

## Appendix

### Schedule of Key Performance Indicators

Where defined terms are used in this Appendix to Section 3 of Schedule 3 (*Performance Measurement*) that are not defined in Schedule 1 (*Definitions, Interpretation and Construction*), such terms shall be interpreted in accordance with the definitions contained in Schedule 1 of the Project Agreement, relative to the distinct component of the KPI.

**Table 1: WEPCo Performance**

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
<b>1. WEPCo Governance &amp; Community Benefits</b>						
1.1	<b>Compliance with management systems.</b>	Compliance against the management systems requirements referred to in Section 2 ( <i>Management Systems</i> ) of Schedule 3 of this Agreement, save as set out at KPI 1.2 below.	<p><b>How measured:</b> By external audit of compliance with the management system obligations contained in Section 2 (<i>Management Systems</i>) of Schedule 3 of this Agreement and reported in the WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> Annual reporting of results in respect of WEPCo</p>	Comply with management systems requirements referred to in Section 2 ( <i>Management Systems</i> ) of Schedule 3 (including carrying out audits) and implement any remedial actions points resulting from the audit. Corrective actions to be implemented within three (3) months.	Yes, if corrective action is not undertaken within the required timeframe.	Yes

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
1.2	<p><b>Staff Performance Management.</b></p> <p><i>Only applicable if WEPCo has employees.</i></p>	<p>Measurement to be linked to results for internal audits of the staff performance appraisals with a minimum audit frequency of twelve (12) months. Contained within the staff performance audit process in the management systems.</p>	<p><b>How measured:</b> Internal audits undertaken to confirm staff performance appraisals undertaken timeously and reported in WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> Annual reporting of results in respect of WEPCo</p>	<p>Any failure to undertake performance appraisals and audit the carrying out of performance appraisals or to undertake corrective actions identified in audit within three (3) months.</p>	<p>No</p>	<p>Yes</p>
1.3	<p><b>Active involvement in the SPB.</b></p>	<p>Using a Strategic Partnering Board Satisfaction Survey, including delivery of the Ongoing Partnering Services and Project Development Partnering Services Value for Money criteria, and producing an action plan based on the results of said survey.</p>	<p><b>How measured:</b> Results from Strategic Partnering Board Survey and appropriateness of action plan reported in WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> Annual reporting of results in respect of WEPCo</p>	<p>[To be agreed on development of survey at Selected Bidder stage].</p>	<p>No</p>	<p>Yes</p>
1.4	<p><b>Overall Satisfaction with Ongoing Partnering Services Value for Money.</b></p>	<p>Assessment of the delivery of the Ongoing Partnering Services Value for Money criteria as detailed at paragraph 1.2.3(b) of Schedule 3 of this Agreement on an annual basis for applicable projects.</p>	<p><b>How measured:</b> Reporting on Value for Money criteria in WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> Annual reporting of results in respect of WEPCo</p>	<p>Annual review to be completed within the year and performance in compliance with paragraph 1.2.3(b) of Schedule 3 of this Agreement.</p>	<p>No</p>	<p>Yes</p>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
1.5	<b>Delivery against Business Plan</b>	WEPCo has a current Business Plan signed off by WEPCo's Board and Shareholders with clear in-year objectives identified. WEPCo to demonstrate delivery of the objectives contained in the Business Plan through regular reporting on delivery to WEPCo's Board and the SPB.	<p><b>How measured:</b> Ensuring quarterly WEPCo Board reports identify delivery against the in-year plan, accepting in year variation to objectives and reported in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Report to:</b> SPB</p> <p><b>Frequency:</b> Annual reporting of quarterly and annual obligations in respect of WEPCo</p>	<p>Business Plan approved by WEPCo's Board and Shareholders in accordance with WEPCo's Shareholders' Agreement and quarterly reporting on delivery of the objectives within such plan on a quarterly basis to WEPCo's Board and the SPB.</p> <p>No tolerance – one hundred per cent (100%) reporting.</p>	No	Yes
1.6	<b>Delivering Baseline, Additional and Enhanced Community Benefits</b>	Delivery of the baseline, [additional and enhanced] Community Benefits set out in Tables 3 and 4 of this Appendix to Schedule 3 ( <i>Schedule of Key Performance Indicators</i> ).	<p><b>How measured:</b> Measured as set out in Tables 3 and 4 below.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for SPB on an annual basis.</p>	See Tables 3 and 4 below.	See Tables 3 and 4 below	See Tables 3 and 4 below

