occurrence	ELIGIBLE: SC performance reduction possible (both Sliding Scale reductions, and Service Debits)
	Overseas Escorting (OSE)	Overseas Escorting (OSE)	Timely High Quality Service Delivery	SP06	Failure to provide escort options and valid escort/Supplier Personnel names of travelling DCOs/Medics within 4 hours of receipt of request. Same day removals will be 4 hours. Where the Supplier has to seek additional information from the Authority, such requests will be made to the Authority as soon as possible, and in all cases within 2 hours of receipt of the original request. Once the additional	£[redacted]	Per Occurrence	ELIGIBLE: SC performance reduction possible (both Sliding Scale reductions, and Service Debits)

					information has been received, the Supplier shall provide escort options and valid escort/Supplier Personnel names of travelling DCOs/Medics within 4 hours of receipt of the additional information. Same day removals will be within 4 hours. Valid escort/Supplier Personnel names (DCOs/Medics) shall be those who are capable of undertaking the specific escort including, but not limited to those holding a valid passport, accreditation, security passes, visas, inoculations, any other required documentation, and meet any other requirements for the Escort being undertaken. This KPI does not apply to OSE Tasks which are declined by the supplier (OSE – DT)			

Service Aspect	Specific Requirement	Service Area	Service Element	Service Credit Reference	KPI Standard	Failure Deduction (Service Credit)	Award Criteria	Eligibility for service credit reductions (ICE and OSE "sliding scale reductions" and Service Debits)
Residential Short - Term Holding Facilities	Residential Short - Term Holding Facilities	Residential Short - Term Holding Facilities	Effective High Quality Service Delivery	SH01	Failure to provide any Services in respect of residential short-term holding facilities to the standards required by the Agreement.	£[redacted]	Per Occurrence	PARTIAL: Excluded from Sliding Scales SC performance reductions. Eligible for Service Debits
Safety and Security	Safety and Security	Whole Contract	Effective High Quality Service Delivery	CF01	Any escape, or unlawful removal of, or serious injury to a Detainee which results from a failure by the Supplier to follow agreed processes and procedures and/or to comply with the provisions of this Agreement. The Authority will award a service credit where following the outcome of Suppliers, and/or Authority's investigation it concludes that a Service Credit is warranted. The Authority at its absolute discretion may choose to defer award of a service credit where it wishes to await the outcome of an external investigation.	£[redacted]	Per Occurrence	NONE: Excluded from SC performance Reductions (both Sliding Scales, and Service Debits)

	Safety and Security	Whole Contract	Effective High Quality Service Delivery	CF02	Death of a Detainee resulting from a failure by the Supplier to follow agreed processes and procedures and/ or to comply with the provisions of this Agreement. The Authority will award a service credit where following the outcome of the Supplier's, and/or the Authority's investigation it concludes that a Service Credit is warranted. The Authority at its absolute discretion may choose to defer award of a service credit where it wishes to await the outcome of an external investigation.	£[redacted]	Per Occurrence	NONE: Excluded from SC performance Reductions (both Sliding Scales, and Service Debits)

(1) *In-country and Overseas Requests accepted above the Performance Threshold:* The Supplier shall clearly identify, evidence and notify to the Authority any Service Request which it accepts where such request takes the number of Detainee Movements over the agreed Performance Threshold for that service. Failure of such requests accepted above the Performance Threshold will not attract application of Service Credits SP03 or SP04, as applicable.

6.2.3 Service Failures (IT Incident Management KPIs)

IT service standards are specified within Schedule R (*IT System Requirements*). The Supplier shall notify the Authority of potential Priority 1 to 4 IT incidents, as described in the table in paragraph 1 of Appendix C to Schedule R (*IT System Requirements*), and agree the incident's priority levels with the Authority in accordance with that table. The table in paragraph 1 of Appendix C to Schedule R (*IT System Requirements*) also sets out how often the ticket will be updated, and how quickly the incident will be resolved by the Supplier the "**Target Fix Time**".

The Supplier shall ensure that the Supplier and the Supplier System meets all targets in Appendix C (Balanced Scorecard Measures) to Schedule R (*IT System Requirements*). These targets will be monitored by the Supplier and Authority IT team during the Term and instances where these targets are not achieved will be identified and recorded.

Where Incidents are not resolved within the Target Fix Time specified in Appendix C to Schedule R (*IT System Requirements*) Service Credits will be awarded based on the following incident priority levels:

Incident Priority Levels	Service Credit	Service Credit Limit
1	£200 per hour or part hour, after the Target Fix Time specified in Appendix C to Schedule R (*IT System Requirements*).	£[redacted] per incident
2	£150 for every 2 hours or part of a 2 hour period, after the Target Fix Time specified in Appendix C to Schedule R (*IT System Requirements*).	£[redacted] per incident
3	£100 for every 3 hours or part of a 3 hour period, after the Target Fix Time specified in Appendix C to Schedule R (*IT System Requirements*).	£[redacted] per incident
4	No Service Credits Apply	N/A

6.3 Service Failures (ICE Timeliness and Non Completion – SP03)

6.3.1 Required in-Country Service Delivery Times and Definition of Failure

				Required Delivery Times, and Failure Definitions (See table 6.3.3 for Service Credit Deductions)		
	Delivery Class	**Description (Priority determined by Authority)**	**Location Types**	**On Time Delivery/Collection**	**Failed Move (Service Credit Applies)**	**Service Credit Discount Window**
Moves **Required** within 24 hours of request	Class 1(a)	Movements with specified appointment, drop off and/or collection times.	Includes: (a) court hearings, Embassies, interviews; and (b) Inter IRC/ Other prepositioning moves (where this is required at a specified time). Note: Where the Supplier considers that insufficient notice has been provided by the Authority to meet the appointed time, due to remoteness of/distance to a particular location, this shall be raised with the Authority within 2 hours of receipt of the Service Request. The Authority will consider such representations and make a determination upon the reasonableness of the notice period given. For the avoidance of doubt this provision is strictly limited to Delivery Class 1a.	At Appointed Time	After Appointed Time	None

Moves **Required** within 24 hours of request	Class 1(b)	Escort to removal	Includes: All boarding, escorting to gate, and turnaround activity at Ports.	In time for the flight (or other mode of transport), with all requirements for acceptance on the flight (or other mode of transport) met.	Any move where the Detainee and the escort(s) are either late for flight (or other mode of transport) check in, or on time but without meeting requirements for acceptance on the flight (or other mode of transport), which results in refusal to carry by the airline (or other transport provider), shall be treated as a Failed Removal.	
	Class 2	Time Critical Moves	Includes: Supplier Manned Holding rooms (1)	within 8 hours Of Service Request	Over 8 hours Of Service Request	Between 8 – 12 hours Of Service Request.
	Class 3	Normal Priority Moves	Includes: Supplier Residential Short Term Holding Facilities	within 20 hours Of Service Request	Over 20 hours Of Service Request	Between 20 – 24 hours Of Service Request.
	Class 4	Lower Priority Moves	Includes: Inter IRC moves (not including prepositioning moves, or moves required at a specified time)	Within 20 hours Of Service Request	Over 20 hours Of Service Request	Between 20 – 24 hours Of Service Request.

