

SCHEDULE 6

Governance, Management Information, Reports, Records and Audit

Part A: Governance

1 INTRODUCTION

Overview

- 1.1 This Schedule details the meetings, roles and responsibilities, information provision and the processes and procedures which are required to be followed by the Parties to facilitate management of the Contract.
- 1.2 The governance structure for this Contract comprises of the following boards:
- (a) the Strategic Board, as more fully described in paragraph 2;
 - (b) the Monthly Performance Review Board, as more fully described in paragraph 3;
 - (c) the Local Performance Working Groups, as more fully described in paragraph 4,
- in accordance with Schedule 6 (Governance, Management Information, Reports, Records and Audit); and
- (d) the Exit Steering Group in accordance with Schedule 21 (Exit Management).

Governance Meetings

- 1.3 The Contractor and the Authority shall attend and shall procure the attendance of their respective representatives as required, or in the case of the Contractor as requested by the Authority, at the meetings set out in the table below, as more fully described in the remainder of this Part A to this Schedule 6 (Governance, Management Information, Reports, Records and Audit).

Governing body	Summary of meeting requirement
Strategic Board	Every six (6) months, and on an ad hoc basis as required, as set out in paragraph 2.10.
Monthly Performance Review Board	Every month, as set out in paragraph 3.3.
Local Performance Working Groups	Every month, as set out in paragraph 4.3.
Exit Steering Group	As set out in the Exit Management Plan.

- 1.4 The Contractor shall ensure that its representatives, at all boards:

- (a) have an appropriate level of seniority, expertise and experience;
- (b) attend all meetings as required by this Schedule 6 (Governance, Management Information, Reports, Records and Audit); and
- (c) are fully briefed and prepared for any meeting.

Other Meetings

- 1.5 The Contractor acknowledges that it is required to attend other meetings and committees (including for operational, planning and stakeholder management purposes) as set out in Schedule 2 (Statement of Requirement), and the Contractor shall attend all such meetings as required.

2 STRATEGIC BOARD

Constitution of the Strategic Board

2.1 Authority:

- (a) Authority Senior User (NBC(P));
- (b) DMS TL;
- (c) Head NC Commercial; and
- (d) Finance Head.

2.2 Contractor:

- (a) DMS-NG Contracts Director;
- (b) DMS-NG Head of Asset Management;
- (c) DMS-NG Commercial Contracts Manager;
- (d) DMS-NG Finance Business Partner;
- (e) DMS-NG Secretary.

- 2.3 The Strategic Board shall be chaired by a senior representative of the Authority (the "**Strategic Board Chair**") appointed from time to time by the Authority.

- 2.4 Where the Strategic Board cannot reach agreement by a simple majority vote of all members, the Strategic Board Chair shall have the casting vote.

- 2.5 Each Party shall be entitled to remove and replace any member appointed by it who has resigned from office provided that:

- (a) where such Party is the Contractor, it has confirmed that such replacement will satisfy the requirements of paragraph 1.4 and has obtained the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed) in respect of such replacement;
 - (b) where such Party is the Authority, it notifies the Contractor of such replacement within two (2) Business Days of the replacement or before the next meeting of the Strategic Board, whichever is the sooner.
- 2.6 Each Party may appoint a person to act as a temporary alternate to its Strategic Board member at any meeting of the Strategic Board, and may revoke any such appointment. Written notice of any such appointment or revocation shall be given to the other Party in the manner specified in paragraph 2.5.
- 2.7 The Authority may invite any other person or persons (including any Key Sub-Contractor) to attend any meeting of the Strategic Board. Each additional attendee must sign an undertaking with the Authority confirming that they agree to be bound by the provisions of Clause 41 (Confidentiality) (with all necessary changes having been made) before attending the meeting and that they will comply with all relevant security requirements.
- 2.8 No business shall be transacted at any meeting of the Strategic Board unless a quorum is present. The quorum for meetings of the Strategic Board shall be 6, to comprise of 3 Contractor members and 3 Authority members.
- 2.9 Subject to the above provisions, the Strategic Board may otherwise regulate the conduct of its meetings as it considers appropriate.

Frequency, Timing and Location of the Strategic Board Meetings

- 2.10 A Strategic Board meeting shall take place:
 - (a) on a date agreed in writing between the Parties, such date to be no later than three (3) months after the Effective Date, and at least every six (6) months thereafter for the remainder of the Contract Term;
 - (b) within three (3) months of the end of each Financial Year of the Contract;
 - (c) on or around the Service Commencement Date, the exact date to be determined by the Strategic Board Chair; and
 - (d) on any such date as required by the Strategic Board Chair, pursuant to paragraphs 2.17 and 2.18.
- 2.11 Strategic Board meetings shall be held in-person (or, by exception, virtually or on a hybrid basis) as agreed between the Strategic Board members from time to time provided that, if the members cannot agree, the Strategic Board Chair's decision shall be final.

- 2.12 The Contractor shall appoint a nominated secretary to manage the administration related to the Strategic Board. In respect of each Strategic Board meeting the Contractor shall ensure that its secretary shall:
- (a) issue a calling notice to each member of the Strategic Board at least one (1) month before the scheduled date of the meeting;
 - (b) issue the agenda (to include any matters specified by the Authority pursuant to paragraph 2.13), together with any accompanying papers, to each member of the Strategic Board at least (10) Business Days before the scheduled date of the meeting;
 - (c) not less than ten (10) Business Days before each Strategic Board meeting the Contractor shall provide the Authority with the Annual Performance and Activity Report (RR08) (where the Strategic Board meeting is the first to be held following the end of a Contract Year); and
 - (d) issue the draft minutes of each Strategic Board meeting to each member of the Strategic Board within five (5) Business Days of the meeting and, following approval by the Strategic Board Chair in accordance with paragraph 2.15, the Contractor shall issue the final minutes of the meeting to each member of the Strategic Board with three (3) Business Days of such approval.
- 2.13 The Parties may notify each other of any matters they wish to be included on the agenda for a Strategic Board meeting and the Contractor shall include such matters on the agenda, provided such notification is given at least two (2) Business Days prior to the issue of the agenda pursuant to paragraph 2.12(b).
- 2.14 Meetings of the Strategic Board shall take place at such mainland UK locations and/or virtually as agreed between the Parties in advance.
- 2.15 The minutes of each Strategic Board meeting shall be considered final only once they have been approved by the Strategic Board Chair.

Functions of the Strategic Board

- 2.16 The functions of the Strategic Board shall include reviewing and advising senior representatives of the Contractor and the Authority on:
- (a) the operation and management of the Contract at a strategic level and the provision of the Services by the Contractor including during the Transition Period, and progress against the transition milestones set out in Schedule 5 (Transition);
 - (b) reviewing the Annual Performance and Activity Report (RR08) for the previous Contract Year;
 - (c) interfaces between the Project and other projects ensuring that the Project remains aligned with wider defence policy, objectives and initiatives;

- (d) considering and resolving any issues referred to it by the MPRB, including any risks, issues and opportunities which may affect the Services, and issues relating to collaborative working and/or stakeholder and relationship management; and
- (e) considering and, where possible, resolving any Disputes referred to it in accordance with the Dispute Resolution Procedure (and the Parties agree that, for the purposes of activities pursuant to this limb (e) only, the Strategic Board Chair's casting vote will be suspended).

