

9.9 COSTS FOR CONTRACT CHANGES AND WORK REQUESTS

9.10 Subject to Paragraph 9.12 below, the costs:

- (a) of preparing each Contract Change and Work Request shall be borne by the Party making the Contract Change or Work Request; and
- (b) incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Contract Change or Work Request (as applicable) provided that the Authority shall not be required to pay any such costs if:
 - (i) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Goods and Services; or
 - (ii) such costs exceed those in the accepted Impact Assessment Estimate.

9.11 The cost of any Contract Change or Work Request shall be calculated and charged in accordance with sub-Paragraph 9.11(a) and (b) below. The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change or Work Request requires additional resources and, in any event, any change to the Charges resulting from a Contract Change or Work Request (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Goods and Services (as amended by the Contract Change or Work Request, as applicable). The cost of any Contract Change or Work Request shall be calculated as follows:

- (a) the Supplier shall comply with the principles and day rates or day costs (as applicable) set out in Schedule 7.1 (*Charges and Invoicing*); or
- (b) if a fixed price or capped price, as applicable, is requested by the Authority, the Supplier will work in good faith with the Authority to provide a fixed price or capped price, as applicable, in accordance with Paragraph 5 of Part A of Schedule 7.1 (*Charges and Invoicing*).

9.12 Both Parties' respective costs incurred in respect of compliance with this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

10 COMMUNICATIONS

10.1 Each Party agrees to communicate with the other Party under or in connection with this Schedule using Atamis or the ITSM Product (as applicable), which shall be the primary method of communication. References in this Schedule to communication "in writing" or through the forms in Annexes 1 and 2 shall refer to the alternative methods that may be used if Atamis or the ITSM Product (as applicable) are not appropriate.

10.2 Clause 45 (*Notices*) shall apply to any notice or communication given by either Party to the other Party using the agreed Atamis system or ITSM Product.

10.3 The Supplier acknowledges that any Contract Change or Work Request issued by the Supplier may be issued by the Authority to Other Suppliers (subject to redaction of any commercially sensitive information), who may be:

- (a) connected (directly or indirectly) to the proposed delivery model for the proposed Contract Change; and/or
- (b) receiving a service that is likely to be affected by the Contract Change or Work Request (as applicable);

for their review, comment and feedback, which the Authority (acting through the IT Change and Improvement Board) may disclose to the Supplier (but is under no obligation to do so)

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and may use to influence its decision whether or not to approve or reject the proposed Contract Change or Work Request.

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ANNEX 1: CONTRACT AUTHORISATION NOTE

In accordance with Paragraph 3 of this Schedule, the form below in this Annex 1 shall be used in connection with Contract Changes, unless otherwise directed by the Authority to use similar forms set out in the Atamis system.

Contract Authorisation Note

CR No.:	TITLE:	DATE RAISED:
PROJECT - Associated Work Request Reference(s):	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES: (NOTE, IF THE URGENT CHANGE PROCESS HAS BEEN INVOKED DETAILS TO BE INCLUDED)		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date:

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Change information to be captured for the automation of the Change Log in Atamis

Contract Name:		Supplier:										
Change Details		Change Initiation							Sign Off			
Change Ref. No.	Status (choose from Drop down menu)	Description of Change	Change Raised by (organisation/ name/ title/ team)	Reason for change (e.g. changing needs, savings initiative, issues with original contract provision etc.)	Change approved in principle by:	Change notice sent to supplier (date)	Impact of Change		Change Progress comments	Change approved for implementation by: (name / title)	Change sign off date (date of sign off of the amended contract documentation)	Change implementation date (start of new/ amended provision by supplier)
							Cost (provide total cost of change)	Time (insert date of any extension to the original contract term or programme)				
▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼	▼

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ANNEX 2: WORK REQUESTS

In accordance with Paragraph 4 of this Schedule, the forms below in this Annex 2 shall be used in connection with Work Requests, unless otherwise directed by the Authority to use similar forms set out in the ITSM Product. The appropriate tracking and approval information for the Work Requests shall be managed within the ITSM Product.

