

SCHEDULE 24 (REPORTS AND RECORDS PROVISIONS)

[Subject to contract]

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Schedule 24 (*Reports and Records Provisions*)

1 TRANSPARENCY REPORTS

- 1.1 [Prior to the CPP Milestone], the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex 1 (once approved, the “**Transparency Reports**”).
- 1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract.

2 OTHER REPORTS

- 2.1 The Authority may require any or all of the following reports:
 - (a) delay reports;
 - (b) reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 26 (*Service Continuity Plan*);
 - (c) reports which the Supplier is required to supply as part of the Management Information;
 - (d) annual reports on the Insurances;
 - (e) security reports; and
 - (f) Force Majeure Event reports.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together “**Records**”):
 - (a) in accordance with the requirements of The National Archives and Good Industry Practice;
 - (b) in chronological order;
 - (c) in a form that is capable of audit; and
 - (d) at its own expense.
- 3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 3.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

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- 3.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Contract.

4 Virtual Library

- 4.1 The Supplier shall, within **1 month** of the Effective Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Contract available in accordance with the requirements outlined in this Schedule.
- 4.2 The Supplier shall ensure that the Virtual Library is:
 - (a) capable of holding and allowing access to the information described in Annex 3 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
 - (b) structured so that each document uploaded has a unique identifier which is automatically assigned;
 - (c) readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
 - (d) structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);
 - (e) structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (*Security Management*);
 - (f) created and based on open standards in Schedule 4 (*Standards*); and
 - (g) backed up on a secure off-site system.
- 4.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute Project Specific IPR which shall be assigned to the Authority pursuant to Paragraph 2.1 of Schedule 32 (*Intellectual Property Rights*) of this Contract.
- 4.4 The Supplier shall upload complete and accurate information specified in Annex 3 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.
- 4.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the Service Delivery Manager.
- 4.6 Except for notices under Clause 42.4 or items covered by Clause 42.6, where the Supplier is under an obligation to provide information to the Authority in a provision

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under this Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this Paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.

- 4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 3 shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.
- 4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 3) access to view and download the specified information in the Virtual Library in Annex 3 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 3 to this Schedule.
- 4.9 Where Access Permission is not listed (in column 6 of the table at Annex 3) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Annex 3) from the Initial Upload Date.
- 4.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
 - (a) be entitled to access, view and download information specified in Annex 3 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 4.10(b) of this Schedule); and
 - (b) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 3. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
- 4.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
- 4.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Annex 3.
- 4.14 In the event of a conflict between any requirement in this Contract (excluding Annex 3) for the Supplier to provide information to the Authority and the requirements set out in Annex 3 of this Schedule, the requirement elsewhere in this Contract shall prevail.
- 4.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.

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- 4.16 Within **[1 month]** of the Effective Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

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ANNEX 1: TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
<i>(Performance)</i>			
<i>(Charges)</i>			
<i>(Major sub-contractors)</i>			
<i>(Technical)</i>			
<i>(Performance management)</i>			

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ANNEX 2: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

- 1 This Contract, its Schedules and all amendments to such documents.
- 2 All other documents which this Contract expressly requires to be prepared.
- 3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
- 4 Notices, reports and other documentation submitted by any Expert.
- 5 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
- 6 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
- 7 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
- 8 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
- 9 Documents prepared by the Supplier in support of claims for the Charges.
- 10 Documents submitted by the Supplier pursuant to the Change Control Procedure.
- 11 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
- 12 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
- 13 Invoices and records related to VAT sought to be recovered by the Supplier.
- 14 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
- 15 Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
- 16 All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.
- 17 All journals and audit trail data referred to in Schedule 5 (Security Management).
- 18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

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ANNEX 3: RECORDS TO UPLOAD TO VIRTUAL LIBRARY

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Cl.5.5 (e), (f), 5.8(b), Sch 32 Paragraphs 2.1(a) and 2.2(a)(ii)	Documentation	As appropriate and agreed by the Authority	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Authority
Cl.6.1	Quality Plans	As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date	Any update	Authority
Cl 8.1	Continuous Improvement Plan	As appropriate and agreed by the Authority	6 months following the ATP Milestone Date	Once every 6 months following the final ATP Milestone Date	Authority
Cl 14.3	Key Personnel	Sch 29	Effective Date	On replacement of Key Personnel	Authority
Cl 36.8 (l)	Modern Slavery Assessment Tool	As appropriate and agreed by the Authority	By the CPP Milestone Date	Regular review and at least annually	Authority
Sch 2, Para 3.5.46	Product Backlog	As appropriate and agreed by the Authority	By the ATP Milestone Date	Any update	Authority and Supplier

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 2, Para 2.3.10	Train the Trainer Documentation	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 2.4.1	Communications materials	As appropriate and agreed by the Authority	By the INT4 Milestone Date	-	Authority and Supplier
Sch 2, Para 2.3.6	Detailed Design	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 2.3.3	Operational Level Agreement	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 2.3.7	Data Architecture Design	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 2.3.5	Integration Specification	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 2.4.4	Beta Service Assessment materials	As appropriate and agreed by the Authority	By the ATP Milestone Date	-	Authority and Supplier