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
<b>2. Project Development</b>						
2.1	<b>Stage 1 Programme</b>	Compliance with the timescale required for Stage 1 Submissions in respect of each New Project Request under the terms of this Agreement.	<p><b>How measured:</b> Actual programme delivery against the required timescale, for all New Projects under development (Stage 1).</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for SPB on an annual basis.</p>	<p>Stage 1 target – three (3) months (or such longer period permitted pursuant to the terms of this Agreement).</p> <p>Percentage (%) average exceedance not to exceed fifty per cent (50%).</p> <p>Percentage (%) one Project exceedance not to exceed one hundred per cent (100%).</p>	<b>No</b>	<b>Yes</b>
2.2	<b>Stage 2 Programme</b>	Compliance with the timescale submitted for Stage 2 Submissions in respect of each New Project Request under the terms of this Agreement.	<p><b>How measured:</b> Actual programme delivery against the required timescale, for all New Projects under development (Stage 2).</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for SPB on an annual basis.</p>	<p>Stage 2 target – delivery against Stage 1 submission programme for the Stage 2 development phase.</p> <p>Percentage (%) average exceedance not to exceed twenty five per cent (25%).</p> <p>Percentage (%) one Project exceedance not to exceed fifty per cent (50%).</p>	<b>No</b>	<b>Yes</b>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
2.3	<b>Stage 1 and Stage 2 Approvals.</b>	Percentage (%) of Stage 1 and Stage 2 Submissions that meet the Approval Criteria and become Approved Projects (except when the Relevant Participant elects not to proceed to Financial Close).	<b>How measured:</b> Number of approvals <b>By whom:</b> WEPCo <b>Reported to:</b> SPB <b>Frequency:</b> To be reported as a standing agenda item for SPB on an annual basis.	More than eighty per cent (> 80%) over a rolling twelve (12) month period.	<b>Yes</b>	<b>Yes</b>
2.4	<b>Compliance with New Project Development Partnering Services Value for Money (VfM) proposals.</b>	By internal and external auditing of Value for Money:  Stage 1 - Achievement of VfM criteria as detailed at paragraph 1.3.3 of Schedule 3, of this Agreement and demonstration of Value for Money as required pursuant to paragraph 4.2.1 of Schedule 5 ( <i>New Project Approval Process</i> ), in respect of each New Project Request;  Stage 2 -  i. Achievement of VfM criteria as detailed at paragraph 1.3.3 of Schedule 3, of this Agreement and	<b>How measured:</b> Compliance with VfM obligations for each New Project, reported in WEPCo Performance Report <b>By whom:</b> WEPCo <b>Reported to:</b> SPB <b>Frequency:</b> Annual reporting of results in respect of WEPCo	Compliance with VfM obligations for each New Project as set out in column 3 of this KPI 2.4.	<b>Yes</b>	<b>Yes</b>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
		<p>demonstration of Value for Money as required pursuant to paragraph 5.4.1 of Schedule 5 (<i>New Project Approval Process</i>), in respect of each New Project Request; and</p> <p>ii. <i>[Bidders to propose specific targets and commitments relating to securing Value for Money through the Tender Process, including the management of pricing during the Tender Process.]</i><sup>1</sup></p>				
2.5	<b>Deliverability of Stage 1 and Stage 2 within the Affordability Cap</b>	Notwithstanding KPI 2.3 above, failure to deliver a New Project within/below the Affordability Cap.	<p><b>How measured:</b> Failure to deliver within/below the Affordability Cap, reported in the in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis.</p>	Zero failures.	Yes	Yes

<sup>1</sup> Bidders to propose and to be discussed in dialogue.