PART A: Work Request Initiation

WORK REQUEST			
WR NUMBER:		Urgent change process invoked: Yes / No (delete as applicable):	
PART A: Initiation (requestor to complete)			
TITLE:			
Requester Details	Name:	Phone Number:	
	Role:	Email Address:	
Date of Request:	Date Response Required:	Fast-track: Yes / No (delete as applicable):	
Details of Request			
(text box for full details of request)			
IT Change and Improvement Board comments:			Date Signed Off:
Date sent to Supplier:			

PART B: Supplier's Impact Assessment

PART B: Impact Assessment	
Date Supplier received request from Authority:	
Proposed solution (text box for full details of proposed solution)	
Full details of Impact Assessment: (text box for full details of Impact Assessment)	
List of Attachments:	
Expiry date of this response:	
Contract Authorisation Note Required: Yes / No (delete as applicable):	
Supplier Approvals	
Work Request Approver:	
Date Impact Assessment issued to Authority:	

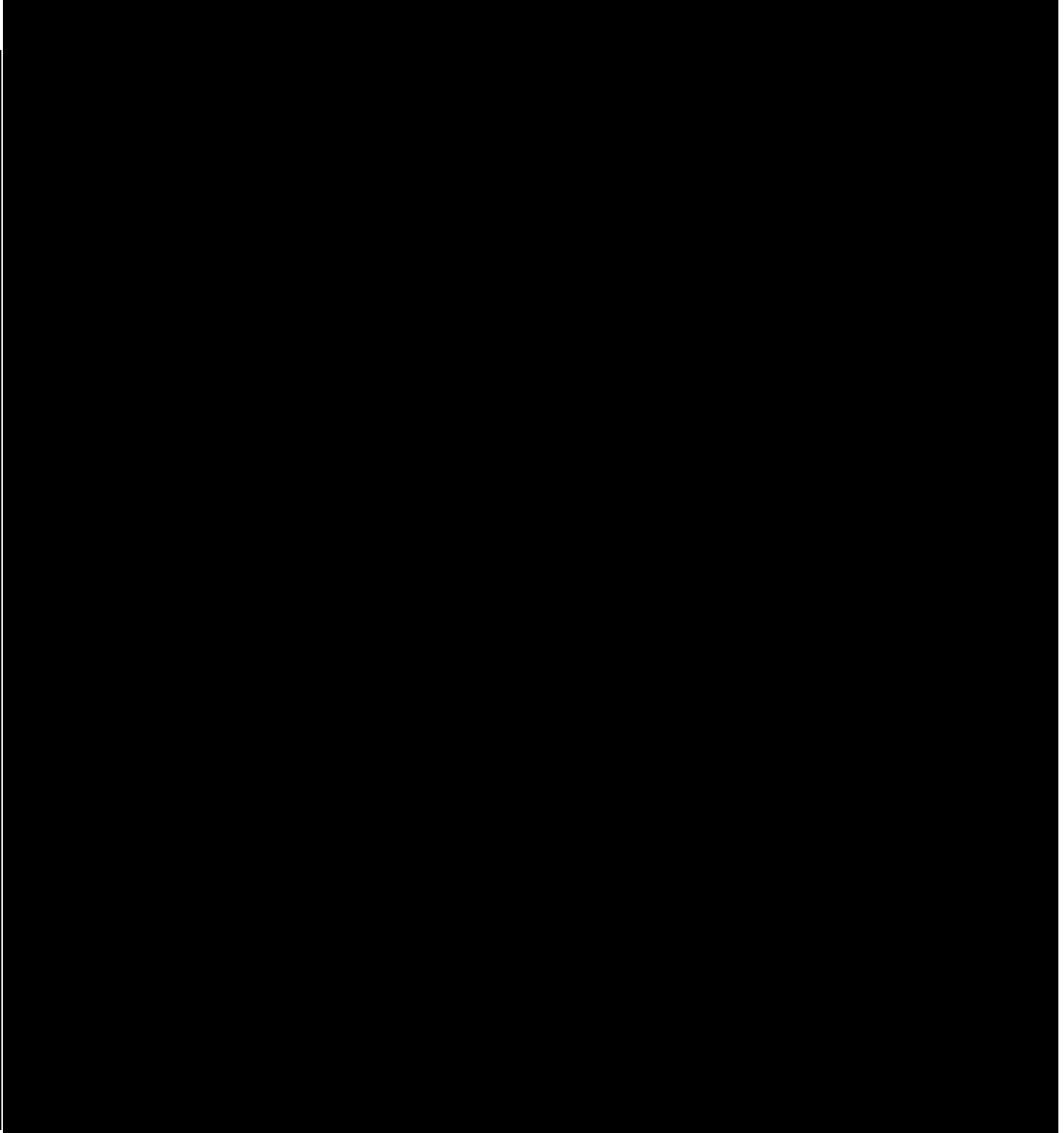
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PART C: Work Request Approval / Sign-off