Moves **required** within 24 hours of request	Class 5	Police Station Moves	Includes: Police Stations & Police Custody Suites / Police Station Pick-ups	Within 24 hours of Service Request	Over 24 Hours of Service Request	Between 24 and 28 hours of Service Request
Moves **Not Required** within 24 hours of request	Class 6(a)	Moves not required within 24 hours of Service Request but with specific appointment, drop off and/or collection times.	Includes: Moves requested to take place over 24 hours from the Service Request submission to the Supplier, where such future movement has a specified appointment, drop off and/or collection times.	At appointed time	After appointed time	None
	Class 6(b)	Escort to removal	Includes: All boarding, escorting to gate, and turnaround activity at Ports, where the move is requested to take place over 24 hours from Service Request submission.	In time for the flight (or other mode of transport), with all requirements for acceptance on the flight (or other mode of transport) met.	Any move where the Detainee and the escort(s) are either late for flight (or other mode of transport) check in, or on time but without meeting requirements for acceptance on the flight (or other mode of transport), which results in refusal to carry by the airline (or other transport provider), shall be treated as a Failed Removal.	

Moves **Not Required** within 24 hours of request	Class 6(c)	Moves not required within 24 hours of request	Includes: Moves requested to take place over 24 hours from the request submission to the Supplier. The Supplier to confirm date and time of move to DEPMU, complying with any Authority deadlines/instructions given. The Supplier shall provide DEPMU with a two hour window for the move specifying the earliest and latest pick up/drop of time (as applicable) for the move.	Within the two hour window for pick up/drop off given by the Supplier	Before the earliest time or after the latest time given by the Supplier as the two hour window for the move	Less than 2 hours before the earliest time or after the latest time given by the Supplier as the two hour window for the move

(1) *Supplier Manned Holding Rooms:* for the avoidance of doubt where the Supplier does not collect a Detainee within the paid opening hours of the Holding Room as specified in Schedule D (*Service Specificat*ion, *D5: Holding Rooms*) then any additional hours that the Holding Room remains open past this point shall be at the Supplier's expense (non chargeable to the Authority), even where the Class 2 KPI above has not been breached, unless the Authority has failed to issue a movement order/Service Request for the Detainee by the end of the paid opening hours period. The Supplier is responsible for ensuring that Holding Rooms are emptied by the end of the paid opening hours, where movement orders/Service Requests have been received.

6.3.2 Non completed In-country moves

Non completed Failure Type	Reference	Definition
Supplier Declined Move	ICE - DM	Any Service Request /movement request that the Supplier declines to carry out upon receipt of request from the Authority because such request takes the number of Detainee Movements over the agreed Performance Threshold
Supplier Cancelled Move	ICE - CM	A move that the Supplier has accepted, but subsequently cancels, as being unable to complete, before the scheduled pick up time has elapsed (on time delivery period above) . **Moves above Performance Threshold that are cancelled:** Supplier Cancelled Move excludes any Service Request /movement request that the Supplier accepted which was over the agreed

		Performance Threshold at the point of request and notified as such to the Authority at the point of acceptance which is subsequently cancelled by the Supplier. Such a Service Request/movement request shall be treated as a Supplier Declined Move having the same effect as if the Supplier had not accepted the move in the first place.
Supplier Failed Move	ICE - FM	A move that the Supplier fails to complete, at scheduled pick up/drop off time (on-time delivery period above). **Moves above Performance Threshold that are failed:** Supplier Failed Move excludes any Service Request /movement request that the Supplier accepted which was over the agreed Performance Threshold at the point of request and notified as such to the Authority at the point of acceptance, which is subsequently failed by the Supplier. Such Service Request /movement request shall be treated as a Supplier Declined Move having the same effect as if the Supplier had not accepted the move in the first place.

6.3.3 Service Credits for In-Country Failures

				Failure Deduction (Service Credit)		
	Delivery Class	**Description**	**Location Types**	**On Time Delivery/Collection**	**Failed Move Service Credit**	**Service Credit if picked up within late Discount Window**
Moves **Required** within 24 hours of request	Class 1 (a)	Movements with specified appointment, drop off and/or collection times	See Table 6.3.1	£[redacted]	£[redacted]	[redacted]
	Class 1(b)	Escort to removal	See Table 6.3.1	£[redacted]	This shall be treated as a failed removal - £[redacted] per occurrence	

Moves **Required** within 24 hours of request	Class 2	Time Critical Moves	See Table 6.3.1	£[redacted]	£[redacted]	£[redacted]
	Class 3	Normal Priority Moves	See Table 6.3.1	£[redacted]	£[redacted]	£[redacted]
	Class 4	Lower Priority Moves	See Table 6.3.1	£[redacted]	£[redacted]	£[redacted]
	Class 5	Police Station Moves	See Table 6.3.1	£[redacted]	£[redacted]	£[redacted]
Moves **Not Required** within 24 hours of request	Class 6 (a)	Moves not required within 24 hours of Request, but with specific appointment drop off and/or collection times.	See Table 6.3.1	£[redacted]	£[redacted]	[redacted]
	Class 6 (b)	Escort to removal	See Table 6.3.1	£[redacted]	This shall be treated as a failed removal - £[redacted] per occurrence	
	Class 6(c)	Moves not required within 24 hours of Service Request	See Table 6.3.1	£[redacted]	£[redacted]	£[redacted]

6.3.4 Service Credits for non-completed In-country moves

Non completed Failure Type	Reference	Failure Deduction (Service Credit)
Supplier Declined Move	ICE - DM	£[redacted]
Supplier Cancelled Move	ICE - CM	£[redacted]
Supplier Failed Move	ICE - FM	The amount accrued under table 6.3.3 above

6.4 Service Failures (OSE Service Delivery & Non-Completion – SP04)

6.4.1 Inappropriately completed overseas moves

	Definition	Failure Deduction (Service Credit)	Award Criteria
Inappropriately Completed OSE Task	Moves completed, but not in accordance with Authority instructions or requirements in Schedule D (Service Specification). Excluding Unlawful Removals which shall be treated under KPI CF 01 as a Critical Service Failure.	£[redacted]	Per Occurrence

6.4.2 Non completed overseas moves

	Reference	Definition	Failure Deduction (Service Credit)	Award Criteria
Supplier Declined OSE Task	OSE - DT	Any Service Request /removal that the Supplier declines to carry out upon receipt of request from the Authority because such request takes the number of Detainee Movements over the agreed Performance Threshold. Notification must reach the Authority within 4 hours of receipt of Service Request/movement order. Any notification exceeding 4 hours shall be treated as a Supplier-cancelled move.	£[redacted]	Per Occurrence
Supplier Cancelled OSE Task	OSE - CT	A Service Request/removal that the Supplier has accepted, but subsequently cancels, as being unable to complete, with at least 24 hours' notice from scheduled time of departure. **OSE Tasks above Performance Threshold that are cancelled:** Supplier Cancelled OSE Task excludes any Service Request/ removal that the Supplier accepted which was over the agreed Performance Threshold at the point of request and notified as such to the Authority at the point of acceptance, which is subsequently cancelled by the Supplier. Such Service Request/ removal shall be treated as a Supplier Declined OSE Task having the same effect as if the Supplier had not accepted the Task in the first place.	£[redacted]	Per Occurrence
Supplier Failed OSE Task	OSE - FT	A Service Request/removal that the Supplier fails to complete, as directed by the Authority, which results in a failed removal, or a Supplier cancellation made with less than 24 hours' notice from scheduled time of departure. **OSE Tasks above Performance Threshold that are failed:** Supplier Failed OSE Task excludes any Service Request/ removal that the Supplier accepted which was over the agreed Performance Threshold at the point of request and notified as such to the Authority at the point of acceptance, which is subsequently failed by the Supplier. Such a Service Request/ removal shall be treated as a Supplier Declined OSE Task having the same effect as if the Supplier had not accepted the Task in the first place.	£[redacted]	Per Occurrence

Effect of Performance Percentage on Service Credit Deductions, and Contract Service Improvement Payments.

