Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule X – Reports and Records Provisions

Escorting Services

THE CONTRACT

Document	Title
Main Terms	Services Agreement
Schedules	
A	Insurances
B	Mobilisation & Permit to Operate
	Part 1 - Requirements
	Part 2 - Response
C	Testing Procedures
D	Service Requirements
	Part 1 – Service Specification
D1	Management Services
D2	Core Services
D3	In-Country Escorting
D4	Overseas Escorting
D5	Holding Rooms
D6	Residential Short Term Holding Facilities
D7	Juxtaposed Controls
D8	Glossary
	Part 2 – Service Response
E	Guarantee
F	Payment Mechanism
G	Performance Evaluation and Service Unavailability
H	Innovation and Partnership Agreement
I	Commercially Sensitive Information
J	Dispute Resolution Procedure
K	Notified Key Sub-contractors
L	Change Control Procedures

Document	Title
M	Key Personnel
N	Exit Management
	Part 1 - Requirements
	Part 2 - Response
O	Service Improvement
P	Financial Distress
Q	Financial Reports and Audit Rights
R	IT Systems Requirements
	Part 1 – IT Systems Requirements
	Part 2 – IT Systems Solution
S	Governance
	Part 1 - Requirements
	Part 2 - Response
T	Standards
U	Security Management
V	Business Continuity and Disaster Recovery
W	Payments on Termination
X	**Reports and Records Provisions**
Y	Third Party Contracts
Z	Staff Transfer
Appendix 1	Evaluators' Clarification Questions
Appendix 2	Supplier's Allowable Assumptions
Appendix 3	Supplier's Clarification Questions

Reports and Records Provisions

1 TRANSPARENCY REPORTS

1.1 Within 3 months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports in accordance with Annex 1.

1.2 If the Authority rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within 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 Agreement.

2 OTHER REPORTS

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 U (Security Management) and Schedule V (Business Continuity and Disaster Recovery);

(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 Annexes 1 and 2 (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, Controller and/or Monitor on request, subject to reasonable notice being given.

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.

3.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, 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 Agreement.

3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:

(a) as soon as they are publicly available after the end of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and

(b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

ANNEX 1: Transparency Reports

TITLE	CONTENT	FORMAT	FREQUENCY
Performance	Activities and Achievements	Word or Power point	Monthly
Charges	Summary of Charges	Excel with commentary	Monthly
Key Sub-contractors	Summary deliverables executed	Word Table or Powerpoint	Monthly
Technical	IT, Vehicles, equipment	Word	Monthly
Performance management	Outturn report against escort requests including cancellations	Word	Monthly
Management Services reporting	All reports to be produced in accordance with Schedule D1 (Management Services)	As required by the Authority	As per Schedule D1 (Management Services)

ANNEX 2: Records to be kept by the Supplier

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.

2. All other documents which this Agreement 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 Agreement and any claims made in respect of them.

17. All journals and audit trail data referred to in Schedule U (Security Management).

18. A full record of all incidents relating to health, safety and security which occur in relation to Pennine House and the Holding Rooms.

19. A full record of all maintenance procedures carried out in relation to Pennine House and the Holding Rooms.

All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.