Ad Hoc Strategic Board Meetings

- 2.17 Any member of the Strategic Board may request the Strategic Board Chair to call an unscheduled meeting (an "**Ad Hoc Strategic Board Meeting**") by serving a minimum of five (5) Business Days' notice on all other members setting out the reasons why the Ad Hoc Strategic Board Meeting has been called and the issues to be discussed or resolved in it. Any such request shall require approval by the Strategic Board Chair in order to proceed.
- 2.18 An Ad Hoc Strategic Board Meeting shall be called in connection with the following circumstances, including:
 - (a) any incident or interruption of any of the Services which is considered to be significant by the member of the Strategic Board calling the meeting;
 - (b) Clause 50 (Step-in Rights);
 - (c) Clause 51 (Measures in a Crisis);
 - (d) facilitating the smooth delivery of the Exit Management Services, including the implementation of the Exit Management Plan; or
 - (e) termination or Partial Termination in accordance with Clause 56 (Termination for Contractor Default), Clause 57 (Termination for Authority Default) or Clause 58 (Termination for Prohibited Acts),

where the Strategic Board Chair considers that it is needed in order to address a matter which requires urgent consideration; or

- (f) for any other reason deemed appropriate by the Authority.

(g)

3 MONTHLY PERFORMANCE REVIEW BOARD

Constitution of the Monthly Performance Review Board

3.1 Authority:

- (a) Chair - Delivery SL;

- (b) HSEQ Manager;
- (c) Commercial Manager;
- (d) Finance Officer; and
- (e) Contract Designated Officer.

3.2 Contractor:

- (a) DMS-NG Contracts Manager;
- (b) Head of Technical;
- (c) HSEQ Manager;
- (d) Commercial Lead; and
- (e) Finance Business Partner; and
- (f) Secretary.

Frequency, Timing and Location of the Monthly Performance Review Board Meetings

- 3.3 With effect from the Service Commencement Date, the Parties shall hold a Monthly Performance Review Board on or around the day which falls fifteen (15) calendar days after the end of each Relevant Contract Month.
- 3.4 Monthly Performance Review Board meetings shall be held virtually or in-person (or on a hybrid basis) as agreed between the Monthly Performance Review Board members from time to time provided that, if the members cannot agree, the Authority's decision shall be final.
- 3.5 The Contractor shall appoint a nominated secretary to manage the administration related to the Monthly Performance Review Board. In respect of each Monthly Performance Review Board meeting the Contractor shall ensure that its secretary shall:
 - (a) issue the agenda (to include any matters specified by the Authority pursuant to paragraph 3.6) together with any accompanying papers to each member of the Monthly Performance Review Board at least (10) Business Days before the scheduled date of the meeting;
 - (b) not less than ten (10) Business Days before each Monthly Performance Review Board meeting the Contractor shall provide the Authority with the MPRB MI for the Relevant Contract Month; and
 - (c) issue the draft minutes of each Monthly Performance Review Board meeting to each member of the Monthly Performance Review Board within five (5) Business Days of the meeting and, following approval by the Authority in accordance with paragraph 3.8, the

Contractor shall issue the final minutes of the meeting to each member of the Monthly Performance Review Board within three (3) Business Days of such approval.

- 3.6 The Parties may notify each other of any matters they wish to be included on the agenda for a Monthly Performance Review Board meeting and the Contractor shall include such matters on the agenda, provided such notification is given at least two (2) Business Days prior to the issue of the agenda pursuant to paragraph 3.5(a).
- 3.7 Meetings of the Monthly Performance Review Board shall take place at such mainland UK locations and/or virtually as agreed between the Parties in advance.
- 3.8 The minutes of each Monthly Performance Review Board meeting shall be considered final only once they have been approved by the Authority.

Functions of the Monthly Performance Review Board

- 3.9 The functions of the Monthly Performance Review Board shall include:
- (a) recommending to the Authority the proposed Total Monthly Payment for that month calculated in accordance with paragraph 2.1 of Schedule 4 (Payment, Performance and Incentivisation Mechanism), taking account of:
 - (i) the Monthly Performance and Activity Report (RR01) for the Relevant Contract Month,
 - (ii) the Fuel Usage Report (RR04) for the Relevant Contract Month; and
 - (iii) any recommendations made by the LPWG, including any commentary from the LPWG on the timeliness and/or quality of the Local Monthly Performance and Activity Report for the Relevant Contract Month,

provided that the final determination of the Total Monthly Payment shall be at the Authority's sole discretion in accordance with paragraph 2.1 of Schedule 4 (Payment, Performance and Incentivisation Mechanism);
 - (b) reviewing the ATVR and recommending to the Authority the proposed annual adjustment for the previous Contract Year in accordance with Schedule 4 (Payment, Performance and Incentivisation Mechanism), provided that the final determination of the annual adjustment shall be at the Authority's sole discretion in accordance with paragraph 2.6 of Schedule 4 (Payment, Performance and Incentivisation Mechanism);
 - (c) reviewing and approving the Health Safety and Environmental Protection Report (RR02) for the Relevant Contract Month;
 - (d) reviewing and approving the Affected Services Report (RR03) for the Relevant Contract Month;
 - (e) reviewing and approving the Fuel Usage Report (RR04) for the Relevant Contract Month;

- (f) reviewing and approving the HR and Training Report (RR05) for the previous Quarter (where applicable);
- (g) addressing any issues relating to Schedule 2 (Statement of Requirement);
- (h) reviewing any potential future Change Requests, and identifying those potential Changes of a significant and/or strategic nature which will need to be referred to the Strategic Board;
- (i) reviewing the joint risks, issues and opportunities which may affect the Services;
- (j) reviewing the outcome of remedial actions pursued in accordance with Clause 49 (Contractor Default and Rectification Plan Process);
- (k) reviewing any progress and activity in relation to continuous improvement of the Services;
- (l) reviewing any non-conformities identified in any audit that has taken place and agreeing an action plan to deal with any major non-conformities identified in an audit report;
- (m) considering and, where possible, resolving any Disputes referred to it in accordance with the Dispute Resolution Procedure;
- (n) considering any updates proposed to the Service Delivery Plan by the Contractor as part of its annual review of the Service Delivery Plan (submitted on an annual basis with a Monthly Performance and Activity Report as set out in Part B (Management Information) of this Schedule 6) in accordance with Clause 28.5 (Change), and making recommendations in this regard, provided that it shall be at the Authority's sole discretion whether or not any such amendments shall be implemented; and
- (o) reviewing any proposed updates to the IPR Register identified by the Authority from time to time, or by the Contractor as part of its biannual review of the IPR Register in accordance with Clause 35.18 (Intellectual Property Rights), and agreeing such updates, provided that any updates to the IPR Register agreed by the Monthly Performance Review Board shall then be managed in accordance with the Change Control Procedure and no such update shall be considered a Change to the Contract unless and until it is formally deemed to be effective in accordance with the terms of the Change Control Procedure.

4 LOCAL PERFORMANCE WORKING GROUP (LOCAL TO EACH SDA)

Constitution of the LPWG for each SDA

4.1 Authority:

- (a) Chair: MSS OOP
- (b) MS HSEQ Officer
- (c) MSO with responsibility for the SDA

The Contract Designated Officer and the Commercial Manager may also attend on an as required basis.

4.2 Contractor:

- (a) Technical Manager (TM)
- (b) HSEQ Manager
- (c) Marine Superintendent
- (d) Operations Manager for the relevant SDA

Frequency and Timing of the Local Performance Working Groups

4.3 With effect from the Service Commencement Date the parties shall hold a meeting of the Local Performance Working Group no later than twenty-five (25) calendar days after the end of each Relevant Contract Month.

