



# RPAS/00002 – FLEXIBLE TACTICAL UNCREWED AIR SYSTEM (FTUAS)

SCHEDULE K - Performance

# OFFICIAL-SENSITIVE COMMERCIAL

#### 1. Introduction

- 1.1. The Contractor's performance under this Contract shall be monitored against the Key Performance Indicators (KPIs) and Performance Indicators (PIs) detailed in paragraph 10 of this Schedule K (Performance).
- 1.2. The Contractor shall provide calculations and evidence required by this Schedule K on the performance achieved against each KPI and PI, and in sufficient detail, that permits the Authority to fully consider the achievement of the relevant PI and KPI.
- 1.3. The Parties confirm that the Authority's rights to make deductions as set out in this Schedule K are reasonable and proportionate to protect the Authority's legitimate interests in achieving a good level of performance under this Contract.

## 2. KPI and PI Reporting

- 2.1. For each KPI and PI detailed in this Schedule, the Contractor shall ensure it achieves each of the GREEN Performance Criteria, as stated in paragraph 10 of this Schedule.
- 2.2. Within five (5) Working Days after the end of each Calendar Month, or as specified in paragraph 10 (if different), the Contractor shall prepare and submit a report detailing the Contractor's performance against each PI and KPI. A failure by the Contractor to provide sufficient detail on the Contractor's performance may result in the Authority determining that the Contractor has failed to achieve the GREEN Performance Criteria for the relevant KPI(s) and/or PI(s).
- The reports submitted pursuant to paragraph 2.2, shall be discussed at each Monthly, Quarterly or Annual Programme Review Meeting (in accordance with Schedule L – Governance).
- 2.4. Any disputes over the reports submitted pursuant to paragraph 2.2 shall be discussed at the relevant Monthly / Quarterly / Annual Performance Review Meeting with a view to reaching a binding decision on the performance achieved. If there is a failure to reach agreement at the relevant meeting, within ten (10) Working Days after the relevant Performance meeting, the Contractor and Authority shall work together to agree a resolution, if necessary via escalation within the Contractor and Authority organisation. If after that period no agreement has been reached, the Authority reserves the right to determine the outcome. The Authority shall advise the Contractor in writing of the decision within five (5) Working Days. Should this not be acceptable to the Contractor the parties shall follow the process in Clasue 96 Dispute Resolution.

## 3. General Measurement Principles of KPI 1 (Technical Support)

3.1. Should the Contractor in any Reporting Period fail to achieve the GREEN Performance Criteria under KPI 1 the Authority will retain the relevant Retention Value set out in paragraph 10 of this Schedule K.

- 3.2. Subject to paragraphs 3.3 and 3.4, if in a Reporting Period (the "Second Reporting Period") immediately following a Reporting Period when the Contractor failed to achieve the GREEN Performance Criteria for KPI 1 (the "First Reporting Period"), the Contractor achieves the GREEN Performance Criteria, the Retention Value retained in the First Reporting Period will be refunded to the Contractor.
- 3.3. Notwithstanding paragraph 0, if the Contractor fails to achieve the GREEN Performance Criteria for KPI 1 over two consecutive Reporting Periods, the Authority may permanently retain the relevant Retention Value for each such two Reporting Periods.
- 3.4. Notwithstanding paragraph 0, if the Contractor fails to achieve the GREEN Performance Criteria for KPI 1 over three consecutive Reporting Periods, paragraph 3.2 shall no longer apply to this Contract and the Authority may permanently retain the relevant Retention Value for such three consecutive Reporting Periods and in respect of each Reporting Period thereafter where the Contractor fails to achieve the GREEN Performance Criteria for KPI 1.