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
<b>3. Project Service Provider Monitoring and Reporting</b>						
3.1	<b>Monitoring and Reporting of the Project Service Provider's management of Supply Chain Members, against the Method Statement for ongoing management of the supply chain for each New Project.</b>	In respect of any Approved Project, WEPCo monitoring and reporting of the Project Service Provider's management of supply chain against the requirements in Schedule 3 of this Agreement.	<b>How measured:</b> Monitoring and reporting on evidence of audit compliance, completed by each Project Service Provider for each Project and reported in WEPCo Performance Report. <b>By whom:</b> WEPCo <b>Reported to:</b> SPB <b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>
3.2	<b>Monitoring and Reporting on Project Service Provider Energy performance during the construction phase and operation phase (where relevant)</b>	In respect of any Approved Project, WEPCo monitoring and reporting of Project Service Provider's performance on the Project Agreement KPIs 5.1 and 5.2 in Table 2 below.	<b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs in Table 2 below and reported in WEPCo Performance Report. <b>By whom:</b> WEPCo <b>Reported to:</b> SPB <b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis..	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
3.3	<b>Monitoring and Reporting on Project Service Provider BIM performance during construction phase and operation phase (where relevant)</b>	In respect of any Approved Project, WEPCo monitoring and reporting of Project Service Provider's performance on the Project Agreement BIM KPIs in section 7 of Table 2 below.	<p><b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs and reported in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis.</p>	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>
3.4	<b>Project Service Provider Health and Safety (collating and reporting H&amp;S data)</b>	In respect of any Approved Project, WEPCo monitoring and reporting of Project Service Provider's performance of the H&S KPIs at section 1 of Table 2 below through H&S data provided by each Project Service Provider on each Project (RIDDOR, Enforcement Notices and Near Misses).	<p><b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs and reported in WEPCo Performance Report. .</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis.</p>	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
3.5	<p><b>Monitoring and Reporting on Project Service Provider construction KPIs (as detailed in Table 2 below), including:</b></p> <ul style="list-style-type: none"> <li>• Delivery against the agreed construction programme;</li> <li>• Snagging</li> <li>• Defects</li> </ul>	<p>In respect of any Approved Project, WEPCo monitoring and reporting of Project Service Provider's performance on the relevant Project Agreement KPIs in sections 3 and 4 of Table 2 below.</p>	<p><b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs and reported in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis.</p>	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>
3.6	<p><b>Monitoring and Reporting on Project Service Provider's operational KPIs (where relevant and as detailed in Table 2 below), including:</b></p> <ul style="list-style-type: none"> <li>• Statutory testing</li> <li>• Post Occupancy Evaluation (POE)</li> <li>• Loss of Teaching Hours</li> <li>• Availability and Performance Deductions</li> </ul>	<p>In respect of any Approved Project, WEPCo monitoring and reporting of Project Service Provider's performance on the relevant Project Agreement KPIs in section 9 of Table 2 below.</p>	<p><b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs and reported in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Reported to:</b> SPB</p> <p><b>Frequency:</b> To be reported as a standing agenda item for the SPB on an annual basis.</p>	To report on the agreed frequency i.e. at annual SPB review.	<b>No</b>	<b>Yes</b>

KPI	KPI Measurement	How measured	Target	Significant Performance Failure (Yes/No)	Track Record Test (Yes/No)	
3.7	<p><b>Monitoring and Reporting on Project Service Provider Community Benefit performance.</b></p>	<p>In respect of any Approved Project, WEPCo monitoring and reporting on each Project Service Provider's performance on Approved Projects during the relevant year (by reference to the Dashboard Template for the relevant Project), in respect of delivery of the required Authority's Community Benefit Requirement KPIs, ACBR Enhancements and/or Additional Community Benefit Project Co Proposals at section 6 of Table 2 below and the Supply Chain Member responsible for such failures where applicable.</p>	<p><b>How measured:</b> Monitoring and reporting on KPI performance i.e. compliance and variances with the Project Agreement KPIs and reported in WEPCo Performance Report.</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> at the end of the Construction Phase and annually during the Operational Term, in respect of each Project Service Provider.</p>	<p>To report on the agreed frequency i.e. at annual SPB review.</p>	<p>No</p>	<p>Yes</p>

**Table 2: Project Service Provider Performance**

Where KPIs relate to the performance of Project Service Providers and the failure to meet such KPI in respect of any Project Service Provider is a direct result of the performance of Supply Chain Members, WEPCo shall include details of such failure at Supply Chain Agreement level (including details of the responsible Supply Chain Member) in the WEPCo Performance Report.