PART C: Sign-off	
Date Impact Assessment returned to Supplier for clarification/correction:	
Details of clarification/correction request:	
Date amended Impact Assessment returned to Authority:	
SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

ANNEX 3: EXAMPLES OF WORK REQUESTS

The Authority has defined 4 categories of Work Request, examples are set out in the table in this Annex 3.



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SCHEDULE 8.3

DISPUTE RESOLUTION PROCEDURE

SCHEDULE 8.3

DISPUTE RESOLUTION PROCEDURE

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Counter Notice”	has the meaning given in Paragraph 7.2 of this Schedule;
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of this Schedule to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 6 of this Schedule;
“Mediation Notice”	has the meaning given in Paragraph 4.2 of this Schedule;
“Mediator”	the independent third party appointed in accordance with Paragraph 5.2 of this Schedule to mediate a Dispute;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 9.6 of this Schedule;
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 9.6 of this Schedule;
“Related Third Party”	a party to: (a) another contract with the Authority or the Supplier which is relevant to this Agreement; or (b) a Sub-contract; and
“Supplier Request”	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 DISPUTE NOTICES

2.1 If a Dispute arises then the Parties shall follow the procedure set out in this Paragraph 2.1 before either Party may issue to the other a Dispute Notice:

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- (a) the Authority Service Director and the Supplier Service Director shall attempt in good faith to resolve the Dispute;
- (b) if the Authority Service Director and Supplier Service Director are for any reason unable to resolve the Dispute within five (5) Working Days, the Dispute shall be referred to the Authority Head of Workspace, IT Commercial and Finance and the Supplier Commercial Director who shall attempt in good faith to resolve it;
- (c) if the Authority Head of Workspace, IT Commercial and Finance and the Supplier Commercial Director are for any reason unable to resolve the Dispute within five (5) Working Days of it being referred to them, the Dispute shall be referred to the Authority Executive and the Supplier Executive who shall attempt in good faith to resolve it; and
- (d) if the Authority Executive and the Supplier Executive are for any reason unable to resolve the Dispute within ten (10) Working Days of it being referred to them, either Party may then issue to the other a Dispute Notice.

2.2 A Dispute Notice:

- (a) shall set out:
 - (i) the material particulars of the Dispute;
 - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- (b) may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 of this Schedule that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 below shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2(b) above, then if it is served by the:

- (a) Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and
- (b) Supplier, it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 9 of this Schedule shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 of this Schedule and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

- (a) first by commercial negotiation (as prescribed in Paragraph 4 of this Schedule);
- (b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5 of this Schedule); and
- (c) lastly by recourse to arbitration (as prescribed in Paragraph 7 of this Schedule) or litigation (in accordance with Clause 47 (*Governing Law and Jurisdiction*)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6 of this Schedule) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1 of this Schedule.

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- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 of this Schedule.