### General Principles of KPI 2 – Social Values KPIs

- 4.1 If the Contractor fails to achieve the GREEN Performance Criteria for KPI 2 in any Reporting Period the Authority will retain the relevant Retention Value set out in paragraph 10 of this Schedule K
- 4.2 If the Contractor re-submits the missing evidence to achieve the GREEN Performance Criteria for KPI2 within 10 Working Days of notification of achieving an AMBER or a RED score for KPI 2, as determined by the Authority, the Retention Value shall be refunded to the Contractor.
- 4.3 Notwithstanding paragraph 4.2, if the Contractor fails to provide the missing evidence to achieve the GREEN Performance Criteria for KPI 2 within 10 Working Days of notification of achieving an AMBER or a RED score for KPI 2 in any Reporting Period the Authority will permanently retain the relevant Retention Value set out in paragraph 10 of this Schedule K.

#### 5 General Measurement Principles of PI 1 (Availability)

- 5.1 Until the Contractor achieves the GREEN Performance Criteria for PI 1 for the same three or more consecutive Reporting Periods, the Authority will not sponsor or support any requested press releases or public relations material relating to this Contract.
- 5.2 In any rolling 12-month period, the Authority will not sponsor or support any requested press releases or public relations material relating to this Contract in the event that the Contractor achieves two or more RED Performance Criteria scores.

#### 6 General Measurement Principles of PI 2 (Schedule adherence and Quality)

6.1 The Authority shall monitor PI 2 throughout the life of the FTUAS Contract. Contractor schedule and quality adherence is monitored monthly at an RPAS Team Leader level (1\*), the 1\* Navy Command Programme Board, feeds into monthly Air Domain (2\*) reporting and DE&S corporate governance reviews (3\*).

## 7 General Measurement Principles of PI 3 (Contractor Behaviours)

7.1 The Authority shall monitor PI 2 throughout the life of the FTUAS Contract. Contractor schedule and quality adherence is monitored monthly at an RPAS Team Leader level (1\*), the 1\* Navy Command Programme Board, feeds into monthly Air Domain (2\*) reporting and DE&S corporate governance reviews (3\*).

#### 8 KPI and PI Relief

8.1 To the extent that the Contractor's failure to achieve a GREEN Performance Criteria is caused by a breach of this Contract by the Authority or a dependency failure by the Authority, the Contractor shall be granted relief from each relevant KPI and PI for the relevant Reporting Period provided, and to the extent, that the Contractor can evidence that such failure has been caused by the Authority.

## 9 KPI / PI Rectification Plans

- 9.1 If the Authority is entitled to permanently retain deductions in accordance with this Schedule K (Performance) or withhold press release or public relations material sponsorship, the Authority may require a KPI / PI Rectification Plan from the Contractor. The Contractor shall submit the requested Rectification Plan to the Authority within five (5) Working Days of the request detailing how the Contractor proposes to ensure that it achieves the relevant GREEN Performance Criteria for all future Reporting Periods. Within a further ten (10) Working Days the Authority and the Contractor shall work jointly to agree the proposed Rectification Plan. If such agreement is reached, the Parties shall agree the timescales to implement the Rectification Plan and how it will be managed to ensure the restoration of performance. If no Rectification Plan is agreed, it will be referred to the Dispute Resolution Process in accordance with Clause 96 of the Contract.
- 9.2 All Rectification Plans shall be submitted to the Authority's Project Manager detailed in Box 2 In the DEFFORM 111.
- 9.3 If any agreed Rectification Plan once implemented does not deliver the agreed restoration of the Contractors Performance within the timescales agreed within the Rectification Plan this shall be resolved by the Dispute Resolution Process in accordance with Clause 96 of the Contract.

#### 10 Measured KPIs / PI

		Key Performance Indicator 1 Summary	
KPI Number	98-1-VI	1	
Service Area		Technical Support	
KPI Descriptor		Measure reactivity to Task Authorisation Forms, Tec requests for technical advice.	chnical Queries and routine
Incidence Mea	sure	KPI 1.2 Provide response to routine requests for tech KPI 1.3 TAF responded to by agreed date	ithin Timescales nical advice ied within timescales
Who Reports?		The Contractor	
Reporting Free	quency	Monthly	
Retention Valu	ue	As set out below	
Retention Free	quency	Monthly	
		Performance Bands	
Band		Performance Level	% Retention
Green		erformance Level for three or more of KPIs 1.1, 1.2, .4, with no Red Performance Level.	
	TO SECTION AND ADDRESS.	Performance Level for three or more of KPIs 1.1, 1,24, with no Red Performance Level.	
Red	Red Per	formance Level for any of KPIs 1.1, 1.2, 1.3 or 1.4.	