4.4 The Contractor shall appoint a nominated secretary to manage the administration related to the Local Performance Working Group. In respect of each Local Performance Working Group meeting the Contractor shall ensure that its secretary shall:

- (a) issue the agenda (to include any matters specified by the Authority pursuant to paragraph 4.5) together with any accompanying papers to each member of the Local Performance Working Group at least ten (10) Business Days before the scheduled date of the meeting;
- (b) not less than ten (10) Business Days before each Local Performance Working Group meeting the Contractor shall provide the Authority with the Local Performance Working Group Management Information (relating to the Relevant Contract Month); and
- (c) issue the draft minutes of each Local Performance Working Group meeting to each member of the Local Performance Working Group within five (5) Business Days of the meeting and, following approval by the Authority in accordance with paragraph 4.7, the

Contractor shall issue the final minutes of the meeting to each member of the Local Performance Working Group with three (3) Business Days of such approval.

- 4.5 The Parties may notify each other of any matters they wish to be included on the agenda for a Local Performance Working Group meeting and the Contractor shall include such matters on the agenda, provided such notification is given at least two (2) Business Days prior to the issue of the agenda pursuant to paragraph 4.4(a).
- 4.6 Meetings of the Local Performance Working Group shall take place at such mainland UK locations and/or virtually as agreed between the Parties in advance.
- 4.7 The minutes of each Local Performance Working Group meeting shall be considered final only once they have been approved by the Authority, such approval to take place at the next meeting of the Local Performance Working Group.

Functions of the Local Performance Working Groups

- 4.8 The functions of the Local Performance Working Group shall include:
 - (a) using the Local Monthly Performance and Activity Report (RR01L4 for SDA 4, RR01L5 for SDA 5 and RR01L7 for SDA 7) to review the Contractor's performance in each Service Delivery Area against the KPIs for the Relevant Contract Month;
 - (b) reviewing the Local Health Safety and Environmental Protection Report (RR02L4 for SDA 4, RR02L5 for SDA 5 and RR02L7 for SDA 7) for the Relevant Contract Month;
 - (c) reviewing the Local Affected Services Report (RR03L4 for SDA 4, RR03L5 for SDA 5 and RR03L7 for SDA 7) for the Relevant Contract Month;
 - (d) reviewing the Local Fuel Usage Report (RR04L4 for SDA 4, RR04L5 for SDA 5 and RR04L7 for SDA 7) for the Relevant Contract Month;
 - (e) review the Local Human Resource and Training Report (RR05L4 for SDA 4, RR05L5 for SDA 5 and RR05L7 for SDA 7) for the previous Quarter (where applicable);
 - (f) reviewing the programme of activity and Tasking (for last month and next month), and considering and (where possible) resolving any issues; and
 - (g) addressing any issues relating to Schedule 2 (Statement of Requirement).
- 4.9 Following the review of the Contractor's performance in accordance with paragraph 4.8 above, the Local Performance Working Group shall make recommendations to the Monthly Performance Review Board:
 - (a) as to whether the reports set out in paragraph 4.8 above should be approved and/or whether revisions are required to such reports;
 - (b) on any Non-Performances and Non-Performance Points to be applied.

5 PAYMENT PROCESS

5.1 Subject to the determination of the Total Monthly Payment and any other sums due in accordance with (without limitation) Schedule 4 (Payment, Performance and Incentivisation Mechanism) and this Schedule 6 (Governance, Management Information, Reports, Records and Audit), payment of any sums due shall be in accordance with Clause 20 (Payment and Recovery of Sums Due) and the Authority shall pay the Contractor any sums due no later than a period of thirty (30) calendar days from the date the Contractor submits an invoice to the Authority in accordance with Clause 20.1 (Payment and Recovery of Sums Due) provided that:

- (a) such invoice is for the same amount as the amount which the Monthly Performance Review Board recommended to the Authority as the proposed Total Monthly Payment for the relevant month in accordance with Paragraph 3.9(a) of this Part A (Governance); and
- (b) the Authority may withhold any Disputed Amount in accordance with Paragraph 5.2 of this Part A (Governance).

5.2 The Authority may withhold payment of any amount it believes the Contractor is not entitled to pursuant to this Contract ("**Disputed Amount**") pending agreement or determination of the Contractor's entitlement in relation to the Disputed Amount but shall pay any undisputed amounts in accordance with Clause 20 (Payment and Recovery of Sums Due).

5.3 Within ten (10) Business Days following receipt by the Contractor Representative of any notice served by the Authority Representative detailing a Disputed Amount (and the reasons for withholding such Disputed Amount), the Contractor Representative shall respond by notifying the Authority Representative as to whether or not it agrees with the statements made in that notice and the grounds for such agreement or disagreement. If the Contractor indicates that it does agree, or if the Contractor Representative fails to make such a response within that time limit, the Authority shall be entitled:

- (a) to retain on a permanent basis any amounts withheld pursuant to paragraph 5.1; and
- (b) to reclaim from the Contractor the amount of any over-payment which may have been made to the Contractor.

5.4 If the Contractor's Representative responds pursuant to paragraph 5.3 that it does not agree with all or any of the statements made in any notice served by the Authority pursuant to paragraph 5.3, the matter or matters in question shall be determined in accordance with the Dispute Resolution Procedure.

5.5 If the determination of any Dispute conducted pursuant to paragraph 5.4 shows that:

- (a) the Authority has withheld any amount which the Contractor was entitled to be paid; or
- (b) the Contractor has claimed any amount which it was not entitled to be paid,

the Authority shall pay such amount to the Contractor or the Contractor shall repay such amount to the Authority.

Interest on Late Payment

- 5.6 Except as otherwise specifically provided, the Late Payment of Commercial Debts (Interest) Act 1998 applies to this Contract.

Part B: Management Information

The Contractor shall prepare, and provide to the Authority, the Management Information by uploading such Management Information to the Shared Data Environment as set out below:

Management Information	Frequency	Content	For which Board?
Monthly Performance and Activity Report (MPAR) RR01	<i>Monthly (note that item 2 only is an annual requirement, and item 3 only is a biannual requirement)</i>	1. The MPAR shall contain the following data for the previous Contract Month for each SDA: <ul style="list-style-type: none"> (a) numbers of passengers (for passenger transport and scheduled ferry Tasks) and Special Personnel numbers for Affected Services, details required for souls on board recording; (b) information on Vessel re-location times, refuelling, maintenance and Vessel surveys (each as applicable), and when and why Vessels were not available for Tasking; (c) a section on detailed fleet data to demonstrate that the Services were delivered efficiently to include (without limitation): <ul style="list-style-type: none"> i. Vessel preparation time; ii. passage time; iii. Task start and stop times; iv. loitering time; v. Vessel shutdown time; vi. Tasks cancelled; vii. delays (recorded as either caused by the Authority or Contractor); and viii. concurrent Tasks for one vessel; (d) a summary of all non-conformities identified in any audit that has taken place; (e) a summary of End User Questionnaires sent/responses received in the relevant month (if applicable for such month); (f) a summary of progress against any current Quality Rectification Plans; (g) an update as to progress made against the Social Value Plan and each social value KPI (see Appendix 5 (Social Value Measurement and Reporting)); and (h) an updated list of the identified risks, issues and opportunities affecting the Services, identified in accordance with the Governance Management Plan, and shall contain a summary of the above across all SDAs.	MPRB