7.1 Failures are failures to meet the Target Performance Levels and/or KPI Standards set out in Paragraph 6.

7.2 In addition, the Authority will assess overall performance for the Overseas and In-Country Service Areas to provide the monthly Performance Percentage for each. This will be calculated using the Authority's performance metrics and the tables at Annex A of this Schedule. For the avoidance of doubt, no other metrics shall apply. The Authority may alter the metrics used in this Schedule G, subject to agreement of the Supplier, such agreement not to be unreasonably withheld.

7.3 For Very High to Below Average Performance Percentage:

(a) sliding Scale Reduction of Service Credits accruing for In-country KPIs (SP03), and Overseas KPIs (SP04, SP05, and SP06);

(b) Service Debits may accrue; and

(c) an increase in possible Contract Service Improvement Payment may occur.

7.4 For Poor to Critical Performance Percentage:

(a) reduction in possible Contract Service Improvement Payment; and

(b) significant reduction in, or forfeit of, Contract Service Improvement Payment.

7.5 Nothing in this Paragraph 7 shall affect the amount payable for any Service Credits accruing in respect of a KPI with a CF designation (For example, but not limited to CF 01, and CF 02), which are awarded for Critical Failures. Service Credits for Critical Failures may not be reduced, or recovered at a later date.

Figure 7.1 – The effect of In-country Performance Percentage upon application of Schedule G financial mechanisms.

Performance Category	BRAG Rating	Performance Percentage	Possible Effect	Possible Effect Details
Very High	G	= 100.00%	Contract Service Improvement Payment Bonus	Enhanced Profit Share (See Figure 7.6)
	G	> or = 99.50%		
	G	> or = 99.00%		
High	G	> or = 98.50%	Service Debits	Service Debits (See Figure 7.5)
	G	> or = 98.00%		
Good	G	> or = 97.50%	Sliding Scale Reduction	Reduction in Service Credits payable in respect of In country KPIs (SP03) via ICE Sliding Scale Reduction (See Figure 7.3)
	G	> or = 97.00%		
	G	> or = 96.50%		
	G	> or = 96.00%		
Average	A/G	> or = 95.50%	Sliding Scale Reduction	
	A/G	> or = 95.00%		
	A/G	> or = 94.50%		
	A/G	> or = 94.00%		
	A/G	> or = 93.50%		
	A/G	> or = 93.00%		
Below Average	A	> or = 92.50%	Sliding Scale Reduction	
	A	> or = 92.00%		
	A	> or = 91.50%		
	A	> or = 91.00%		
	A	> or = 90.50%		
	A	> or = 90.00%		
Poor	A/R	> or = 89.50%	Contract Service Improvement Payment reduction	Decreased year end profit share percentage (See Figure 7.7)
	A/R	> or = 89.00%		
	A/R	> or = 88.50%		
	A/R	> or = 88.00%		
	A/R	> or = 87.50%		
	A/R	> or = 87.00%		
Very Poor	R	> or = 86.50%	Contract Service Improvement Payment Forfeit	Year-end profit share percentage significantly reduced or forfeit (See Figure 7.8)
	R	> or = 86.00%		
	R	> or = 85.50%		
	R	> or = 85.00%		
	R	> or = 84.50%		
	R	> or = 84.00%		
Critical	B	> or = 83.50%	Contract Service Improvement Payment Forfeit	Year-end profit share percentage significantly reduced or forfeit (See Figure 7.9)
	B	> or = 83.00%		
	B	> or = 82.50%		
	B	> or = 82.00%		
	B	< 82.00%		

Figure 7.2 – The effect of Overseas Performance Percentage upon application of Schedule G financial mechanisms.

Category	BRAG	Performance Percentage	Possible Effect	Possible Effect Details
Very High	G	= 100.00%	Contract Service Improvement Payment Bonus	Enhanced Profit Share (See Figure 7.6)
	G	> or = 99.50%		
High	G	> or = 99.00%	Service Debits	Service Debits (See Figure 7.5)
	G	> or = 98.50%		
Good	G	> or = 98.00%	Sliding Scale Reduction	Reduction in Service Credits payable in respect of Overseas KPIs (SP04, and SP05, SP06) via OSE Sliding Scale Reduction (See Figure 7.4)
	G	> or = 97.50%		
	G	> or = 97.00%		
Average	A/G	> or = 96.50%	Sliding Scale Reduction	
	A/G	> or = 96.00%		
	A/G	> or = 95.50%		
	A/G	> or = 95.00%		
Below Average	A	> or = 94.50%	Sliding Scales Reduction	
	A	> or = 94.00%		
	A	> or = 93.50%		
	A	> or = 93.00%		
Poor	A/R	> or = 92.50%	Contract Service Improvement Payment reduction	Decreased year end profit share percentage (See Figure 7.8)
	A/R	> or = 92.00%		
	A/R	> or = 91.50%		
	A/R	> or = 91.00%		
	A/R	> or = 90.50%		
	A/R	> or = 90.00%		
Very Poor	R	> or = 89.50%	Contract Service Improvement Payment Forfeit	Year-end profit share percentage significantly reduced or forfeit (See Figure 7.8)
	R	> or = 89.00%		
	R	> or = 88.50%		
	R	> or = 88.00%		
	R	> or = 87.50%		
	R	> or = 87.00%		
Critical	B	> or = 86.50%	Contract Service Improvement Payment Forfeit	Year-end profit share percentage significantly reduced or forfeit (See Figure 7.9)
	B	> or = 86.00%		
	B	> or = 85.50%		
	B	> or = 85.00%		
	B	< 85.00%		

7.6 In-country Service Credit Sliding Scale Reductions

7.6.1 The total value (£) of In-country Service Credits awarded for KPI SP03 within a Service Period may be modified by applying the overall month end In-country Performance Percentage for that Service Period as set out in Figure 7.3 below, based upon a scale ranging from <90% performance where 100% of the value of this Service Credit accrued during the Service period is payable, to 98% performance where 0% of the value of this Service Credit accrued during the Service Period is payable, as detailed in Figure 7.3 below.

Figure 7.3 ICE Sliding Scale Reductions - Percentage value of Service Credits payable .

	ICE Performance Percentage	Percentage amount of Service Credits, by value (£), payable in respect of SP03
BELOW AVERAGE	< 90.00	100.00%
	> or = 90.00	93.00%
	> or = 90.50	85.50%
	> or = 91.00	78.00%
	> or = 91.50	70.50%
	> or = 92.00	63.00%
	> or = 92.50	55.50%
AVERAGE	> or = 93.00	48.00%
	> or = 93.50	42.00%
	> or = 94.00	36.00%
	> or = 94.50	30.00%
	> or = 95.00	24.00%
	> or = 95.50	18.00%
GOOD	> or = 96.00	12.00%
	> or = 96.50	9.00%
	> or = 97.00	6.00%
	> or = 97.50	3.00%
	> or = 98.00	0.00%

7.7 Overseas Service Credit Sliding Scale Reductions

7.7.1 The total value (£) of Overseas Service Credits SP04, SP05 and SP06 awarded within a Service Period may be modified by applying the overall month end Overseas Performance Percentage for that Service Period as set out in Figure 7.4 below, based upon a scale ranging from <93% performance where 100% of the value of these Service Credits accrued during the Service Period is payable, to 98.5 % performance where 0% of the value of these Service Credits accrued during the Service Period is payable, as detailed in Figure 7.4 below.