3 EXPEDITED DISPUTE TIMETABLE

- 3.1 Subject to Paragraph 3.4 of this Schedule and in exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 above or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- (a) in Paragraph 4.2(c), ten (10) Working Days;
 - (b) in Paragraph 5.2, ten (10) Working Days;
 - (c) in Paragraph 6.2, five (5) Working Days; and
 - (d) in Paragraph 7.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2 of this Schedule). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.
- 3.4 Where a Dispute has arisen in relation to the following:
- (a) any unpaid invoices;
 - (b) failure to agree the classification of any unresolved Test Issue under Paragraph 9.3 of Schedule 6.2 (Testing Procedures);
 - (c) failure to agree the contents of the Exit Plan under Paragraph 5.2 of Schedule 8.5 (Exit Management); and
 - (d) failure to agree the contents of the Service Continuity Plan under Paragraph 2.4(b) of Schedule 8.6 (Service Continuity Plan and Disaster Recovery Plan),
- the Parties shall follow the Expedited Dispute Timetable described in this Paragraph 3.

4 COMMERCIAL NEGOTIATION

- 4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority Head of Workspace, IT Commercial and

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Finance and the Supplier Commercial Director.

4.2 If:

- (a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- (b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
- (c) the Parties have not settled the Dispute in accordance with Paragraph 4.1 above within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 below (a "**Mediation Notice**").

5 **MEDIATION**

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6 **EXPERT DETERMINATION**

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 of this Schedule or, if applicable, mediation in accordance with Paragraph 5 of this Schedule, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 6.1 above, or if the person appointed is unable or unwilling to act, the expert shall be appointed if the Dispute relates to:
 - (a) any aspect of the technology underlying the provision of the Goods and/or Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
 - (b) a matter of a financial technical nature, on the instructions of the President of the

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Institute of Chartered Accountants of England and Wales; or

- (c) a matter of a technical nature not falling within Paragraphs 6.2(a) or (b) of this Schedule, on the instructions of the president (or equivalent) of:
 - (i) an appropriate body agreed between the Parties; or
 - (ii) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 6.1 of this Schedule, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

- (a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- (b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7 ARBITRATION

7.1 Subject to compliance with its obligations under Paragraph 4.1 of this Schedule and to the provisions of Paragraph 6 of this Schedule, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5 of this Schedule.

7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 of this Schedule or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

7.3 If the Authority serves a Counter Notice, then if the Counter Notice requires the Dispute to be:

- (a) referred to arbitration, the provisions of Paragraph 7.5 below shall apply; or
- (b) subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

7.4 If the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2 above the Supplier may either commence arbitration proceedings

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in accordance with Paragraph 7.5 below or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

- 7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4 of this Schedule:
- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5(e), (f) and (g) of this Schedule);
 - (b) the arbitration shall be administered by the LCIA;
 - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the chair of the arbitral tribunal shall be British;
 - (f) the arbitration proceedings shall take place in London and in the English language; and
 - (g) the seat of the arbitration shall be London.

8 URGENT RELIEF

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- (a) for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - (b) where compliance with Paragraph 2.1 of this Schedule
 - (c) and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9 MULTI-PARTY DISPUTES

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").
- 9.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**".
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

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- 9.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within five(5) Working Days whether the Dispute is:
- (a) a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
 - (b) not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8 of this Schedule.
- 9.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- (a) the Authority;
 - (b) the Supplier;
 - (c) each Related Third Party involved in the Multi-Party Dispute; and
 - (d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - (b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - (c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- (a) either Party may serve a Mediation Notice in respect of the Multi- Party Dispute in which case Paragraph 5 of this Schedule shall apply;

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- (b) either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 of this Schedule shall apply; and/or
- (c) subject to Paragraph 9.9 below, Paragraph 7 of this Schedule shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

- 9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 of this Schedule or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

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SCHEDULE 8.4

REPORTS AND RECORDS PROVISIONS

SCHEDULE 8.4

REPORTS AND RECORDS PROVISIONS

1 TRANSPARENCY REPORTS

- 1.1 Within three (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 reports in accordance with Annex 1 of this Schedule (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 of this Schedule.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 1.2 of this Schedule 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