		<ol style="list-style-type: none"> 2. The MPAR issued immediately following the end of each Contract Year shall contain the Contractor's proposed draft updates to the Service Delivery Plan produced as an outcome of the Contractor's review conducted pursuant to Clause 28.5 (Change). 3. The Monthly Performance and Activity Report issued: (i) immediately following the end of each Contract Year; and (ii) six (6) months into each Contract Year, shall contain the Contractor's proposed draft updates to the IPR Register identified by the Contractor as an outcome of the review conducted pursuant to Clause 35.18 (Intellectual Property Rights). 4. The MPAR shall include the current Monthly Financial Report, prepared in accordance with Schedule 31 (Transparency and Financial Models). 5. For that Contract Month, the Monthly Performance and Activity Report shall, in relation to the Services Availability KPI, as a minimum: <ol style="list-style-type: none"> (a) list all Tasks issued by the Tasking Authority in accordance with the Tasking Procedures; (b) identify those Tasks that were completed On Time In Full; (c) identify those Tasks that were not completed On Time In Full (i.e. Non-Performances), with: <ol style="list-style-type: none"> i. the status of those Tasks not completed (e.g. cancelled, delayed, rescheduled); ii. the identification of that aspect of the On Time In Full definition which was not met; iii. the cause for the Task not being completed (for example, through an act or omission by the Contractor or the Authority); iv. whether the Non-Performance is a Significant or Minor Non-Performance; and v. evidence to support that a particular Non-Performance should be classified Minor Non-Performances (e.g. agreement from the End User that training outcomes were still achieved); (d) confirmation from the Authority Representative that the Monthly Performance and Activity Report is a fair reflection of the status of performance against the Services Availability KPI; (e) the impact of any Non-Performances on the application of the Services Availability KPI (e.g. the calculation of NPPs); (f) any multipliers applied to Non-Performance Points as a result of persistent non-performance; and 	
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		<p>(g) where relevant, the requirement for / status of any Rectification Plans as a result of persistent non-performance and the cause of that persistent non-performance.</p> <p>6. The Monthly Performance and Activity Report shall, in relation to the Management Information KPI, as a minimum:</p> <ul style="list-style-type: none"> (a) identify the Management Information reports required in that Contract Month; (b) summarise any status of those Management Information reports, e.g.: <ul style="list-style-type: none"> i. date submitted; and ii. acceptance by the Authority's representative; (c) any failures against any of the Management Information KPI performance measures; (d) the cause of any failures against the Management Information KPI (for example, through an act or omission by the Contractor or the Authority) (e) any mitigations put forward by the Contractor; (f) confirmation from the Authority Representative that the Monthly Performance and Activity Report is a fair reflection of the status of performance against the Management Information KPI; (g) the impact of any failures on the application of the Management Information KPI (e.g. the calculation of NPPs); (h) any multipliers applied to Non-Performance Points as a result of persistent non-performance; and (i) where relevant, the requirement for / status of any Rectification Plans as a result of persistent non-performance and the cause of that persistent non-performance. <p>7. The Monthly Performance and Activity Report shall, in relation to the One-Off Additional Services, as a minimum:</p> <ul style="list-style-type: none"> (a) list all One-Off Additional Services requested by the Authority for that Contract Month in accordance with the Change Control Procedure; and (b) identify those One-Off Additional Services requested where the Contractor did not respond in accordance with the Change Control Procedure. <p>8. The Contractor shall include the estimated Total Monthly Payment calculated and presented in accordance with Schedule 4 (Payment, Performance and Incentivisation Mechanism).</p>	
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		9. The Monthly Performance and Activity Report shall be provided to the Authority no more than five (5) Business Days after the end of the Contract Month to which it relates.	
Local Monthly Performance and Activity Report (LMPAR) (RR01L4 for SDA 4, RR01L5 for SDA 5 and RR01L7 for SDA 7)	<i>Monthly (note that item 3 only is an annual requirement)</i>	As per the MPAR, for the applicable SDA.	<i>LPWG</i>
Health Safety and Environmental Protection Report (HSEP) RR02	<i>Monthly</i>	<p>1. The HSEP report shall summarise safety and environmental compliance, performance, incidents recorded, safety observations, near misses, assurance and audit activities in the previous month.</p> <p>2. The HSEP report shall include the following for the previous month:</p> <ul style="list-style-type: none"> (a) a summary of the ALARP and BPEO status for each of the three SDAs; (b) minutes and actions from the previous meeting, together with a progress update against any actions which were outstanding at the date of the previous report; (c) a summary of incidents, accidents, near misses, observations, positive indicators and events; (d) a summary of changes to health, safety and environmental protection Law and consideration of the implications of such changes for the Contract; (e) overview of, and tracked progress against, first, second and third party audit and assurance activities against any civilian and defence certification requirements; (f) a summary of assurance and interfacing activities on and with Sub-Contractors and any other relevant third parties; (g) performance against, and assurance on, specialist activities including: <ul style="list-style-type: none"> i. confined and enclosed space working; ii. tank preparation; iii. docking and refit; and iv. diving; and (h) reviewing the top safety and environmental protection priorities across each SDA. 	<i>MPRB</i>

		<p>3. The HSEP report shall include the following injury and incident reports for the previous month:</p> <ul style="list-style-type: none"> (a) any HSE work-related reportable injuries reported in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (2013) (as amended); (b) any marine incident or marine casualty reported in accordance with The Merchant Shipping (Accident Reporting and Investigation) Regulations 2012 (as amended) and subsequent Marine Guidance Note 564; and (c) any report on non-compliance with Environmental Law, including environmental protection risks and issues, and a summary of any environmental breaches/incidents including oil spills. <p>4. The HSEP report shall include a summary of any proposed changes to the HSEP Management Plan in Schedule 3 (Service Delivery Plan).</p>	
Local Health Safety and Environmental Protection Report (LHSEP) RR02L4 for SDA 4, RR02L5 for SDA 5 and RR02L7 for SDA 7	<i>Monthly</i>	As per the HSEP report, for the applicable SDA.	<i>LPWG</i>
Affected Services Report RR03	<i>Monthly</i>	<p>1. The Affected Services Report shall summarise and demonstrate compliance with the DSA02-DMR (Defence Maritime Regulations for Health, Safety and Environmental Protection) and the Memorandum of Understanding.</p> <p>2. The Affected Services Report shall also include for the previous month:</p> <ul style="list-style-type: none"> (a) a summary of minutes and actions from the previous meeting; (b) a summary of the status of each affected SDA area; (c) a summary of Taskings and numbers; (d) GSBF Flag Status Changes; (e) temporary additions and assurance and interfacing activities on and with third parties and Sub-Contractors; 	<i>MPRB</i>

		<ul style="list-style-type: none"> (f) Affected Services incidents, accidents, near misses, observations, positive indicators and events from the reporting period; (g) changes to Law and consideration of the implications for Affected Services; (h) Codes of Practice and risk assessments and method statements relating to the operation of the Affected Services; (i) review and endorsement of the SEC(R); and (j) overview of, and tracked progress against, first, second and third party audit and assurance activities relating to Affected Services; and (k) an update and summary of trials and any future requests. 	
Local Affected Services Report RR03L4 for SDA 4, RR03L5 for SDA 5 and RR03L7 for SDA 7	<i>Monthly</i>	As per the Affected Services Report, for the applicable SDA.	<i>LPWG</i>
Fuel Usage Report RR04	<i>Monthly</i>	<ol style="list-style-type: none"> 1. The Fuel Usage Report shall set out for the previous month: <ul style="list-style-type: none"> (a) the total fuel used; (b) details of the fuel usage per Vessel and per Task (automated recording) and its cost; (c) a breakdown of the cost of fuel per cubic metre, to be reconcilable with invoices (and such invoices to be presented as evidence), such cost to fully reflect any corporate discounts or buying arrangements; and (d) any other information required in accordance with Schedule 2 (Statement of Requirement). 2. The Fuel Usage Report shall include a signed representation from the Contractor's Finance Director (or equivalent) confirming that: <ul style="list-style-type: none"> (a) the fuel costs passed through to the Authority are a true reflection of the cost paid by the Contractor for such fuel; (b) any discounts, buying arrangements and/or corporate arrangements for fuel have been fully disclosed and the full benefits have been passed through to the Authority; and (c) Clause 25.2 (Fuel and Utilities) has been fully complied with. 	<i>MPRB</i>