Figure 7.4 OSE Sliding Scale Reductions - Percentage value of Service Credits payable.

	OSE Performance Percentage	Percentage amount of Service Credits, by value (£), payable in respect of SP04, SP05 and SP06
BELOW AVERAGE	< 93.00	100.00%
	> or = 93.00	89.00%
	> or = 93.50	77.75%
	> or = 94.00	66.50%
	> or = 94.50	55.25%
AVERAGE	> or = 95.00	44.00%
	> or = 95.50	36.00%
	> or = 96.00	28.00%
	> or = 96.50	20.00%
GOOD	> or = 97.00	12.00%
	> or = 97.50	8.00%
	> or = 98.00	4.00%
	> or = 98.50	0.00%

7.8 Service Debits

7.8.1 After application of the Sliding Scale Reductions under Paragraph 7.6 and 7.7, the Service Credits will be calculated for the relevant Service Period, in accordance with Paragraph 4 above.

7.8.2 The Supplier may be able to reclaim the value of some of the Service Credits deducted for previous Service Periods as Service Debits. Service Debits will be applied on a Performance Quarter basis in respect of those KPIs which are eligible for them, as identified in Paragraph 6.2.2.

7.8.3 Where the Performance Percentage is sufficiently high for a particular Service Period the Supplier may be entitled to reclaim a proportion of the eligible Service Credits (incurred in the preceding Performance Quarter only). Figure 7.5 details the percentage amount of the eligible Service Credits that may be reclaimed from the preceding Performance Quarter as one or more Service Debits. Each individual Service Period in the current Performance Quarter is eligible for Service Debits as specified in Figure 7.5, thus Service Debits may be claimed up to 3 times (once per month) against the preceding Performance Quarter.

7.8.4 The total value of all eligible Service Credits for the preceding Performance Quarter shall be treated as one amount (not by Service area) and Service Debits applied against this one amount. Service Debits may not be claimed against any Service Credits which are not designated as subject to Service Debits in Paragraph 6.2.2

7.8.5 Service Debits accrued by the Supplier will be retained by the Authority and used to offset amounts owing for future Service Credits.

Figure 7.5: Service Debits – Percentage reclaimable of eligible service credits.

	In-country Performance Percentage	**Service Debits** (percentage of eligible Service Credits reclaimable from previous Performance Quarter)	**Overseas Performance Percentage**	**Service Debits** (percentage of eligible Service Credits reclaimable from previous Performance Quarter)
HIGH	> or = 98.75	13.00%	> or = 99.25	19.00%
	> or = 98.50	8.00%	> or = 99.00	12.00%
	> or = 98.25	4.00%	> or = 98.75	6.00%
	> or = 98.00	2.00%	> or = 98.50	3.00%

7.8.6 For the avoidance of doubt, Service Debits will not be available until the second Performance Quarter.

7.8.7 For example:

Example 1 ICE Performance was at 98.1% in month 7, and OSE Performance was at 98.9% in month 7.

The Supplier would be entitled to a Service Debit for ICE of 2%, and OSE of 6%. These Service Debits would entitle the Supplier to reclaim 8% of eligible Service Credits awarded in Performance Quarter 2 (months 4-6). Service Debits may only be claimed against the previous Performance Quarter and, as such, the Supplier would not be able to claim any further Service Debits from Performance Quarter 1 (months 1-3).

If the value of eligible Service Credits awarded in Performance Quarter 2 was £[redacted] the Supplier would be entitled to reclaim 8% of this as a Service Debit due to the high performance delivered in month 7, resulting in recovery of £[redacted], which shall be retained by the Authority and used to offset further Service Credit deductions.

Should performance in months 8 and 9 also warrant Service Debits, these may be claimed, in addition to the amount claimed in month 7.

7.9 Contract Service Improvement Payments (Profit Share)

7.9.1 Contract Service Improvement Payments are calculated in accordance with Schedule O (Service Improvements). This Paragraph 7.9 sets out how performance level affects the Contract Service Improvement Payments.

7.9.2 The Profit Share Base may be modified depending upon the Performance Percentage delivered, as detailed in Paragraphs 7.10 to 7.11. It is possible that within a 12 month period performance could vary so that several of the mechanisms detailed in these paragraphs may apply. The net effect of applying all applicable modifications shall determine the final value of the Contract Service Improvement

Payment due. Nothing in this Paragraph 7 may reduce the Supplier's part of the Profit Share Base below 0%, nor increase it above 60%.

7.10 Very High Performance Enhanced Profit Share

7.10.1 Where the Supplier delivers a very high Performance Percentage (Figures 7.1 and 7.2 above) for a sustained period the Supplier shall be eligible for an increase in its proportion of the Contract Service Improvement, which shall be known as the **"Enhanced Profit Share".**

7.10.2 Any Enhanced Profit Share shall be based upon the Performance Percentage delivered during the relevant Contract Year as detailed in Figure 7.6 below. The maximum Enhanced Profit Share that can be awarded is an additional 30%, which would result in the Profit Share Base being modified to a Profit Share of 40% for the Authority and 60% for the Supplier.

Figure 7.6 – Annual Enhanced Profit Share

	Service Area	Conditions to achieve Enhanced Profit Share		Enhanced Profit Share
Profit Share Base		**Base Percentage split (70% Authority: 30% Supplier)**		N/A
Very High Performance (> or = 99.00% ICE Performance Percentage)	ICE	> or =	3 months Performance Percentage at > or = 99.00%	1.75%
		> or =	6 months Performance Percentage at > or = 99.00%	3.50%
		> or =	9 months Performance Percentage at > or = 99.00%	5.25%
		=	12 months Performance Percentage at > or = 99.00%	7.50%
Very High Performance (> or = 99.50% OSE Performance Percentage)	OSE	> or =	3 months Performance Percentage at > or = 99.50%	3.00%
		> or =	6 months Performance Percentage at > or = 99.50%	6.00%
		> or =	9 months Performance Percentage at > or = 99.50%	9.00%
		=	12 months Performance Percentage at > or = 99.50%	12.50%
Consistent Very High Performance	ICE & OSE	Both OSE and ICE have been within the Very High Performance Percentage zone (> or = 99.00% for ICE, and > or = 99.50% for OSE) for 12 months.		10.00%

7.10.3 For example:

Example 1 ICE Performance Percentage was above 99.00% for 3 months, and OSE Performance Percentage was above 99.50% for 6 months in the contract year. These do not have to be consecutive months.

Assuming that no Reduced Profit Share for a poor or lower Performance Percentage had been awarded in respect of the same Contract Year, the Supplier would be entitled to the Profit Share Base and an Enhanced Profit Share for both ICE and OSE. The ICE Enhanced Profit Share would be an additional 1.75%, and OSE Enhanced Profit Share would be an additional 6% resulting in an Enhanced Profit Share of 7.75%. This results in a modified Profit Share of 37.75% (30% Profit Share Base + 7.75% Enhanced Profit Share = 37.75%) to the Supplier.