- 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 2.4 (*Security Management*) and Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
 - (c) reports which the Supplier is required to supply as part of the Management Information including reports on: Contract Change Requests, Change Authorisation Notes, Work Requests, project reports, licencing renewals, Third Party Contract renewals, Supplier obligations compliance, website certificate renewal, invoicing, trend analysis and Service Credits (as applicable);
 - (d) annual reports on the Insurances;
 - (e) security reports; and
 - (f) Force Majeure Event reports.
- 2.2 The Supplier shall ensure that all Information used in the reports and records shall also be available electronically via the ITSM Dashboard for the purposes of the Authority accessing real time reporting on such Information.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1, Annex 1 and Annex 2 of this Schedule (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 (whether in electronic or hard-copy form); 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.
- 3.4 The Supplier shall, during the Term and a period of at least seven (7) years following the end of the Term, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Goods and 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 seven (7) years after the end of the Term.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority as soon as they:
- (a) are available, and in any event within sixty (60) Working Days after the end of the first 6 months of each Financial Year of the Supplier or the Other Consortium Member (as applicable) during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its ultimate parent company's un-audited interim accounts as at the end of and for each such six (6) month period; and
 - (b) have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier or the Other Consortium Member (as applicable), but not later than one hundred and thirty (130) Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the audited accounts of the Supplier and each Other Consortium Member 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.

4 DOCUMENTARY DELIVERABLES AND STORAGE LOCATION

- 4.1 In accordance with Schedule 2.1 (*Services Description*), the Supplier is required to use to store, manage and maintain all Documentation in the Authority Document Management System, the ITSM Dashboard and/or the Supplier Knowledge Management System, as applicable. The Supplier shall upload the Documentary Deliverables to the relevant storage repository as expressly identified in the table in Annex 3.
- 4.2 The Parties acknowledge and agree that the provisions of Schedule 8.4 (*Reports and Records*) and the content of the table in Annex 3 to this Schedule 8.4 (*Reports and Records*) below shall apply as at the Effective Date.
- 4.3 The Parties acknowledge and agree that in relation to any timings set out in the table in Annex 3 below:
- (a) if such relevant timing relates to a time or deadline set out in another Schedule to this Agreement (other than this Schedule 8.4 (*Reports and Records*)), and there is a conflict between the time or deadline set out in such relevant other Schedule and the timing or deadline set out in the table in Annex 3 below, then the timing set out in such relevant other Schedule shall apply and prevail; and
 - (b) if such relevant timing relates to another Schedule to this Agreement (other than this Schedule 8.4 (*Reports and Records*)) which does not contain a time

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or deadline, then such timing in the table in Annex 3 to this Schedule 8.4 (*Reports and Records*) below shall apply.

- 4.4 The Parties acknowledge and agree that in relation to any provision or content set out in the table in Annex 3 to this Schedule 8.4 (*Reports and Records*) below:
- (a) if such relevant provision or content is a summary of a provision or content set out in the relevant other Schedule to which it relates, and there is a conflict between this provision or content and the provision or content set out in the table in Annex 3 to this Schedule 8.4 (*Reports and Records*) below, then the provision or content in the relevant other Schedule shall apply and prevail; and
 - (b) if the relevant other Schedule to which the obligation relates does not contain any provision or content, then such provision or content in the table in Annex 3 to this Schedule 8.4 (*Reports and Records*) shall apply.
- 4.5 From the Effective Date, the Parties shall work together in good faith to review and amend Schedule 8.4 (*Reports and Records*) as agreed by the Parties. The Parties agree that any amendments made to Schedule 8.4 (*Reports and Records*) shall be agreed within three (3) months of the Effective Date.
- 4.6 From the date upon which the amended Schedule 8.4 (*Reports and Records*) is agreed, the provisions of Paragraphs 4.3, 4.4 & 4.5 shall no longer apply.