Local Fuel Usage Report RR04L4 for SDA 4, RR04L5 for SDA 5 and RR04L7 for SDA 7	<i>Monthly</i>	As per the Fuel Usage Report, for the applicable SDA.	<i>LPWG</i>
Human Resource and Training Report (HR and Training Report) RR05	<i>Quarterly</i>	<ol style="list-style-type: none"> The HR and Training Report shall include for the previous Quarter: <ol style="list-style-type: none"> details of training, certification, experience for each role (ashore and afloat), training shortfalls and rectification plan for such shortfalls; details of all relevant maritime qualifications and the date of certification for each seafarer, and the date of expiry of such certification; a copy of the up-to-date record of familiarisation and mandatory training of seafarers in respect of each Vessel; security clearance status for all Contractor Personnel, flagging where action is required in relation to any clearances which are approaching expiry; and an update as to progress made against the Human Resources Management Plan. The HR and Training Report is to be submitted to the Authority's Representative within five (5) Business Days of the end of each Quarter. 	<i>MPRB</i>
Local Human Resource and Training Report RR05L4 for SDA 4, RR05L5 for SDA 5 and RR05L7 for SDA 7		As per the HR and Training Report, for the applicable SDA.	<i>LPWG</i>
Annual Tasking Volume Report (ATVR) RR06	<i>Annual</i>	<ol style="list-style-type: none"> The Contractor shall prepare the Annual Tasking Volume Report for the previous Contract Year in accordance with Schedule 4 (Payment, Performance and Incentivisation Mechanism). 	<i>MPRB</i>
Annual Financial Report RR07	<i>Annual</i>	<ol style="list-style-type: none"> The Contractor shall prepare the Annual Financial Report for the previous Contract Year in accordance with Schedule 31 (Transparency and Financial Models). 	<i>MPRB</i>

		<p>2. The Annual Financial Report shall be signed off by the Contractor's Finance Director (or equivalent) as a true and fair reflection of the financial performance of the Contract and shall include a statement to confirm that any discounts, buying arrangements and/or corporate arrangements have been fully disclosed and the full benefits have been passed through to the Authority.</p> <p>3. The Annual Financial Report is to be submitted to the Authority's Representative within ten (10) Business Days of the end of each Contract Year.</p>	
Annual Performance and Activity Report (APAR) RR08	<i>Annual</i>	<p>1. The APAR shall contain a general overview of the activity in the previous Contract Year, including:</p> <ul style="list-style-type: none"> (a) an executive summary of the monthly Management Information provided to the Monthly Performance Review Board in the previous Contract Year including any commendations, shortcomings and non-conformities and a summary and explanation of any major issues arising; (b) a summary of aims, issues and objectives for the coming Contract Year; (c) an excerpt of the Change Register to show all Changes made to the Contract in the previous Contract Year; (d) an update as to progress made against the Social Value Plan and each social value KPI (see Appendix 5 (Social Value Measurement and Reporting)); and (e) a summary of any issues identified in any End User Questionnaire, and actions taken to rectify such issues (when and where applicable). <p>2. The APAR shall include as annexes or enclosures:</p> <ul style="list-style-type: none"> (a) Annual Activity Report (based on the Monthly Performance and Activity Reports (RR01) issued in the previous Contract Year); (b) Annual Health Safety and Environmental Protection Report (based on the monthly Health Safety and Environmental Protection Reports (RR02) issued in the previous Contract Year); (c) Annual Fuel Report (based on the Fuel Usage Reports (RR04) issued in the previous Contract Year); (d) Annual Human Resource and Training Report (based on the Quarterly Human Resource and Training Reports (RR05) issued in the previous Contract Year); and (e) Annual Financial Report for the previous Contract Year prepared in accordance with Schedule 31 (Transparency and Financial Models). 	<i>SB (for the SB meeting first held following the end of a Contract Year)</i>

		3. The APAR is to be submitted to the Authority's Representative within five (5) Business Days of the end of the Contract Year.	
Minutes of Governance Meetings RR09	<i>In accordance with the meeting frequency specified in this Schedule 6 (Governance, Management Information, Reports, Records and Audit)</i>	1. The Contractor shall draft minutes for all meetings of the Strategic Board, Monthly Performance Review Board and Local Performance Working Group in accordance with the requirements of Part A (Governance) of this Schedule 6 (Governance, Management Information, Reports, Records and Audit)), such draft minutes shall present a full and accurate representation of the meeting in question.	
Baseline Financial Report / Updated Baseline Financial Report RR10	<i>In accordance with Schedule 31 (Financial Model)</i>	1. The Contractor shall upload to the Shared Data Environment the Baseline Financial Report, and any Updated Baseline Financial Model and/or Updated Baseline Operational Model prepared and agreed pursuant to Schedule 31 (Transparency and Financial Models), and such reports shall be presented to the MPRB at the next MPRB meeting following such upload.	<i>MPRB</i>
Quality Rectification Plan RR11	<i>Monthly (when a QRP is in place)</i>	<p>1. As required by the Authority, the Contractor shall deliver a QRP in accordance with the requirements set out in Schedule 4 (Payment, Performance and Incentivisation Mechanism).</p> <p>2. For each month that a QRP is in place, the Contractor shall provide a summary of all outcomes and timescales for such QRP(s), and a progress update against such QRP(s).</p>	<i>MPRB</i>

Part C: Other Reports and Information

1 OTHER REPORTS AND INFORMATION

1.1 In addition to any other reporting requirements and/or requirements for the provision of Management Information (as set out in Part B of this Schedule 6 (Governance, Management Information, Reports, Records and Audit)) under this Contract, the Authority may require the Contractor to provide additional reports or information from time to time, including the following:

- (a) any security reports required pursuant to Schedule 8 (Security and Information Management);
- (b) reports on Force Majeure Events;
- (c) reports/information required in respect of the Publishable Performance Information; and
- (d) the Supply Chain Transparency Reports in accordance with paragraph 2 below,

and the Contractor shall promptly provide all reasonable assistance to, and shall cooperate with, the Authority by providing any additional reports and/or information required by the Authority, to assist the Authority in responding to and/or co-operating with any enquiry, review, investigation, initiative or request relating to the Contractor, the Contract and/or the Services.

2 REPORTING ON SME/VCSE SUB-CONTRACTS

2.1 In addition to any other reporting requirements set out in this Contract, the Contractor agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Reports to the Authority thirty (30) days prior to the end of each Financial Year by providing all of the information described in Appendix 3 (Supply Chain Transparency Information Template) and in accordance with any guidance issued by the Authority from time to time.

2.2 The Contractor acknowledges and accepts that the Authority may update Appendix 3 (Supply Chain Transparency Information Template) from time to time (including the data required and/or format) by via the Change Control Procedure.

3 ACCOUNTS

3.1 Without prejudice to the foregoing, the Contractor shall provide the Authority:

- (a) as soon as they are available, and in any event within sixty (60) Business Days after the end of the first six (6) months of each Financial Year of the Contractor during the Contract Term, a copy, certified as a true copy by an authorised representative of the Contractor, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Contractor and its Affiliates which would (if the Contractor 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 six (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 Contractor, but not later than one hundred and ninety (190) Business Days after the end of each accounting reference period of the Contractor part or all of which falls during the Contract Term, the Contractor's audited accounts and if applicable, of the consolidated audited accounts of the Contractor 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.