The Supplier declared a 5% profit margin in the tender cost model, but realised a 6% profit margin at Contract Year end. The Contract Service Improvement for the relevant Contract Year would be the monetary equivalent of the “1%” excess profit. In this example £[redacted] is used.

This £[redacted] would be shared 37.75% to the Supplier and 62.25% to the Authority, resulting in a Contract Service Improvement Payment to the Supplier of £[redacted] (via retaining this amount of the Contract Service Improvement), and a credit to the Authority of £[redacted] which shall be credited against the next invoice(s) submitted.

Example 2 ICE Performance Percentage was above 99.00% for 12 months, and OSE Performance Percentage was above 99.50% for 12 months.

The Supplier would be entitled to the Profit Share Base and an Enhanced Profit Share for both ICE and OSE. The ICE Enhanced Profit Share would be an additional 7.5%, and OSE Enhanced Profit Share would be an additional 12.5%. As both ICE and OSE were in the very high performance zone for 12 months the Supplier will also be entitled to a consistent very high performance enhancement of 10%. The result of this would be a modified Profit Share of 60% (30% Profit Share Base +30% Enhance Profit Share = 60%) to the Supplier.

Using the same £[redacted] efficiency gain at Contract Year end as in example 1, this would be shared 60% to the Supplier and 40% to the Authority, resulting in a Contract Service Improvement Payment to the Supplier of £[redacted] (via retaining this amount of Contract Service Improvement), and a credit to the Authority of £[redacted], which shall be credited against the next invoice(s) submitted.

7.11 Poor Performance Percentage or Lower - Reduced Profit Share

7.11.1 Where the Supplier delivers a Poor or lower Performance Percentage (Figure 7.1 and 7.2 above) its share of the Contract Service Improvement shall be reduced from the Profit Share Base, which shall be known as the **"Reduced Profit Share"**.

7.11.2 The amount of Reduced Profit Share shall be based upon the Percentage Performance delivered during the Contract Year as detailed in Figures 7.7, 7.8 and 7.9 below. The maximum Reduced Profit Share for a Contract Year shall have the effect of reducing the Supplier's share of the Contract Service Improvement to 0%, with the Authority retaining 100% of the Contract Service Improvement.

Figure 7.7 – Annual Reduced Profit Share – Poor Performance Percentage

	Service Area	Conditions resulting in reduced Contract Service Improvement share		Reduction in Contract Service Improvement share
Profit Share Base		**Base Percentage split (70% Authority : 30% Supplier)**		N/A
Poor Performance (< 90% to > or = 87% ICE Performance Percentage)	ICE	> or =	3 months Performance Percentage at Poor	-1.75%
		> or =	6 months Performance Percentage at Poor	-3.50%
		> or =	9 months Performance Percentage at Poor	-5.25%
		=	12 months Performance Percentage at Poor	-7.50%
Poor Performance (< 93% to > or = 90% OSE Performance Percentage)	OSE	> or =	3 months Performance Percentage at Poor	-3.00%
		> or =	6 months Performance Percentage at Poor	-6.00%
		> or =	9 months Performance Percentage at Poor	-9.00%
		=	12 months Performance Percentage at Poor Performance	-12.50%

Figure 7.8 – Annual Reduced Profit Share – Very Poor Performance Percentage

	Service Area	Conditions resulting in reduced Contract Service Improvement share		Reduction in Contract Service Improvement share
Profit Share Base		**Base Percentage split (70% Authority : 30% Supplier)**		N/A
Vey Poor Performance (<87% to 84% for ICE, <90% to 87% for OSE)	Either ICE or OSE	> or =	3 months Performance Percentage (this could be for either ICE or OSE) at Very Poor.	-30.00%

Figure 7.9 – Annual Reduced Profit Share – Critical Performance Percentage

	Service Area	Conditions resulting in reduced Contract Service Improvement share		Reduction in Contract Service Improvement share
Profit Share Base		**Base Percentage split (70% Authority : 30% Supplier)**		N/A
Critical Performance (<84% for ICE, <87% for OSE)	Either ICE or OSE	> or =	1 months Performance at Critical Performance	-30.00%

7.11.3 For example:

Example 1 (Poor Performance Percentage) ICE Performance Percentage was below 90.00% but above 87% for 3 months, and OSE Performance Percentage was below 93%, but above 90% for 6 months.

Assuming that no Enhanced Profit Share for very high Performance Percentage or Reduced Profit Share for very poor or critical Performance Percentage had been awarded in the same year the Supplier would be entitled to a Reduced Profit Share compared to Profit Share Base. The ICE Reduction would be 1.75%, and OSE reduction would be 6%. This would result in a Reduced Profit Share of 22.25% (30% Profit Share Base - 7.75% reduction in Profit Share = 22.25%) to the Supplier.

The Supplier declared a 5% profit margin in the tender cost model, but realised a 6% profit margin at Contract Year end. The Contract Service Improvement for the relevant Contract Year would be the monetary equivalent of the “1%” excess profit. In this example £[redacted] is used.

This £[redacted] would be shared 22.25% to the Supplier and 77.75% to the Authority, resulting in a Contract Service Improvement Payment to the Supplier of £[redacted] (via retaining this amount of excess profit), and a credit to the Authority of £[redacted] which shall be credited against the next invoice(s) submitted.

Example 2 (Very Poor Performance Percentage) ICE Performance Percentage was below 87.00% but above 84% for 2 months, and OSE Performance Percentage was below 90%, but above 87% for 1 month, resulting 3 instances of monthly performance being in the very poor zone across both Services in the Contract Year.

Assuming that no Enhanced Profit Share for very high Performance Percentage or Reduced Profit Share for poor or critical Performance Percentage had been awarded in the same year the Supplier would be entitled to a Reduced Profit Share compared to Profit Share Base. This reduction would be 30%, which would result in a Reduced Profit Share of 0% (30% Profit Share Base - 30% of Profit Share = 0%) of the Contract Service Improvement for the Supplier.

Using the same £[redacted] efficient gain at Contract Year end as in example 1, this would be shared 0% to the Supplier and 100% to the Authority, resulting in a Contract Service Improvement Payment to the Supplier of £[redacted] and a credit to the Authority of £[redacted] which shall be credited against the next invoice(s) submitted.

Example 3 (Critical Performance Percentage) ICE Performance Percentage was below 84.00% for 1 month, and OSE Performance was above 87% for all months, resulting in 1 cumulative instance of monthly performance being in the critical zone across both Services.

Assuming that no Enhanced Profit Share for very high Performance Percentage or Reduced Profit Share for poor or very poor Performance Percentage had been awarded in the same year the Supplier would be entitled to a Reduced Profit Share compared to Profit Share Base. This reduction would be 30%, which would result in a reduced profit share of 0% (30% Profit Share Base - 30% of Profit Share = 0%) to the Supplier.

Using the same £[redacted] efficient gain at Contract Year end as in example 1, this would be shared 0% to the Supplier and 100% to the Authority, resulting in a Contract Service Improvement Payment to the Supplier of £[redacted] and a credit to the Authority of £[redacted], which shall be credited against the next invoice(s) submitted.

Year End Performance Related Payment

8.1 The Agreement requires successful completion of 100% of Service Requests, within the Performance Threshold and for those movements and returns accepted above the Performance Threshold. Where requests are not completed in accordance with the requirements of this Agreement, Service Credits will be awarded for failed activities. However where consistent higher levels of performance are delivered, the Supplier shall be entitled to performance related payments in line with the conditions in this Paragraph 8.