KPI Number	1.1
Service Area	Technical Support
KPI Descriptor	responded to within agreed timescales
Incidence Measure	This KPI covers all that refer to equipment activities and measures response time.
	The Contractor shall provide a substantiated response, acceptable to the Authority, within the following timescales:
	Measured from:
	issued by the Authority.
	Measured to:
	Receipt of an acceptable response (as mutually agreed by the Parties under
	Clause 2 to Schedule K Performance) in writing by the Authority.
	Formula for calculation:
	For each monthly Reporting Period the monthly Performance Score for KPI 1.1 shall be calculated as (A/B) x 100 where:
	A = the total number of acceptably responded to (as determined by the Authority acting reasonably) within the timescales set out above in the monthly Reporting Period; and
	B = the total number of that the Contractor should have responded to in the monthly Reporting Period.
	The monthly Performance Score for KPI 1.1 shall be assessed against the table below to allow a RAG score to be awarded for the monthly Reporting Period.
Start	Contract Award.
Stop	End of contract
Exclusions / Relief	
	If agreement
	cannot be reached under Clause 2 to Schedule K Performance then the Parties shall follow the process detailed in Clause 96 Dispute Resolution.

Who Reports?	The Contractor to Authority in the monthly Progress Report.
Monitoring Frequency	Monthly
Reporting Frequency	Monthly
	Performance Criteria
Performance Bands	monthly Performance Score
GREEN	
AMBER	Le Date
RED	

KPI Number	1.2
Service Area	Technical Support
KPI Descriptor	Provide response to routine requests for technical advice
Incidence Measure	The Contractor shall provide  The Contractor shall provide a substantiated response, acceptable to the Authority, within two Working Days.  Measured from:  Measured from:  Measured to: Receipt of an acceptable response (as mutually agreed by the Parties under Clause 2 to Schedule K Performance).  Formula for calculation: For each monthly Reporting Period the Performance Score for KPI 1.2 shall be calculated as (A/B) x 100 where:  A = the total number of requests for help made by the Authority acceptably responded to (as determined by the Authority acting reasonably) within the
	B = the total number of requests for help made by the Authority that the Contractor should have responded to in the monthly Reporting Period.  The monthly Performance Score for KPI 1.2 shall be assessed against the table below to allow a RAG score to be awarded for the monthly Reporting Period.
Start	Contract Award
Stop	End of contract
Exclusions / Relief	If agreement cannot be reached under Clause 2 to Schedule K Performance then the Parties shall follow the process detailed in Clause 96 Dispute Possibilities
Who Reports?	Shall follow the process detailed in Clause 96 Dispute Resolution  The Contractor to Authority in the monthly Progress Report.
Monitoring Frequency	Monthly
Reporting Frequency	Monthly

Performance Criteria	
Performance Bands monthly Performance Score	
GREEN	
AMBER	
RED	