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
<b>1. Health and Safety</b>						
1.1	<b>RIDDOR Accidents</b>	In respect of each Approved Project, the reporting of Reporting, Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) on any such Project by a Project Service Provider or a Supply Chain Member	<p><b>How measured:</b> Comparison of RIDDOR incidents reported by a Project Service Provider on any Project to WEPCo against HSE Accident Frequency Rate (AFR), for construction and hard FM – accidents per 1,000,000 hours and reported in WEPCo Performance Report (Section 2 on Project Service Provider Performance)</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB.</p> <p><b>Frequency:</b> In respect of each Project, to be reported as a standing agenda item for the SPB on an annual basis.</p>	Better than HSE average target for previous year in respect of each Project	<b>No</b>	<b>Yes</b>

		<b>KPI Measurement</b>	<b>How measured</b>	<b>Target</b>	<b>Significant Performance Failure of Project Agreement (Yes/No)</b>	<b>Track Record Test for WEPCo (Yes/No)</b>
1.2	<b>Enforcement Notices</b>	In respect of each Approved Project, the reporting of the number of HSE Enforcement Notices, raised in relation to each Project against a Project Service Provider or a Supply Chain Member.	<p><b>How measured:</b> The number of enforcement notices reported by a Project Service Provider on any Project and reported in WEPCo Performance Report (Section 2 on Project Service Provider Performance)</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each Project, to be reported as a standing agenda item for the SPB on an annual basis..</p>	Zero enforcement notices.	<b>Yes</b>	<b>Yes</b>
1.3	<b>Near Misses</b>	In respect of each Approved Project, the number of "near misses" identified on any Project. A "near miss" is defined as being an event not causing harm but has the potential to cause injury or ill health, including dangerous occurrences.	<p><b>How measured:</b> As reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p>	[◆] <sup>2</sup> number of near misses, or as otherwise agreed on a Project by Project basis.	<b>No</b>	<b>Yes</b>

<sup>2</sup> Tenderers to propose and to be discussed in dialogue.

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
			<b>Frequency:</b> In respect of each Project, to be reported as a standing agenda item for the SPB on an annual basis..			
<b>2. Management and Reporting Systems</b>						
2.1	<b>Supply Chain Management</b>	Compliance with the Project Service Provider's role to monitor performance of the Services and manage its supply chain, as described in the Ongoing Partnering Services Method Statement. Measurement to be linked to results of internal/external audits of compliance (including under clause 26.1 and 26.2 of the Project Agreement), in accordance with the audit process contained in the management systems.	<p><b>How measured:</b> Evidence of audit compliance as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each Project, to be reported to the SPB on an annual basis..</p>	A failure to comply with requirements or undertake audits or undertake corrective actions identified in audit.	<b>No</b>	<b>Yes</b>
<b>3. Construction</b>						
3.1	<b>Project Construction Programme</b>	In respect of each Approved Project, delivery against Completion Date and Programme (percentage (%) exceedance of the Completion Date in the Project Agreement for each Project against the Actual Completion Date	<b>How measured:</b> Average length of programme for cumulative Project and actual length for any one Project, against the target construction programme under the relevant Project Agreement	Percentage (%) average exceedance not to exceed twenty five per cent (25%).	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)
	including, for the avoidance of doubt, any extension of time granted under the relevant Project Agreement).	<p>as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each Project following construction completion, to be reported to the SPB on an annual basis.</p>	Percentage (%) one Project exceedance not to exceed fifty per cent (50%).		
<b>4. Construction Quality</b>					
4.1	<b>Defects</b>	<p>In respect of each Approved Project, measurement of performance of construction contractor Supply Chain Member in regards to making good defects (reporting post completion) to the required twelve month timescale.</p> <p><b>How measured:</b> As reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each</p>	Zero defects twelve (12) months following construction completion in respect of each Project.	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
			Project following construction completion, to be reported to the SPB on an annual basis.			
4.2	<b>Snagging</b>	In respect of each Approved Project, completion of all Snagging Items within overall 20 Business Day allowance under Project Agreement (or such longer period permitted under the terms of the relevant Project Agreement).	<p><b>How measured:</b> Number of Snagging Items outstanding after three (3) months and six (6) months on a Project by Project basis as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider.</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each Project following construction completion, to be reported to the SPB on an annual basis.</p>	<p>Less than five per cent (&lt;5%) Snagging Items outstanding at three (3) months.</p> <p>No Snagging Items outstanding at six (6) months.</p>	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
<b>5. Sustainability</b>						
5.1	<b>BREEAM</b>	In respect of each Approved Project, achievement of BREEAM targets. Pass/Fail on agreed BREEAM criteria e.g. construction waste and the use of recycled materials.	<p><b>How measured:</b> BREEAM classification achieved against agreed level in Project Agreement i.e. Excellent, as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> In respect of each Project following construction completion and BREEAM award, to be reported to the SPB on an annual basis.</p>	One hundred per cent (100%) of Projects achieving required standard.	Yes	Yes
5.2	<b>Energy Targets</b>	In respect of each Approved Project which is a MIM Project achievement of the modelled energy targets in compliance with the terms of the relevant Project Agreement.	<p><b>How measured:</b> Achievement of energy targets by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider</p>	Less than eighty per cent (<80%) compliance against the modelled energy target for any Project.	No	Yes

		KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)
			Performance). <b>By whom:</b> Project Service Provider <b>Reporting to:</b> WEPCo and WEPCo to SPB <b>Frequency:</b> In respect of each Project following construction completion (for the first three years), to be reported to the SPB on an annual basis.			
<b>6. Community Benefits</b>						
6.1	<b>Baseline</b>	In respect of any Approved Project, the Project Service Provider fails to comply with the Authority's Community Benefit Requirement KPIs	<b>How measured:</b> As reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance). WEPCo Performance Report <b>By whom:</b> Project Service Provider <b>Reporting to:</b> WEPCo and WEPCo to SPB <b>Frequency:</b> At the end of the Construction Phase and annually during the Operational Term, in respect of each Project	One hundred per cent (100%) of Authority's Community Benefit Requirement KPIs complied with.	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
			Service Provider, to be reported to the SPB on an annual basis.			
6.2	<b>Enhanced and Additional</b>	In respect of any Approved Project, the Project Service Provider fails to comply with the ACBR Enhancements or Additional Community Benefit Project Co Proposals	<p><b>How measured:</b> As reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p>WEPCo Performance Report</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> At the end of the Construction Phase and annually during the Operational Term, in respect of each Project Service Provider, to be reported to the SPB on an annual basis.</p>	One hundred per cent (100%) of the ACBR Enhancements and Additional Community Benefit Project Co Proposals complied with.	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
<b>7. BIM</b>						
7.1	<b>Common Data Environment</b>	In respect of any Approved Project, the Project Service Provider fails to maintain Common Data Environment in compliance with Information Requirements as evidenced by Information Manager	<p><b>How measured:</b> Evidence of audit compliance as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> to be reported to the SPB on an annual basis.</p>	A failure to comply with the requirements or undertake corrective actions identified in audit.	<b>Yes</b>	<b>Yes</b>
7.2	<b>Data Drops</b>	In respect of any Approved Project, the Project Service Provider, compliance with data drops on required dates or incomplete information	<p><b>How measured:</b> Number of outstanding documents outstanding at data drop date as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and</p>	[Less than five per cent (<5%) documents outstanding at data drop stage.  None outstanding within 1 month.]	<b>No</b>	<b>Yes</b>

		KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)
			WEPCo to SPB <b>Frequency:</b> to be reported to the SPB on an annual basis.			
7.3	<b>Security</b>	In respect of any Approved Project, Project Service Provider, compliance with security requirements	<b>How measured:</b> Evidence of audit compliance as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance). <b>By whom:</b> Project Service Provider <b>Reporting to:</b> WEPCo and WEPCo to SPB <b>Frequency:</b> to be reported to the SPB on an annual basis.	A failure to comply with requirements or undertake corrective actions identified in audit.	<b>Yes</b>	<b>No</b>
<b>8. Soft Landings</b>						
8.1	<b>Soft Landings Framework</b>	In respect of any Approved Project, Project Service Provider, compliance with Soft Landings Framework (as such term is defined in the Service Level Specification) in respect of each MIM Project.	<b>How measured:</b> Evidence of audit compliance as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance). <b>By whom:</b> Project Service	A failure to comply with requirements or undertake audits or undertake corrective actions identified in audit.	<b>Yes</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)
		Provider  <b>Reporting to;</b> WEPCo and WEPCo to SPB  <b>Frequency:</b> Completion of the [Soft-Landing Phase], to be reported to the SPB on an annual basis.			
<b>9. Operational Term</b>					
9.1	<b>Results of Post Occupancy Evaluation (POE).</b>	In respect of any Approved Project, Project Service Provider, continuous improvement demonstrated by POE results on a Project by Project basis.	<b>How measured:</b> Results from Post Occupancy Evaluation per Project as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).  <b>By whom:</b> Project Service Provider  <b>Reporting to:</b> WEPCo and WEPCo for SPB.  <b>Frequency:</b> to be reported to the SPB on an annual basis.	[POE score to be agreed] <sup>3</sup>	<b>No</b>
					<b>Yes</b>

<sup>3</sup> Bidders to propose and to be discussed in dialogue.