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 2, Para 3.5.27	Knowledge Articles	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 2, Para 3.5.30	Help Articles	As appropriate and agreed by the Authority	By the ATP Milestone Date	Regular review and at least annually	Authority and Supplier
Sch 3, Part B Para 2.3	Performance Monitoring Report	Sch 3 Part B Para 2.3	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 4, Annex 1	ISO 14001 certificates	As appropriate and agreed by the Authority	By the CPP Milestone Date	-	-
Sch 5, Para 4.4	Security Management Plan	Sch 5 Annex 3	Within [20] Working Days of the date of the Contract	Regular review and at least annually	Authority
Sch 5, Para 5	Security certificates	As appropriate and agreed by the Authority	Prior to receiving, storing or processing any Authority Data	-	-
Sch 5, Para 7.1(f)	Security reports	As appropriate and agreed by the Authority	By the ATP Milestone Date	Any update	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 6, Para 4	Evidence of Insurances	Sch 6	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
Sch 9	Commercially Sensitive Information	Sch 9	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
CI 15.7	Notified Key Subcontractors	Sch 10	Effective Date	On replacement of key subcontractor	Authority
Sch 11, Para 1	Third Party Contracts	Sch 11	Effective Date	On appointment of subcontract	Authority
CI 15.6 and 15.7	Notified Key Sub-Contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority
CI 16 and Sch 32	Software	Sch 12 and Sch 32 Annex 1	Operational Services Commencement Date	Upon Agreement by the Authority to vary the information	Authority
CI 6.4	Detailed Implementation Plan	Sch 13	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Authority
CI 33.8(h)	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within twelve (12) months	Every twelve (12) months	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 14, Para 4	Test Strategy	As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date	Upon update to the test strategy	Authority
Sch 14, Para 5	Test Plan	As appropriate and agreed by the Authority	As soon as practicable prior to the start date for the relevant Testing	Upon update to the test plan	Authority
Sch 14, Para 8	Test Specification	As appropriate and agreed by the Authority	As soon as practicable prior to the start date for the relevant Testing	Upon update to the test specification	Authority
Sch 14, Para 8	Test Report	As appropriate and agreed by the Authority	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report 5 days for the Final Test Report following the relevant test completion	Reissue with each retest	Authority
Sch 15, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Authority	Within 10 Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority
Sch 17, Para 4	Benchmarking Plan	Sch 17	Upon receipt from Benchmarker	Approval of Plan	Authority and Auditor

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 17, Para 5	Benchmarking report	Sch 17	Upon receipt from Benchmarker	Any update	Authority and Auditor
Sch 18, Para 2.3(b)	Financial Indicator Reports	Sch 18 Para 2.5	As specified in Para 2.3(b) of Sch 18	As specified in Para 2.3(b) of Sch 18	Authority
Sch 18 Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Authority	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Authority
Sch 19, Para 1.1	Quarterly Contract Report	Sch 19 Part B Para 1.2	Within 1 month of the end of each Quarter	-	Authority
Sch 19, Part B, para 1.1	Annual Contract Report	Sch 19 Part B Para 1.2	Within 1 month of the end of the Contract Year to which that report relates	-	Authority
Sch 19, Part B, para 1.1	Final Reconciliation Report	Sch 19 Part B Para 1.2	Within 6 months after the end of the Term	-	Authority
Sch 21, Para 2.6	Joint Statement of Intent	Sch 21 Para 2.7	By the INT1 Milestone Date	Any update	Authority and Supplier

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 21, Para 3.3	Representation and Structure of boards	Sch 21 Annex 1	Within 7 days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority	-	Authority
Sch 21, Para 3.5(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within 7 days of receipt from chairperson	-	Authority
Sch 22 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Authority	Within 10 Working Days of date of receiving change request.	-	Authority
Sch 22 Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Authority to update under Schedule 22 Para 5.4	Authority
Sch 22, Para 2.6	Update full copy of the Agreement and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 22, Para 4	Change Request	Sch 22 Annex 1	Within 10 Working Days of Authority issuing the Change Request	-	Authority
Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Authority
Sch 23, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Authority
Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 24, Annex 1	Authority
Sch 25, Para 2.1(a)	Register of All Assets, Sub-contracts and Other Relevant Agreements	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
Sch 25, Para 2.1(b)	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
Sch 25, Para 3.1	Exit Information	As appropriate and agreed by the Authority	On reasonable notice given by the Authority at any point during the Term	Within 10 Working Days of Authority's written request	Authority and its potential Replacement Suppliers

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 25, Para 5.1	Exit Plan	Sch 25 Para 5.3	By the CPP Milestone Date	In the first month of each contract year; and Within 14 days if requested by the Authority following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract	Authority
Sch 25, Para 6.3(e)	Provide up to date Registers during the Termination Assistance Period	As appropriate	As requested by the Authority	As appropriate	
Sch 25, Para 6.7(b)	Authority Data (handback)	Sch 25 Para 3 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority
Sch 25, Annex 1, Para 1.1, Para 1.2 Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Authority	As specified in the Termination Assistance Notice and in any event prior to the end of the	As specified in the Termination Assistance Notice or otherwise requested by the Authority	-

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			Termination Assistance Period		
Sch 26 Service Continuity	Service Continuity Plan	Sch 26 Para 2.2	By the ATP Milestone Date	Sch 2.6 Para 7.1	Authority
Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26 Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	-
Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority	Sch 28 Para 1.1(a)-(d)	At such intervals as are reasonably requested by the Authority	Authority
Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Authority and, at the discretion of the Authority, the Replacement Supplier and/or any Replacement Subcontractor

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 28, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority	Effective Date	-	Authority
Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-contractor
Sch 28, Annex E1	List of Notified Sub-contractors	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
Sch 29	Key Personnel	Sch 29	Effective Date	As amended from time to time	Authority
Sch 31, Annex 1 Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority and Supplier
Sch 31, Para 1.5	Data Protection Impact Assessment	Sch 31, Para 1.5	By the INT1 Milestone Date	Any update	Authority and Supplier