KPI Number	1.3	
Service Area	Technical Support	
KPI Descriptor	TAFs responded to by agreed date	
Incidence Measure	The Authority may raise a Tasking Approval Form (TAF) for the Contractor to undertake specified additional tasking.	
	The parties agree a date by which the Contractor shall provide their Part B Proposal.	
	The Authority will measure how often the Contractor responds with their Part B Proposal within the timescales agreed with the Authority.	
	Measured from:	
	The agreed date in accordance with Clause 5.3.3.	
	Measured to:	
	Receipt of a completed Part B Proposal by the Authority.	
	Formula for calculation:	
	For each monthly Reporting Period the Performance Score for KPI 1.3 shall be	
	calculated as (A/B) x 100 where:	
	A = the total number of Part B Proposals delivered within the agreed target time in the monthly Reporting Period and	
	B = the total number of Part B Proposals that the Contractor should have provided in the monthly Performance Period.	
	The monthly Performance Score for KPI 1.3 shall be assessed against the table below to allow a RAG score to be awarded for the monthly Reporting Period.	
Start	Contract Award	
Stop	End of contract.	
Exclusions / Relief	An error or omission by the Authority which prevents the Contractor from providing a timely response.	
Who Reports?	The Contractor to Authority in the monthly Progress Report.	
Monitoring Frequency	Monthly	
Reporting Frequency	Monthly	
	Performance Criteria	
Performance Bands	monthly Performance Score	

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GREEN	,	
AMBER		
RED		

KPI Number	1.4
Service Area	Technical Support
KPI Descriptor	Rectified within timescales
Incidence Measure	This KPI covers all that refer to maintaining and amending Technical Information (TI) and measures response time.
	The Contractor shall acknowledge receipt within 3 Working Days and provide a substantiated response or rectification plan within the following timescales:
	<ul> <li>Substantive Response General: 180 Calendar Days</li> <li>Substantive Response Urgent: 28 Calendar Days</li> </ul>
	Measured from: issued by the Authority.
	Measured to: Receipt of a response as mutually agreed by the Parties under Clause 2 to Schedule K Performance
	Formula for calculation: For each monthly Reporting Period the Performance Score for KPI 1.4 shall be calculated as (A/B) x 100 where:
	A = the total number of where the Contractor has provided a response deemed acceptable by the Authority within the target time set out above in the monthly Reporting Period and
	B = the total number of which the Contractor should have provided a response deemed acceptable by the Authority in the monthly Reporting Period.
	The monthly Performance Score for KPI 1.4 shall be assessed against the table below to allow a RAG score to be awarded for the monthly Reporting Period.
Start	Contract Award
Stop	End of contract
Exclusions / Relief	For complex or non-urgent issues, a response timescale outside of that stated below may be agreed between the Authority, Contractor and the originator of the request and thus excluded from the monthly calculations. If agreement cannot be reached under Clause 2 to Schedule K Performance then the Parties shall follow the process detailed in Clause 96 Dispute Resolution.

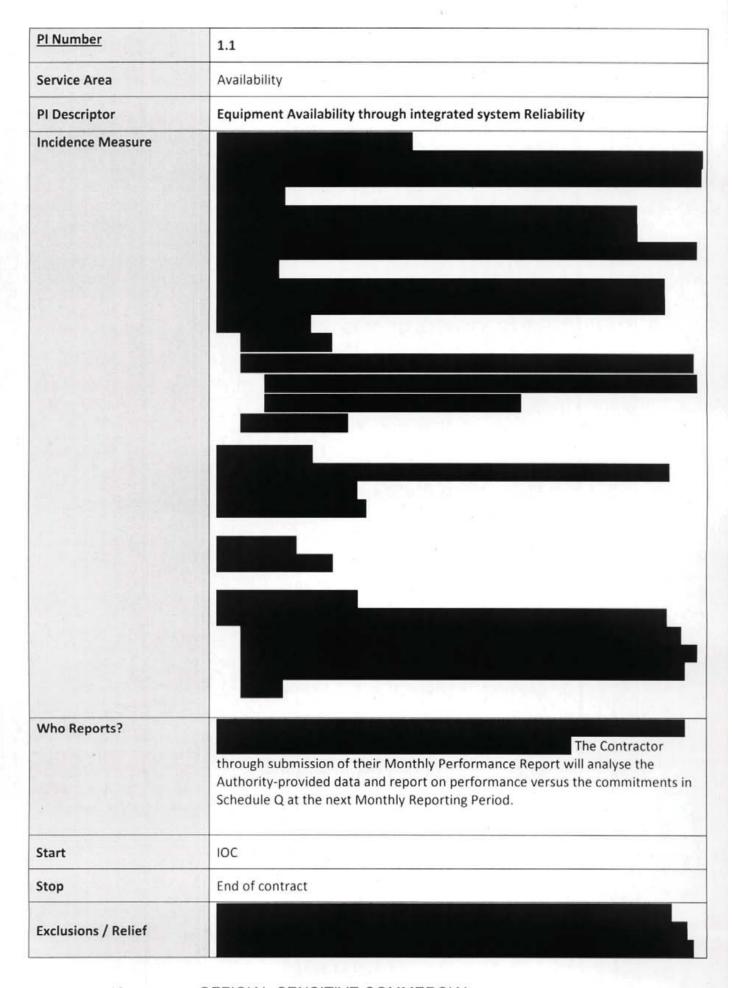
Who Reports?	The Contractor to Authority in the monthly Progress Report.
Monitoring Frequency	Monthly
Reporting Frequency	Monthly
	Performance Criteria
Performance Bands	monthly Performance Score
GREEN	
AMBER	
RED	