8.2 Year End Performance Related Payments are payable in addition to the financial mechanisms detailed in Paragraph 7 above, for consistent high Performance Percentage at the end of each Contract Year in respect of Overseas and In-country Escorting Services.

8.3 All Year End Performance Related Payments shall be based upon the average performance over a Contract Year for the relevant Service Area. This average shall be calculated by the Authority at the end of each Contract Year based upon adding together the monthly Performance Percentage for each Service Period in the Contract Year for the relevant service area and dividing by 12.

8.4 Overseas Year End Performance Related Payment

8.4.1 The Overseas Escorting Service is critical to the Authority's operational requirements and high levels of performance shall be maintained by the Supplier.

8.4.2 Where the average Overseas Performance Percentage exceeds 98.5% in a Contract Year, the Supplier will be entitled to an Overseas Year End Performance Payment in accordance with Figure 8.1 below. Payments are not cumulative, with the Supplier being entitled to the higher amount in figure 8.1 for which their performance qualifies.

8.4.3 No Overseas Year End Performance Related Payment will be made where:

(a) an average of less than 98.5% Overseas Performance Percentage is achieved in the relevant Contract Year; and/or

(b) In-country Performance Percentage has averaged less than 97.50% in the same Contract Year, irrespective of the Overseas Performance Percentage delivered.

Figure 8.1 – Overseas Escorting (OSE) Year End Performance Related Payments.

	Conditions to obtain an OSE Year End Performance Related Payment				
OSE Performance Category	**Average OSE Annual Performance**		**and**	**Average ICE Annual Performance**	**Year End Performance Related Payment.**
Very High	=	100.00%	and	> or = 97.50%	£[redacted]
	> or =	99.50%	and	> or = 97.50%	£[redacted]
High	> or =	99.00%	and	> or = 97.50%	£[redacted]
	> or =	98.50%	and	> or = 97.50%	£[redacted]

8.5 In-Country Year End Regional Performance Related Payment

8.5.1 The In-country Service is a UK based operation and the Supplier shall provide high levels of performance across the UK.

8.5.2 To monitor performance at a regional level the Authority has divided the UK into 11 performance regions, as detailed in Figure 8.2 below.

Figure 8.2 In-country Performance Regions

8.5.3 Where average In-country Performance Percentage exceeds 98% in a Contract Year in every one of the 11 regions the Supplier will be entitled to a Year End Regional Performance Related Payment of £[redacted]

8.5.4 Where the Supplier fails to meet the standards under Paragraph 8.5.3 above, but still achieves at least 98% in 8 regions, a reduced Year End Regional Performance Related Payment of £[redacted] will be payable by the Authority.

8.5.5 No Year End Regional Performance Related Payment will be paid where:

(a) an average annual Performance Percentage of 98% is achieved in fewer than 8 regions, and/or

(b) the Overseas Performance Percentage has averaged less than 98% in the same Contract Year, irrespective of the in-country performance delivered.

Service Unavailability

9.1 Introduction

9.1.1 The following Service Areas are subject to Availability Conditions, which if an Unavailability Event occurs, may incur Unavailability Service Credits:

(a) Management Services, in respect of the Operational Control Centre (Schedule D1 (Management Services), Paragraph 3.13);

(b) Holding Rooms (Schedule D5);

(c) Holding Rooms at Juxtaposed Controls (Schedule D7); and

(d) Residential Short Term Holding Facilities (Schedule D6).

9.2 Availability Conditions

9.2.1 All aforementioned Services areas must at all times comply with the Availability Conditions set out in the table below. An "**Unavailability Event**" is any breach of the Availability Conditions in part or all of a Service area. With specific regard to Holding Rooms (9.1.1 (b) above), and Holding Rooms at Juxtaposed controls (9.1.1 (c) above) it is recognised that the landlord/facility providers have responsibility for facilities management. Therefore unavailability events to which this paragraph applies shall be limited to those caused by failure of the Supplier to meet its contractual obligations.

Availability Conditions	Standard
Access Condition	Means a state or condition of the relevant facility or Service or the **means of access to i**t which allows all persons who are so entitled to enter, occupy or use it safely and conveniently.
Safety Condition	Means a state or condition of the relevant facility or Service which allows those persons who it can reasonably be expected may from time to time require to enter, leave, occupy and use such facility or Service to do so safely, including compliance with all Laws, and any relevant policies relating to fire safety or health and safety at work.
Use Condition	Means a state or condition of the relevant facility or Service that satisfies the Use Parameters for that service of facility. The **"Use Parameters"** for the Service are the provision and operation of the following

	systems in accordance with applicable Laws, Schedule D and Good Industry Practice: (i) heating; (ii) lighting; (iii) power; (iv) safe water (relating to availability, quality and safe sewerage system); (v) security systems; (vi) fire and other safety systems; and (vii) all functionality as set out in Schedule D.

9.3 Unavailability Service Credits

9.3.1 Service Credits redeemable in respect of Unavailability Events shall be calculated by Service Area as described in Paragraph 5 of Part H of Schedule F (Payment Mechanism) and in the relevant Part which relates to the particular Service Area.

9.4 Alternative Service Delivery

9.4.1 Service Credits for Unavailability Events shall not accrue if, and to the extent that, the Authority is able to identify an alternative method of Service delivery provided by the Supplier in place of the affected element, and where the initial unavailability or alternative service provision has not in the opinion of the Authority resulted in any detriment to the Service received by the Authority.

Annex A – Performance Percentage Calculations

Annex A1 - In-Country Performance Percentage Calculation

Definitions

In this Annex, the following definitions shall apply:

Name	Definition	Detail	How used
Monthly ICE Performance (MP_{ICE})	Percentage of successfully completed moves.	Percentage of successfully completed calculated against **Required Moves (RQM_{ICE})**.	This is the percentage used in the sliding scale and other performance calculations above.
Movements Requested (MRQ_{ICE})	All Service Requests / requested movements by the Authority.	Total requested moves/ Service Requests..	This figure is not used for Performance Percentage Calculations.
Movements Declined (MRD_{ICE})	All Service Requests / movements declined by the Supplier due to being above the Performance Threshold.	These are Service Requests / movements declined by the supplier as they are above the Performance Threshold. This shall include any Service Requests / movements accepted which were above the Performance Threshold at the point of acceptance which are subsequently cancelled or failed by the Supplier	This figure is not used for Performance Percentage Calculations.
Non Required Moves (NRM_{ICE})	These are Service Requests / requested movements cancelled by the Authority with over 24 hours' notice.	Any Service Request / Movement Request (MRQ_{ICE}) that is cancelled by the Authority with over 24hrs notice.	This figure is not used for Performance Percentage Calculations.