		<b>KPI Measurement</b>	<b>How measured</b>	<b>Target</b>	<b>Significant Performance Failure of Project Agreement (Yes/No)</b>	<b>Track Record Test for WEPCo (Yes/No)</b>
9.2	<b>Statutory Testing</b>	<p>In respect of any Approved Project, the Project Service Provider undertaking all statutory requirements under the Project Agreement.</p> <p>Completion of all annual audit and report by Project Service Provider, e.g. fire, electricity, gas, water, lifts etc and any remedial works identified as a result of the audit.</p>	<p><b>How Measured:</b> Annual audit and reporting of all required statutory tests as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By Whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB.</p> <p><b>Frequency:</b> to be reported to the SPB on an annual basis.</p>	One hundred per cent (100%) statutory compliance and completion of any remedial works within [three (3) months].	<b>Yes</b>	<b>Yes</b>
9.3	<b>Loss of teaching hours during operation</b>	In respect of any Approved Project, the aggregate number of actual teaching hours lost due to operational activity in respect of any MIM Project.	<p><b>How measured:</b> [TBC]</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> to be reported to the SPB on an annual basis.</p>	Loss of teaching hours equivalent to [five per cent (5%)].	<b>No</b>	<b>Yes</b>

	KPI Measurement	How measured	Target	Significant Performance Failure of Project Agreement (Yes/No)	Track Record Test for WEPCo (Yes/No)	
9.4	<b>Aggregate Availability and Performance Deductions per Project.</b>	In respect of any Approved Project, the Project Service Provider, Availability Deductions and Performance Deduction per Project across each of the MIM Projects.	<p><b>How measured:</b> Measurement of deductions as reported by a Project Service Provider on any Project and reported in the WEPCo Performance Report (Section 2 on Project Service Provider Performance).</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> to be reported to the SPB on an annual basis.</p>	Evidence of continuous improvement.	<b>No</b>	<b>Yes</b>
9.5	<b>Partnering and Collaboration - Overall Satisfaction with Services, including delivery of Hard FM.</b>	In respect of any Approved Project during its Operational Term, assessment of the delivery of the Services delivered by the Project Service Provider and Service Provider.	<p><b>How measured:</b> Via annual Participant Survey.</p> <p><b>By whom:</b> Project Service Provider</p> <p><b>Reporting to:</b> WEPCo and WEPCo to SPB</p> <p><b>Frequency:</b> Annually in respect of WEPCo</p>	More than seventy per cent (>70%) satisfaction.	<b>No</b>	<b>Yes</b>

**Table 3: Community Benefit Requirement KPIs [and CBR Enhancements]<sup>4</sup>**

Target Area	Community Benefit Requirement KPI	[CBR Enhancement]	How measured	Significant Performance Failure	Track Record Test
Supply chain initiatives - number of hours of supply chain engagements	WEPCo to deliver/procure delivery of [75] hours of supply chain engagements per development of each New Project	[Bidder to propose]	<p><b>How measured:</b> WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> Tested annually in respect of WEPCo, per New Project where Stage 2 Submission submitted</p>	No	Yes
Supply chain initiatives - advertising on Sell2Wales	WEPCo to deliver/procure delivery of opportunities of a value exceeding £[100,000], indexed, to be advertised through Sell2Wales	n/a	<p><b>How measured:</b> WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> annually in respect of WEPCo</p>	No	Yes

<sup>4</sup> Bidders to propose any CBR Enhancements. This will be the subject of evaluation.