Part D: Records

1 RECORDS

- 1.1 The Contractor shall retain and maintain all the 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.
- 1.2 The Contractor shall make the Records available to the Authority for inspection on, and download from, the Shared Data Environment.
- 1.3 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.
- 1.4 The Contractor shall, during the Contract Term and a period of at least seven (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.
- 1.5 Records that contain financial information shall be retained and maintained in safe storage by the Contractor for a period of at least seven (7) years after the expiry or termination of this Contract.

2 SHARED DATA ENVIRONMENT

- 2.1 The Authority shall provide the Contractor a Shared Data Environment.
- 2.2 The Contractor shall ensure that the Management Information and Records hosted in the Shared Data Environment:
- (a) are readily accessible by all Authority nominated users required to have oversight of the information described in Appendix 1 (Records to be Maintained in the Shared Data Environment) of this Schedule 6 (Governance, Management Information, Reports, Records and Audit) and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the person uploading; and
 - (b) are structured and maintained in accordance with the security and cyber requirements as set out in this Contract including those set out in Schedule 8 (Security).

- 2.3 For the avoidance of doubt, the Shared Data Environment shall constitute Foreground IPR which shall be treated in accordance with the provisions of Clause 35 (Intellectual Property Rights) of the Contract.
- 2.4 The Contractor shall upload complete and accurate information specified in Appendix 1 (Records to be Maintained in the Shared Data Environment) following the creation of such information, in an appropriate format or such format as specified by the Authority.
- 2.5 Except for notices under Clause 69 (Notices), where the Contractor is under an obligation to provide information to the Authority in a provision under this Contract, then the Contractor's upload of that information onto the Shared Data Environment shall satisfy the Contractor's obligation to provide the Authority with that information provided that the Authority has access in accordance with this paragraph 2 and the uploaded information meets the requirements more particularly specified in the relevant provision.
- 2.6 The Contractor warrants that the information uploaded to the Shared Data Environment is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
- 2.7 In the event of a conflict between any requirement in this Contract (excluding Appendix 1 (Records to be Maintained in the Shared Data Environment)) for the Contractor to provide information to the Authority and the requirements set out in Appendix 1 (Records to be Maintained in the Shared Data Environment), the requirement elsewhere in this Contract shall prevail.
- 2.8 The Contractor shall alert the Authority by email as soon as information is uploaded or updated in the Shared Data Environment.

File Structure

- 2.9 The Contractor shall ensure that Records are uploaded to the Shared Data Environment in a logical manner, following a rational folder structure, and prescribed naming convention, as reasonably required by the Authority.
- 2.10 The Contractor shall maintain an electronic register of all Records uploaded to the Shared Data Environment to assist users in navigating the Shared Data Environment and locating and downloading Records as required. This electronic register shall be accessible from the Shared Data Environment and shall provide the current status and update version of each Record.

Part E: Audit

1 AUDIT FRAMEWORK

1.1 The Contractor shall comply with the following audit framework:

- (a) first party audits: internal audits carried out by the Contractor, as more fully described in paragraph 2 below;
- (b) second party audits: carried out by the Authority, and/or Audit Agents, as more fully described in paragraph 3 below; and
- (c) third party audits carried out by third party regulatory bodies, as more fully described in paragraph 4 below.

2 USE OF CONTRACTOR'S INTERNAL AUDIT TEAM (FIRST PARTY AUDITS)

2.1 The Contractor shall carry out internal audits in accordance with:

- (a) ISO 45001 (Occupational Health and Safety Management Matters), ISO 14001 (Environmental Management), and/or ISO 9001 (Quality Management System);
- (b) the 'International Safety Management' code for marine safety and against the applicable civilian codes and standards as set out in Schedule 9 (Standards) and as required by Law;
- (c) DSA02-DMR (Defence Maritime Regulations for Health, Safety and Environmental Protection) and applicable Defence Regulation; and
- (d) ISO 19011 (Guidance for Auditing Management Systems),

and, following completion of the internal audit, the Contractor shall provide a copy of the audit report to the Authority and shall facilitate the presentation of such report at the next Monthly Performance Review Board. The Contractor shall also ensure that the Authority has unfettered access to all relevant members of the Contractor's internal audit team for the purpose of understanding such audit reports.

2.2 For the purposes of an audit carried out pursuant to paragraph 3.1(r) of this Part E of Schedule 6 (Governance, Management Information, Reports, Records and Audit), in addition to any other rights under the Contract, the Authority may instruct the Contractor to carry out such an audit of any Sub-Contractor by an independent third party and, if so instructed, the Contractor shall deliver a report to the Authority within ninety (90) days of such instruction.

3 AUTHORITY AUDITS (SECOND PARTY AUDITS)

3.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Contract Term and for a period of eighteen (18) months thereafter, to assess compliance by the Contractor and/or its Sub-Contractors of the Contractor's obligations under this Contract, including for the following purposes:

- (a) to verify the effectiveness of the health, safety and environment protection management arrangements against civilian regulations and Defence Regulation for all relevant and associated contract areas;
- (b) to verify the integrity and content of any Annual Financial Report;
- (c) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);
- (d) to verify the Costs (including the amounts paid to all Sub-contractors and any third party contractors);
- (e) to verify the open book data set out in Clause 27.4 and/or the Certificate of Costs;
- (f) to verify the Contractor's and each Key Sub-Contractor's compliance with this Contract and applicable Law;
- (g) to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations;
- (h) to identify or investigate any circumstances which may impact upon the financial stability of the Contractor, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
- (i) to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial, regulatory or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (j) to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Contract;
- (k) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (l) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (m) to verify the accuracy and completeness of any Management Information delivered or required by this Contract;
- (n) to review any other Records relating to the Contractor's performance of the Services and to verify that these reflect the Contractor's own internal reports and records;
- (o) to review the Contractor's compliance with statutory requirements as well as applicable Standards;

- (p) to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date;
 - (q) to review the integrity, confidentiality and security of the Authority Data; and/or
 - (r) to carry out an unannounced or semi-announced inspection of any Site and speak directly to any Contractor Personnel in a confidential manner and in the native language of such Contractor Personnel in respect of workforce conditions, working or employment practices and recruitment practices.
- 3.2 Nothing in this Contract shall prevent or restrict the rights of the Auditor and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.
- 3.3 If any audit carried out pursuant to paragraph 3.1 identifies any non-conformities, then the Contractor shall promptly produce and implement an action plan to deal with such non-conformities, and:
 - (a) a copy of such action plan shall be promptly provided to the Authority;
 - (b) the Contractor shall provide the Authority with regular progress updates against such action plan at the subsequent Monthly Performance Review Board meetings, or as reasonably required by the Authority; and
 - (c) the non-conformities identified in the audit shall be resolved within three (3) months of the date of the auditor's report, or by such other date agreed between the Parties.

4 EXTERNAL / REGULATORY AUDITING (THIRD PARTY AUDITS)

- 4.1 The Contractor shall comply with and support any third-party regulatory bodies who wish to conduct an audit, including but not limited to Flag Administration, Classification Societies (acting on behalf of the MCA or the Authority), or regulators of the Authority including the Defence Maritime Regulator and the Naval Authority Group. The Contractor shall provide a copy of the audit report to the Authority and shall facilitate the presentation of such report, accompanied by a tracked progress update addressing the findings of such report, at the next Monthly Performance Review Board.
- 4.2 The Contractor shall comply with any reports produced by such third-party regulatory bodies.

5 CONDUCT OF AUDITS

- 5.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 5.2 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall

procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

- (a) all information requested by the Authority
- (b) reasonable access to any Sites, any Vessels which provide or may reasonably be expected to provide to the Services to the Authority, and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- (c) access to the Contractor System; and
- (d) access to Contractor Personnel.

5.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services against the applicable KPI at a level of detail sufficient to verify compliance with the KPIs.

5.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Business Days' notice of its intention to conduct an audit.