Supplier Cancelled Moves (ICE - CM)	These are Service Requests / requested movements cancelled by the Supplier (See 6.3.2 above)	These are Service Requests / requested movements cancelled by the Supplier (see 6.3.2 above). For performance purposes, where Service Requests / requested movements are: a) Cancelled with >/=24 hrs notice these are included in (thus are not deducted from) the Required Moves (RQM_{ICE}), as these moves are still required the Supplier has simply cancelled the required move. b) Cancelled with <24hrs notice these are already included in (RQM_{ICE}) figures as a live request at 24 hrs.	This figure is not used for Performance Percentage Calculations.
Required Moves (RQM_{ICE})	Total of Service requests live 24 hours before pick up excluding Authority cancelled Service Requests with >/= 24 hours' notice, and Supplier Declined Moves), but including Supplier cancelled moves cancelled with >/=24hrs Notice.	Total of live Service Requests at 24 hours before pick up (excludes Authority cancelled movement requests with >/= 24hrs notice (NRM_{ICE}), and Movements Declined (MRD_{ICE})) plus all Supplier cancelled moves >/=24 hours' notice (see ICE-CM point a) above). Note: Any ICE movement requested with less than 24hrs notice will automatically be a Required Move.	This is the baseline for required movements that percentage success shall be calculated on.
Authority Cancelled Moves (ACM_{ICE})	These are required moves/Service Requests cancelled by the Authority with less than 24 hours' notice.	Any Required Moves (RQM_{ICE}) that are cancelled by the Authority with less than 24hrs notice.	These moves will not be categorised as Supplier failures for performance percentage calculations.

Supplier Failed Movements (SFM_{ICE})	Failed ICE Movements/Service Requests.	Total of Supplier failed movements/Service Requests. These are ICE movements/Service Requests that were either not completed, refused by the supplier, or was completed late (including those completed in the discount window). This excludes any movement cancelled by the supplier which shall be classified as a Supplier Cancelled Move (ICE-CM)	This figure is not used for Performance Percentage Calculations.
Total Supplier Failures (TSF_{ICE})	Total failures by the supplier	Total of Supplier Failed Movements (SFM_{ICE}) and Supplier Cancelled (ICE – CM), moves/Service Requests.	This is the failure rate for the Service calculated as (TSF_{ICE} / RQM_{ICE}) x100 This figure is not used for Performance Percentage Calculations.
Mitigated Failed Movements (MFM_{ICE})	Failed ICE Movements/Service Requests, in respect of which the Authority has accepted the Suppliers mitigation evidence.	These are failed moves/Service Requests initially designated as Supplier failed moves (SFM_{ICE}), which the Authority has subsequently via the mitigation process (paragraph 4.4 & 4.6 of Schedule G), that in accordance with this Agreement, the Service Credits should not apply.	These moves will not be categorised as Supplier failures for performance percentage calculations.

Supplier Successfully completed Moves (SSM_{ICE})	Moves/Service Requests completed Successfully.	Moves/Service Requests completed on time. (All moves not completed on time are categorised as a SFM_{ICE} even where these moves are completed late in the discount window). Note: Successful moves/Service Requests are those completed by the Supplier as instructed, where the move is not completed as instructed this would not be a successfully completed move..	This is the success number used to calculate percentage performance.
Unavoidable Failed Moves (UFM_{ICE})	Moves/Service Requests which failed due unavoidable circumstances.	These are unavoidable failures that have not been formally cancelled by the Authority. Moves formally cancelled are classified as (ACM_{ICE}). These unavoidable failures are **<u>strictly limited</u>** to the following instances: a) failed due to Judicial Review; b) failed due to document issues (not caused by the Supplier); c) failed due to Detainee not at pick up point (not caused by action/inaction of the Supplier); d) failed due to a Detainee not being released by a previous custodian into the Suppliers custody (not caused by action/inaction of the Supplier). Delays in release of a Detainee by a previous custodian would not be considered a UFM_{ICE} and the Supplier is expected to undertake all reasonable steps to mitigate the effect of any such delay. However where the Supplier can demonstrate via the mitigation process that such delay had a material impact	These moves will not be categorised as Supplier failures for performance percentage calculations.

		resulting in the failure of the move for the Detainee that was released late, such delay shall be categorised as (MFM_{ICE}); e) failed due to an Airline, or Airline Captain refusing to carry the detainee; and f) Delivery Class 1a moves where the Authority agrees insufficient notice has been provided. The Supplier shall provide evidence to support any claim for a UFM_{ICE} consideration to demonstrate no contributory action by Supplier. Any other failed moves not listed above, or not suitably evidenced to fall into the categories above shall be categorised as a Supplier failed movements (SFM_{ICE}).	
Annual Performance Percentage (APP_{ICE})	The average ICE performance percentage for a Contract Year.	This is calculated by adding the 12 monthly performance percentages (MP_{ICE}) and dividing by 12.	This is used for Contract Service Improvement Calculations.

Monthly Performance Calculation

$(MP_{ICE}) = ((SSM_{ICE} + ACM_{ICE} + UFM_{ICE} + MFM_{ICE} +) / RQM_{ICE)}) \times 100$

Annual Performance Calculation

$$(APP_{ICE}) = \left(\begin{array}{l} (MP_{ICE})_{m1} + (MP_{ICE})_{m2} + (MP_{ICE})_{m3} + (MP_{ICE})_{m4} + \\ (MP_{ICE})_{m5} + (MP_{ICE})_{m6} + (MP_{ICE})_{m7} + (MP_{ICE})_{m8} + \\ (MP_{ICE})_{m9} + (MP_{ICE})_{m10} + (MP_{ICE})_{m11} + (MP_{ICE})_{m12} \end{array} \right) \Big/ 12$$

Where: $(MP_{ICE})_m$ - means the performance percentage for each month (Service Period) of the relevant Contract Year (designated as months 1-12)

Annex A2 - Overseas Performance Percentage Calculation (Scheduled and Charter escorting)

Definitions

In this Annex, the following definitions shall apply:

Name	Definition	Detail	How used
Monthly OSE Performance (MP_{OSE})	Percentage of successfully completed Returns/Overseas Service Requests.	Percentage of successfully completed returns/overseas requests calculated against **Required Returns/Overseas Tasks (RQM_{OSE}).**	This is the percentage used in the sliding scale and other performance calculations above.
Returns/Overseas Tasks Requested (MRQ_{OSE})	All Returns/ Overseas Service Request/Tasks requested by the Authority.	Total requested Returns/ Overseas Tasks.	This figure is not used for Performance Percentage Calculations.
Returns/Overseas Tasks Requested Declined (MRD_{OSE})	All Returns/Overseas Service Requests/Overseas Tasks declined by the Supplier due to being above the Performance Threshold.	These are Returns/Overseas Service Requests/Overseas Tasks declined by the Supplier as they are above the Performance Threshold. This shall include any Returns/Overseas Service Requests/Overseas Tasks accepted which were above the Performance Threshold at the point of acceptance which are subsequently cancelled or failed by the Supplier	This figure is not used for Performance Percentage Calculations.
Non Required Returns/Overseas Tasks (NRM_{OSE})	These are requested Returns/Overseas Service Request/ Overseas Tasks cancelled by the Authority with over 72 hours' notice.	Any Required Return/Overseas Service Request/ Overseas Tasks (MRQ_{OSE}) that is cancelled by the Authority with over 72hrs notice.	This figure is not used for Performance Percentage Calculations.