Target Area	Community Benefit Requirement KPI	[CBR Enhancement]	How measured	Significant Performance Failure	Track Record Test
Social Enterprises - target number of hours engagement with the development of initiatives with Social Enterprises	WEPCo to deliver/procure delivery of [75] hours of Social Enterprise engagements per development of each New Project	[Bidder to propose]	<b>How measured:</b> WEPCo Performance Report  <b>By whom:</b> WEPCo  <b>Frequency:</b> Tested annually in respect of WEPCo per New Project where Stage 2 Submission submitted	No	Yes
Small and Medium Sized Enterprises - target number of hours of SME engagements per project, supporting and mentoring start-ups.	WEPCo to deliver/procure delivery of [40] hours of SME engagement per development of each New Project	[Bidder to propose]	<b>How measured:</b> WEPCo Performance Report  <b>By whom:</b> WEPCo  <b>Frequency:</b> Tested annually in respect of WEPCo per New Project where Stage 2 Submission submitted	No	Yes

Target Area	Community Benefit Requirement KPI	[CBR Enhancement]	How measured	Significant Performance Failure	Track Record Test
Authority's Community Benefit Requirement KPIs at Project Agreement level	WEPCo to use the Tender Process to procure (on a pass/fail basis) commitment from the Project Service Provider (within the Stage 2 Submission for each New Project) to the Authority's Community Benefit Requirement KPIs set out in the Template Project Agreement (using the formula set out in such Template Project Agreement)	n/a	<p><b>How measured:</b> WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> Tested annually per New Project where Stage 2 Submission submitted</p>	No	Yes
ACBR Enhancements and Additional Community Benefit Project Co Proposals at Project Agreement level	WEPCo to use the Tender Process to procure and evaluate on a value for money basis construction phase and operational phase commitments to ACBR Enhancements and Additional Community Benefit Project Co Proposals that are tangible, measurable benefits linked to the subject matter of the agreement (within the meaning of Regulation 67(5) of the Public Contracts Regulations 2015) and address the objectives of the Well-being of Future Generations (Wales) Act 2015 and/or the relevant Authority's well-being goals under the Well-being and Future Generations (Wales) Act 2015, from the Project Service Provider for each New Project as part of the Stage 2 Submission.	n/a	<p><b>How measured:</b> WEPCo Performance Report</p> <p><b>By whom:</b> WEPCo</p> <p><b>Frequency:</b> Tested annually in respect of WEPCo, per New Project where Stage 2 Submission submitted</p>	No	Yes

Target Area	Community Benefit Requirement KPI	[CBR Enhancement]	How measured	Significant Performance Failure	Track Record Test
WG measurement Tool	WEPCo to complete WG measurement Tool in respect of WEPCo Community Benefit KPIs.	n/a	<b>How measured:</b> WEPCo Performance Report  <b>By whom:</b> WEPCo  <b>Frequency:</b> annual in respect of WEPCo	No	Yes

**Table 4: Additional Benefits<sup>5</sup>**

Target Area	Additional Benefit to be delivered by WEPCo	How measured	Significant Performance Failure	Track Record Test
[Bidder to propose]	[Bidder to propose]	<b>How measured:</b> [TBC]  <b>By whom:</b> [TBC] <b>Frequency:</b> [TBC]	No	Yes

<sup>5</sup> Bidders to propose any Additional Benefits. This will be the subject of evaluation.

**Table 5: Track Record Test: Pass/Fail Methodology**

Categorisation	Description
Fail	<p>WEPCo shall receive a fail where:</p> <p>(a) any one of the baseline Community Benefit Requirement KPIs in Table 3 are not met or eighty per cent (80%) or less of the CBR Enhancements and Additional Benefits in Tables 3 and 4 above are not met;</p> <p>(b) any one of the Authority's Community Benefit Requirement KPIs on any Approved Project (as set out in Table 2 above) are not met or eighty per cent (80%) or less of the ACBR Enhancements and Additional Community Benefit Project Co Proposals for any Approved Project (as set out in Table 2 above) are not met;</p> <p>(c) without double counting under limb (b) above, it fails four (4) or more individual KPIs in Tables 1 or 2 above; or</p> <p>(d) it fails one or more KPI that is a Significant Performance Failure.</p>
Pass	<p>WEPCo shall receive a pass where:</p> <p>(a) all of the baseline Community Benefit Requirement KPIs in Table 3 are met and eighty one per cent (81%) or more of the CBR Enhancements and Additional Benefits in Tables 3 and 4 above are met;</p> <p>(b) all of the Authority's Community Benefit Requirement KPIs on any Approved Project (as set out in Table 2 above) are met and eighty one per cent (81%) or more of the ACBR Enhancements and Additional Community Benefit Project Co Proposals for any Approved Project (as set out in Table 2 above) are met;</p> <p>(c) without double counting under limb (b) above, it fails three (3) or less individual KPIs in Tables 1 or 2 above; and</p> <p>(d) it has not failed a KPI that is a Significant Performance Failure.</p>