5.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 5, unless the audit identifies a material Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

6 RESPONSE TO AUDITS

6.1 If an audit undertaken pursuant to paragraphs 2 to 4 above identifies:

- (a) any major non-conformities then the Contractor shall immediately notify the Authority in writing of the same;
- (b) any non-conformities, then the Contractor shall promptly produce and implement an action plan to deal with such non-conformities, and:
 - (i) a copy of such action plan shall be promptly provided to the Authority;
 - (ii) the Contractor shall provide the Authority with regular progress updates against such action plan, as reasonably required by the Authority;
 - (iii) the non-conformities identified in the audit shall be resolved within three (3) months of the date of the auditor's report, or by such other date agreed between the Parties;
- (c) that the Contractor has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Contractor to correct such Default as soon as reasonably practicable and the provisions of Clause 49 (Contractor Default and Rectification Plan) shall apply;

- (d) that there is an error in any of the Management Information, then the Contractor shall rectify the error within five (5) Business Days or such other period specified by the Authority;
- (e) that the Authority has overpaid any Charges, the Contractor shall pay to the Authority:
 - (i) the amount overpaid;
 - (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Contractor; and
 - (iii) the reasonable costs incurred by the Authority in undertaking the audit,and the Authority may exercise its right to deduct such amount from the Charges if it prefers; and
- (f) that the Authority has underpaid any Charges, the Contractor shall not be entitled to increase the Charges paid or payable by the Authority.

7 AUDITS OF KEY SUB-CONTRACTORS

7.1 Without prejudice to any other provisions of this Part E (Audit), the Contractor shall:

- (a) be responsible for auditing any health, safety and environmental protection management arrangements, including compliance with the appropriate civilian regulations and Defence Regulations, put in place by a Key Sub-Contractor to the extent that such arrangements are relevant and/or applicable to the delivery of the Services or the performance of this Contract;
- (b) ensure that full copies of any audit reports for the Key Sub-contractors are promptly made available to the Authority on the Shared Data Environment (and the Authority shall be entitled to rely on such audit reports).

APPENDIX 1
RECORDS TO BE MAINTAINED IN THE SHARED DATA ENVIRONMENT

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
1. The original Contract		A full copy of the contract and its schedules as at the Effective Date. This is not to be removed or updated.	Within five (5) Business Days of Effective Date.
2. The conformed, current version of the Contract	Schedule 19 (Change Control Procedure)	A full copy of the contract and its schedules, to be kept up to date to show all amendments to such documents.	As required by Schedule 19 (Change Control Procedure).
3. Management Information	Part B (Management Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit)	Copies of all Management Information to be provided by the Contractor.	As required to be provided by the Contractor as set out in Part B (Management Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit).
4. Expert Reports		All reports and other documentation submitted by experts, including audit reports, vessel or equipment survey reports, including Flag and Class Certification surveys and other statutory certification reports.	Within five (5) Business Days of receipt of report.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
5. Formal notices served on the Contractor by external bodies		Any notices served on the Contractor by an external body (in relation to the performance/delivery of the Contract or the Services) including those issued by the MCA, Health and Safety Executive or Government or Authority Execute or Regulatory Body.	Within two (2) Business Days of such notice being served on the Contractor.
6. Personnel Records	Schedule 28 (Key Personnel)	Records relating to the appointment and succession of the Contractor Representative and each of the Key Roles, and their contact details for the purposes of the Contract.	At the Effective Date and within five (5) Business Days of any update.
7. Force Majeure		Documents prepared by the Contractor or received by the Contractor from a third party relating to a Force Majeure Event.	Within two (2) Business Days of receipt.
8. Certificates and Licenses		All certificates, licences, registrations or warranties in each case obtained by the Contractor in relation to the Contract or the provision of the Services.	Within two (2) Business Days of receipt.
9. Dispute Notices	Schedule 30 (Dispute Resolution Procedure)	Documents submitted by the Contractor pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.	As soon as available in accordance with the timeframes set out in Schedule 30 (Dispute Resolution Procedure).
10. Ownership or Interest	Clause 30 (Change of Control of Contractor)	Documents evidencing any change in ownership or any interest in any or all of the shares in the Contractor and/or the Guarantor, where such change may cause a Change of	As soon as available in accordance with the timeframes set out in Clause

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
		Control; and including documents detailing the identity of the persons changing such ownership or interest.	30 (Change of Control of Contractor).
11. VAT documents	Clause 21 (Value Added Tax and Other Taxes)	Where required in accordance with Clause 21 (Value Added Tax and Other Taxes).	As soon as available in accordance with the timeframes set out in Clause 21 (Value Added Tax and Other Taxes).
12. Accounts	Part C (Other Reports and Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit).	Audited and un-audited accounts to be provided by the Contractor as set out in Part C (Other Reports and Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit).	As required to be provided by the Contractor as set out in Part C (Other Reports and Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit).
13. HSEP Records		Records required to be retained by the Contractor by Law, including in relation to health, safety, environmental protection and health and safety files and all consents.	On the Service Commencement Date and within two (2) Business Days of any update.
14. Insurance Documents		All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.	Documents: Within fifteen (15) calendar days of the date on which the relevant

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
			<p>risk commences or the date of renewal.</p> <p>Claims: Immediately in accordance with Clause 48.11.</p> <p>Claims Register pursuant to Clause 48.12: To be maintained within two (2) Business Days of any update.</p>
15. Vessel Safety and Environmental Cases		<p>Safety and Environmental Cases for every Vessel, including Vessels providing Affected Services. To include:</p> <ul style="list-style-type: none"> (a) details of assurance / review activities; (b) certification plans with issued certificates of compliance; (c) traceable body of evidence documentation suite; and (d) a monthly summary of the status of Safety and Environmental Cases, assurance activities and applicability describing any significant changes or findings. 	In accordance with the Contractor's Asset Management Plan.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
16. Sub-Contracts	Clause 33 (Sub-Contracting) and Clause 34 (Key Sub-Contracts)	Information, including copies of Sub-Contracts and any other details required by the Authority, as set out in Clause 33 (Sub-Contracting) and Clause 34 (Key Sub-Contracts), and any updates to such information.	In accordance with the timeframes set out in in Clauses 33 (Sub-Contracting) and 34 (Key Sub-Contracts). Updates to be uploaded within two (2) Business Days of such update.
17. Financial Distress Remediation Plan	Schedule 25 (Financial Distress)		As soon as reasonably practicable and in any event within ten (10) Business Days of initial notification or awareness of a Financial Distress Event.
18. Other documents to be provided pursuant to Schedule 25 (Financial Distress)	Schedule 25 (Financial Distress)	Any documents and or information the Contractor is required to provide to the Authority pursuant to Schedule 25 (Financial Distress).	As soon as available in accordance with the timeframes set out in Schedule 25 (Financial Distress).
19. Changes	Schedule 19 (Change Control Procedure)	All documents relating to Changes agreed pursuant to the Change Control Procedure, including: (a) an up to date Change Register;	Within five (5) Business Days of a Change becoming effective in accordance with the Change Control Procedure.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
		(b) copies of all completed Change Forms; and (c) a conformed copy of the Contract updated to reflect the Change as agreed in the relevant DEFFORM 10B.	
20. IPR/Authority Data		IPR Register/ details of how/where all Authority Data is held.	On the Service Commencement Date and within two (2) Business Days of any update.
21. Data protection records	Clause 42 (Protection of Personal Data)	Complete and accurate records and information as necessary to fulfil its obligations under Clause 43 (Protection of Personal Data).	As soon as available.
22. Exit Information	Schedule 21 (Exit Management)	The Exit Information as described in Schedule 21 (Exit Management).	On reasonable notice given by the Authority at any point during the Contract Term.
23. Service Delivery Procedures	Schedule 21 (Exit Management)	The Service Delivery Procedures as described in Schedule 21 (Exit Management).	On the Service Commencement Date and within two (2) Business Days of any update.
24. Exit Management Services supporting documentation and	Schedule 21 (Exit Management)	All documentation supporting the Exit Management Services and all knowledge transfer material	On the Service Commencement Date and