Supplier Cancelled Returns/Overseas Tasks (OSE- CT)	These are requested Returns/Overseas Service Request/ Overseas Tasks cancelled by the Supplier (See 6.4.2 above)	These are Service Requests / requested movements cancelled by the Supplier (See 6.4.2 above). For performance purposes where Returns/Overseas Service Request/ Overseas Tasks are: a) Cancelled with >/=72hrs notice these are included in (thus not deleted from) the Required Moves (RQM_{OSE}), as these are required the supplier has simply cancelled the required task.. b) Cancelled with <72hrs notice these are already included in (RQM_{OSE}) figures as a live request at 72 hrs.	This figure is not used for Performance Percentage Calculations.
Required Returns/Overseas Tasks (RQM_{OSE})	Total of Returns/Overseas Service Request/ Overseas Tasks live 72 hours before pick up excluding Authority cancelled requests with >= 72 hours' notice and Supplier Declined Returns/Overseas Tasks, but including Supplier cancelled Returns/Overseas Tasks >=72hrs notice.	Total of live Service requests at 72 hours before departure (excludes Authority cancelled Returns/ Overseas Service Requests/ Overseas Tasks requests with >= 72hrs notice (NRM_{OSE}), and Returns/Overseas Service Requests/ Overseas Tasks Requested Declined (MRD_{OSE})) plus all Supplier cancelled Returns/ Overseas Service Requests/ Overseas Tasks cancelled with >=72hrs notice (see OSE-CT point a) above). Note: Any Returns/Overseas Service Requests/Overseas Tasks requested with less than	This is the baseline for required Returns/Overseas Tasks that percentage success shall be calculated on.

		72hrs notice will automatically be a Required Returns/Overseas Service Request/ Overseas Tasks.	
Authority Cancelled Returns/Overseas Tasks (ACM_{OSE})	These are required Returns/Overseas Service Request/ Overseas Tasks cancelled by the Authority with less than 72 hours' notice.	Any Required Returns/Overseas Service Request/Overseas Tasks (RQM_{OSE}) that are cancelled by the Authority with less than 72 hours' notice.	These Returns/Overseas Tasks will not be categorised as Supplier failures for performance percentage calculations.
Supplier Failed Returns/Overseas Service Request (SFM_{OSE})	Failed Returns/Overseas Service Requests/ Overseas Tasks.	Total of all Supplier-failed, , and supplier completed late (SLM_{OSE}) Returns/Overseas Service requests/ Overseas Tasks. These are Returns/ Overseas Service Request/Overseas Tasks that were either not completed, refused by the supplier, not completed as instructed or was completed late. This excludes any movement Cancelled by the supplier which shall be classified as a Supplier Cancelled Move (OSE-CT) Failed returns shall include booked Returns/ Overseas Service Request/Overseas Tasks, subsequently altered by the Supplier for any reason which results in the original return/removal having to be rebooked on a different flight.	This is the overarching failure rate for the service (excluding failures to meet contractual timescales). This figure is not used for Performance Percentage Calculations
Supplier Completed Late Returns/Overseas	Returns/Overseas Service Requests/Overseas Tasks completed,	This is any Return/Overseas Service request/Overseas Task, which was completed, but	These Return/Overseas Service Requests/

Tasks (SLM_{OSE})	but not in accordance with the timescales in this agreement (SP06).	completed late: This includes: Where the Supplier did not offer 1 option within 7 days of the requested date, which resulted in the Return/Overseas Task being completed in excess of 7 days from the requested date. This excludes Tasks where the Supplier provides the 1 option in line with the terms of this Agreement, and flight availability creates the delay.	Overseas Tasks failed to meet the timelines required in this Agreement (SP06), and as such will be categorised as Supplier failures (not Supplier successes) for performance percent calculations. This figure is not directly used for Performance Percentage Calculations, but is deducted from Supplier Successfully completed Returns/Overseas Tasks (SSM_{OSE}) for calculation purposes.
Total Supplier Failures (TSF_{OSE})	Total failures by the supplier	Total of Supplier Failed Returns/Overseas Service Request (SFM_{OSE}) and Supplier Cancelled (OSE – CT) Returns/Overseas Tasks	This is the failure rate for the Service calculated as (TSF_{OSE} / RQM_{OSE}) x100 This figure is not used for Performance Percentage Calculations.
Mitigated Failed Returns/Overseas Tasks (MFM_{OSE})	Failed Returns/Overseas Service Request/ Overseas Tasks, which the Authority has accepted the Suppliers mitigation	These are failed Returns/Overseas Service Requests/ Overseas Tasks initially designated as Supplier failed moves (SFM_{OSE}), which the Authority has subsequently via the	These Returns/Overseas Service Requests/ Overseas Tasks will not be categorised as Supplier failures

	evidence.	mitigation process (paragraph 4.4 & 4.6 of Schedule G), that in accordance with this Agreement, the Service Credits should not apply.	for performance percentage calculations.
Supplier Successfully completed Returns/Overseas Tasks (SSM_{OSE})	Returns/Overseas Service Request/ Overseas Tasks completed successfully.	Returns/Overseas Service Request/ Overseas Tasks completed successfully in full compliance with the terms of this Agreement (note Returns/Overseas Tasks completed late are deducted from this figure, being categorised as a SLM_{OSE} and not SSM_{OSE}) Note: Successful Returns/Overseas Service Request/ Overseas Tasks are those completed by the Supplier as instructed, where the move is not completed as instructed this would not be a successfully completed move.	This is the success number used to calculate percentage performance
Unavoidable Failed Returns/Overseas Tasks (UFM_{OSE})	Returns/Overseas Service Request/ Overseas Tasks which failed due unavoidable circumstances.	These are unavoidable failures that have not been formally cancelled by the Authority. Moves formally cancelled are classified as (ACM_{OSE}) These unavoidable failures are **<u>strictly limited</u>** to the following instances: a) failed due to Judicial Review; b) failed due to Document issues (not caused by the Supplier); c) failed due Detainee not at pick point (not caused by action/inaction of the Supplier);	These Returns/Overseas Tasks will not be categorised as Supplier failures for performance percentage calculations.

		d) failed due to a Detainee not being released by a previous custodian into the Supplier's custody (not caused by action/inaction of the Supplier). Delays in release of a Detainee by a previous custodian would not be considered a UFM_{OSE} and the Supplier is expected to undertake all reasonable steps to mitigate the effect of any delay. However where the Supplier can demonstrate via the mitigation process that such delay had a material impact resulting in the failure of the move for the Detainee that was released late, such delay shall be categorised as (MFM_{OSE}); e) failed due to an Airline, or Airline Captain refusing to carry the detainee. The Supplier shall provide evidence to support any claim for a UFM_{OSE} consideration to demonstrate no contributory action by Supplier. Any other failed moves not listed above, or not suitably evidenced to fall into the categories above shall be categorised as a Supplier failed movements (SFM_{OSE}).	
Annual Performance	The average OSE performance percentage for a	This is calculated by adding the 12 monthly performance percentages	This is used for Contract Service Improvement

Percentage (APP_{OSE})	Contract Year	(MP_{OSE}) and dividing by 12	Calculations.

Monthly Performance Calculation

$(MP_{OSE}) = ((SSM_{OSE} + ACM_{OSE} + UFM_{OSE} + MFM_{OSE}) / RQM_{OSE}) \times 100$

Annual Performance Calculation

$$(APP_{OSE}) = \left(\begin{array}{l} (MP_{OSE})_{m1} + (MP_{OSE})_{m2} + (MP_{OSE})_{m3} + (MP_{OSE})_{m4} + \\ (MP_{OSE})_{m5} + (MP_{OSE})_{m6} + (MP_{OSE})_{m7} + (MP_{OSE})_{m8} + \\ (MP_{OSE})_{m9} + (MP_{OSE})_{m10} + (MP_{OSE})_{m11} + (MP_{OSE})_{m12} \end{array} \right) \Big/ 12$$

Where: $(MP_{OSE})_m$ - means the performance percentage for each month (Service Period) of the relevant Contract Year (designated as months 1-12)