	Performance Indicator 1 Summary
<u>PI Number</u>	1
Service Area	Availability
KPI Descriptor	Equipment Availability - adherence to the Contractor's Reliability and Maintainability claims
Incidence Measure	The Authority requires the Contractor to provide a FTUAS system which is available as required, reliable as per the claims made in the Spares Inventory Model in Schedule Q, and requires the level of maintenance as defined in Schedule Q to achieve these levels.  The Contractor will be measured against 3 Performance Indicators (PIs).  The Contractor shall be required to produce a monthly report (see Schedule J), which should include, but not be limited to, their performance against PIs 1.1, 1.2 and 1.3.
Who Reports?	The Contractor through submission of their monthly performance report.  The Authority will review the report and the Contractor shall provide any additional information needed by the Authority to validate the Contractor's performance.
Start Date	Initiation of T&E flying
End Date	End of contract
Monitoring Frequency	Monthly
Reporting Frequency	Monthly
Retention Value	Not applicable.
Retention Frequency	Not applicable.

Performance Bands		
Band	Performance Level	% Retention
Green	Green Performance Level for two or more of PIs 1.1, 1,2 and 1.3, with no Red Performance Level.	Ing.
Amber	Amber Performance Level for at least two of PIs 1.1, 1.2 and 1.3, with no Red Performance Level.	

Red

Red Performance Level for any of Pls 1.1, 1.2 or 1.3.



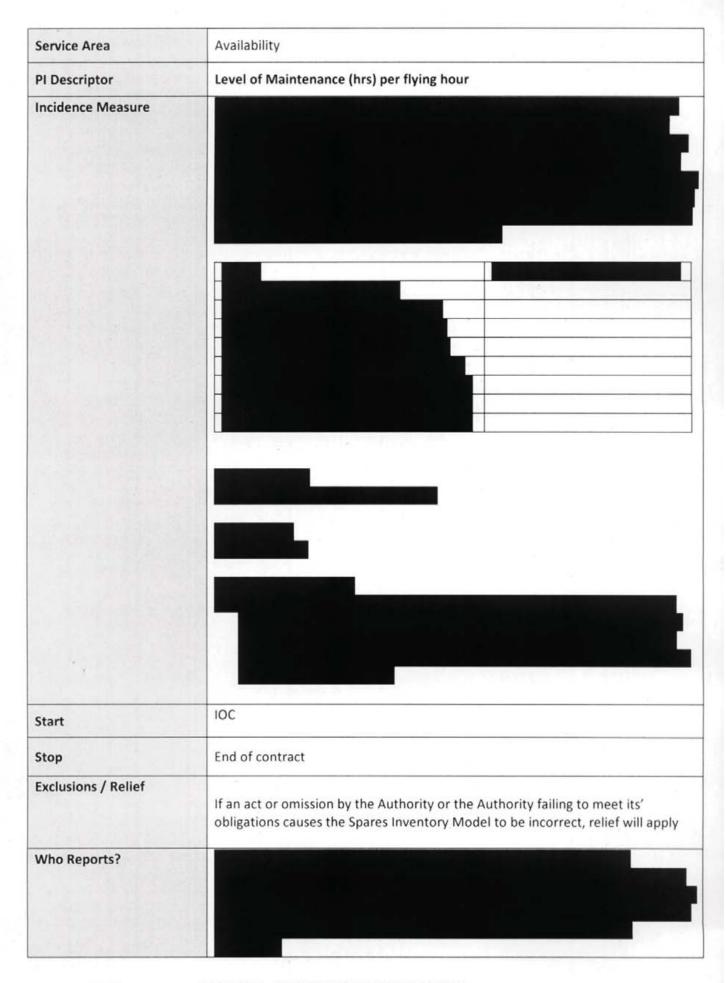
Monitoring Frequency	Monthly	
Reporting Frequency	Monthly	
	Performance Bands	
Band	Performance Level	
Green		
Amber		
Red		