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
knowledge transfer material			within two (2) Business Days of any update.
25. 'Safe to Operate' Vessel documentation		<p>For each Vessel:</p> <ul style="list-style-type: none"> (a) bill of sale; (b) letter of authority (in place of certificate of incorporation); (c) declaration of eligibility; (d) registration fee; (e) safe manning document (MSF 4227); (f) UK radio licence; (g) civil liability certification P&I blue cards; (h) radio call sign; (i) wreck removal certificate (If applicable); and (j) CSR Form 2 (continuous synopsis amendment form MSF 5623). 	On the Service Commencement Date and within two (2) Business Days of any update and/or the introduction of any substitute Vessel to provide the Services.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
26. Vessel compliance and certification documentation		<p>Documents to demonstrate and verify compliance with mandatory rules and regulations, to include for each Vessel:</p> <ul style="list-style-type: none"> (a) ships statutory certificates; (b) class certificate; (c) workboat certificate; (d) safety management certificates; (e) tonnage certificate; (f) load line certificate; (g) LSA certification; (h) load tests; and (i) Affected Services certificate of compliance. 	On the Service Commencement Date and within two (2) Business Days of any update.
27. Vessel operational documents		Supporting evidence for the certification process to prove that codes, guidelines and standards recommended by the IMO, MCA, DMR and other industry bodies have been met and taken into consideration and incorporated into the Company SEMS, including:	On the Service Commencement Date and within two (2) Business Days of any update.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
		(a) Safety and Environmental Cases; (b) HAZiD logs; (c) stability book; (d) garbage book; (e) shipboard oil pollution emergency plan (SOPEP); (f) safety management manuals; (g) P&I insurance; (h) inventories of hazardous materials; (i) waste management plan; (j) hazardous materials log including asbestos, COSHH etc.; and (k) MCTA/NAG explosives documentation in support of CSE.	
28. Safety Management System		Procedures for the safe operation of each Vessel (to be kept up to date throughout the Contract Term) as required by the ISM Code and set out in the Safety Management System.	On the Service Commencement Date and

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
			within two (2) Business Days of any update.
29. Document of Compliance	Clause 6.2 (Services)	The Document of Compliance issued by the MCA to the Contractor in accordance with the ISM Code. Contractor to provide in accordance with Clause 6.2 (Services).	On Service Commencement Date and within two (2) Business Days of any update.
30. Safety Management Certificate	Clause 6.2 (Services)	The Safety Management System issued by the MCA to a Vessel which signifies that the Contractor and its shipboard management operate in accordance with the approved Safety Management System (1.1.6 of the ISM Code). Contractor to provide in accordance with Clause 6.2 (Services).	On Service Commencement Date and within two (2) Business Days of any update.
31. Third Party Contract	Clauses 33 (Sub-Contracting) and 34 (Key Sub-Contracts)	Details of all Third Party Contracts	On the Service Commencement Date and within two (2) Business Days of any update.
32. Publishable Performance Information	Clause 41 (Transparency and Freedom of Information) and Schedule 6 (Governance, Management	The information required by Clause 42 (Transparency and Freedom of Information) and Schedule 6 (Governance, Management Information, Reports, Records and Audit), in an appropriate format appropriate for publishing.	On the Service Commencement Date and within two (2) Business Days of any update.

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
	Information, Reports, Records and Audit)		
33. Sustainability reports	Schedule 9 (Standards)	Ad hoc sustainability reports as may be required in accordance with Schedule 9 (Standards).	As soon as available in accordance with the timeframes specified by the Authority.
34. Supply Chain Transparency Reports	Schedule 6 (Governance, Management Information, Reports, Records and Audit)	The information required as set out in Part C (Other Reports and Information) of this Schedule 6 (Governance, Management Information, Reports, Records and Audit)	As soon as available in accordance with the timeframes set out in Part B (Other Reports and Information) of this Schedule 6 (Governance, Management Information, Reports, Records and Audit).
35. Public Store Account information	Clause 17 (Accounting for GFE)	The information required in accordance with Clause 17 (Accounting for GFE).	As soon as available and as updated in accordance with DEFSTAN 05-099.
36. PPT records	Clause 21 (Value Added Tax and Other Taxes)	All records relating to PPT for the Contractor and Sub-Contractors.	As soon as available.
37. Supply Chain Resilience and Risk	Clause 33.10 (Supply Chain Protection)	The completed/updated Supply Chain Resilience and Risk Awareness Mapping Template.	Within five (5) Business Days of the Effective Date and within the timeframes

(1) REQUIRED DATA	(2) APPLICABLE CONTRACT REFERENCE	(3) FURTHER DETAIL (if applicable)	(4) UPLOAD DATE
Awareness Mapping Template			specified in Clause 33.10 (Supply Chain Protection) of this Contract.

APPENDIX 2
PUBLISHABLE PERFORMANCE INFORMATION – KEY PERFORMANCE INDICATOR DATA REPORT TEMPLATE

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Services Availability - i.e. that the contractor has delivered the services On Time In Full	Good – On Time In Full Overall performance across all KPIs is monitored at an aggregate level	Monthly				Overall performance across all KPIs is monitored at an aggregate level
Management Information – i.e. that the contractor provides the required Management Information On Time In Full	Good – On Time In Full Overall performance across all KPIs is monitored at an aggregate level	Monthly				Overall performance across all KPIs is monitored at an aggregate level
Social Value						

* Publishable fields. Note that, out of the four Rating Thresholds, only the 'Good' threshold is published.

APPENDIX 3
SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

	Financial Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year	£[]	[]	£[]	[]

APPENDIX 4
FORM OF END USER QUESTIONNAIRE

Date/Time of Task	Service Description (simple description of Task delivered)	On Time in Full score 1 - 5 (where 1 = requires improvement 5 = exemplary delivery)	Quality score 1 - 5 (where 1 = requires improvement 5 = exemplary delivery)	Safety score 1 - 5 (where 1 = requires improvement 5 = exemplary delivery)	Comments (if necessary) (Contractor to link Task delivered to SOR Line Item; End User to comment on any/all 1 or 5 scores given for On Time in Full)

APPENDIX 5
SOCIAL VALUE MEASUREMENT AND REPORTING

1. The Contractor shall deliver its social value obligations in accordance with the Social Value Plan and the table below.
2. The Authority will monitor the ongoing delivery of the Social Value Plan and performance against the social value KPIs. The Contractor shall report on, and provide progress updates in relation to, the delivery of the Social Value Plan and the social value KPIs as part of the Monthly Performance and Activity Report and the Annual Performance and Activity Report.

No	Deliverable / Commitment	Theme	Policy Outcome	Measure – including reporting metrics (and unit of reporting)	Reporting Timescale
1	Employment and Education & Training	Tackling economic inequality	Create new businesses, new jobs, and new skills		Monthly, as part of the Monthly Performance and Activity Report, and the Annual Performance and Activity Report
2	Influence environmental protection and improvement	Fighting climate change	Effective stewardship of the environment		Monthly, as part of the Monthly Performance and Activity Report, and the Annual Performance and Activity Report
3	Support health and wellbeing in the workforce	Wellbeing	Improve health and wellbeing		Monthly, as part of the Monthly Performance and Activity Report, and the Annual Performance and Activity Report