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	Performance Bands
Band	Performance Level
Green	
Amber	
Red	

PI Number 1.3



Monitoring Frequency	Monthly
Reporting Frequency	Monthly

	Performance Bands and Scoring
Band	Performance Level
Green	
Amber	
Red	

Pl Number	2	
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Service Area	Schedule adherence and quality
PI Descriptor	On schedule and on quality delivery
Incidence Measure	The Contractor shall deliver products and services on-schedule and on qualit (conformity).
	On Schedule:
	The Contractor shall deliver the product and services in accordance with the date agreed in Schedules B1 & B2.
	The Authority will measure the Contractor performance against the contracted due date and actual delivery.
	On Quality:  The Contractor shall deliver the contractual deliverables to an acceptable standard (as per the Authority defined acceptance criteria and terms of the contract).
	The Authority will measure the Contractor on quality performance and product service deficiencies.
	Formula for calculation:  For each monthly Reporting Period the Performance Score for PI 2 shall be calculated as (A/B) x 100 where A = the total number of deliverables received in month deemed on schedule and on quality by the Authority in the monthly Reporting Period and B = the total number of deliverables received or scheduled to be received (Schedules B1 & B2) from the Contractor in the monthly Reporting Period. The resulting score shall be assessed against the table below to allow a RAG score to be awarded for the monthly Reporting Period.
Start	Contract Award.
Stop	End of Contract.
Who Reports?	The Contractor to the Authority in the monthly progress report (see Schedule J).  Provision of a progress report against the contracted deliverables in schedules B1 & B2, plus any contracted change.  MOD will retain and monitor a rolling metric of on schedule and on quality deliverables for the life of the contract.
Monitoring Frequency	Monthly
Reporting Frequency	Monthly
	Performance Criteria
Performance Bands	Performance Targets
GREEN	
Avance	
AMBER	

RED

<u>PI Number</u>	3
Service Area	Contractor Behaviours
PI Descriptor	Contractor Behaviours Questionairre
Incidence Measure	It is the Authority's intention to monitor the Contractor's performance of PIs 3.3 to 3.3 through engagement of the relevant stakeholders (being the Authority Respondents) through the Contractor Behaviours Questionnaire.
	The Contractor Behaviours Questionnaire is set out at Appendix A to this Schedule K. This covers PIs for:
	3.1 Trust
	3.2 Delivery Focus
	3.3 Response to a non-delivery
	Method of calculation:
	-The Contractor will distribute via Survey Monkey (or a similar tool agreed by the Parties in advance of Contract Award) a Contractor Behaviours Questionnaire to the Authority Respondents.  -The Contractor Behaviours Questionnaire will have a number of statements for Pls 3.1 to 3.3 (inclusive) and the Authority Respondents will be asked to "Strongly Agree", "Agree", "Disagree" or "Strongly Disagree" and set out reasons for their response and, where they see issues, identify any potential corrective actions (from the Authority Respondent's perspective) the Contractor could take to improve the relevant behaviour.  -The Contractor will collate the assessment from the Authority Respondents which will form part of the Monthly Performance Report for the relevant quarter year and be discussed at the Quarterly Performance Review Meeting.  -The relevant PI will be awarded a "GREEN" where:  - more than 50% of the Authority Respondents fail to complete the Contractor Behaviours Questionnaire within [ten (10)] Working Days from distribution of the Contractor Behaviours Questionnaire by the
	Contractor; or - 50% or more of the Authority Respondents complete the Contractor Behaviours Questionnaire within [ten (10)] Working Days and where the majority of the responses from the completed questionnaires are recorded as "Strongly Agree" or "Agree" for the relevant part of PI 3.  - The relevant PI will be registered as an "AMBER" where: - more than 50% of the Authority Respondents complete the Contractor Behaviours Questionnaire within [ten (10)] Working Days and the
	majority of the responses from the completed questionnaires are recorded as "Disagree" or "Strongly Disagree" for the relevant PI.  - Questionnaires will be deemed to have been completed when a questionnaire i submitted, even if all of the questions are not completed.
Start	Contract Award.
Stop	End of Contract.

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The Contractor to the Authority at the Quarterly Programme Review Meeting.
Quarterly
Quarterly
Performance Criteria
Performance Targets

# Appendix A: Contractor Behaviours Questionnaire

Please place a cro	ss in the box wh	ich most closely i	represents your	feelings:
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# 3.1 TRUST

	3.1.1	The	[Contractor]	exhibits	behaviours that	foster a high	level of tru	ist between part	ties.
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Strongly Agree Agree Disagree Strongly Disagree  There you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out	Strongly Agree	Agree	Disagree	Strongly Disagree
asons for your response and also, where you see issues in this area, identify any potential rective actions  1.2 The [Contractor] displays a sense of accountability by owning the consequences of the tions.  Strongly Agree Agree Disagree Strongly Disagree  There you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out				
trongly Agree Agree Disagree Strongly Disagree  here you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out	sons for your resp			
Strongly Agree Agree Disagree Strongly Disagree  There you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out				
Strongly Agree Agree Disagree Strongly Disagree  There you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out				
그 이렇게 된 그는 그리고 있는 그리는 그리는 그리고 있는데 이 그리고 있는데 그리	1.2 The [Contractor ctions.  Strongly Agree			Strongly Disagree
Where you have assessed the behaviour as 'Disagree' or 'Strongly Disagree', please set out				
corrective actions				

#### 3.2 DELIVERY FOCUS

3.2.1 The [Contractor] can be relied upon to deliver FTUAS in accordance with the commitments made in Schedule Q.

Strongly Agree	Agree	Disagree	Strongly Disagree

			<u> </u>
ommitments made	in Schedule Q, the	[Contractor] can be relie	r in accordance with the ed upon to provide early to assist to mitigate the
		Disagree	Strongly Disagree
Strongly Agree	Agree	Disagree	Strongly bisagree
Vhere you have asse	ssed the behaviour	as 'Disagree' or 'Strongly I e you see issues in this are	Disagree', please set out
Where you have asse	ssed the behaviour	as 'Disagree' or 'Strongly (	Disagree', please set out
Where you have asse	ssed the behaviour	as 'Disagree' or 'Strongly (	Disagree', please set out
Where you have asse	ssed the behaviour onse and also, when	as 'Disagree' or 'Strongly (	Disagree', please set out
Where you have assements or your responsion of the sections of the section of the	SSED the behaviour onse and also, when onse and also, when the IContract of Schedule Q, the ICONTRACT o	as 'Disagree' or 'Strongly I e you see issues in this are ctor] is unable to delive	Disagree', please set out
Where you have assements or your responsion actions  3.3 RESPONSE TO A Note that the second of the s	SSED the behaviour onse and also, when onse and also, when the IContract of Schedule Q, the ICONTRACT o	as 'Disagree' or 'Strongly I e you see issues in this are ctor] is unable to delive	Disagree', please set out ea, identify any potential

corrective actions

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