ANNEX 1: TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
FINANCIAL REPORTING			
<i>Charges and Invoicing</i>	Aged Debt Fund Trackers Project Costs Operational Service Charges/Credits Spend Forecast	Excel	Monthly
PERFORMANCE REPORTING			
<i>Performance management</i>	Contract Change Requests, Change Authorisation Notes, Work Requests, project reports, Supplier obligations compliance, trend analysis and Service Credits, risk management	Excel	Monthly
<i>Service Levels (KPI and SPI)</i>	As per Paragraph 1.2(a) of Part B of Schedule 2.2 (<i>Performance Levels</i>)	Excel	Monthly
SUPPLY CHAIN REPORTING			
<i>Supply Chain Transparency Information (Sub-contractors and Key Sub-contractors)</i>	As per Clause 15.34 (<i>Management Charges and Information</i>)	Excel	Monthly
<i>Notified Key Sub-contractors</i>	The table set out in Schedule 4.3 (<i>Notified Key Sub-contractors</i>), save for the "Credit Rating Threshold" column which shall be redacted.	Excel	Monthly

ANNEX 2: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

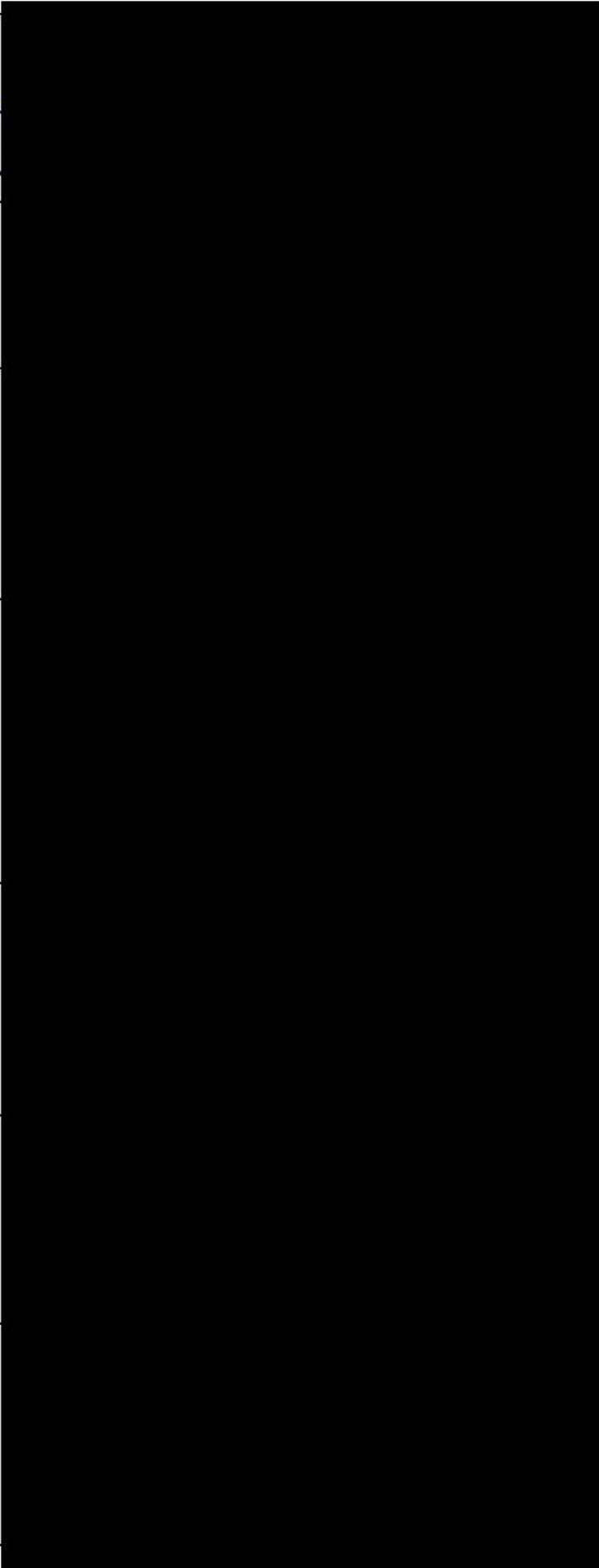
- 1 This Agreement, its Schedules and all amendments to such documents.
- 2 All other documents which this Agreement expressly requires to be prepared including all Management Information required under this Schedule 8.4, and all records expressly identified in Part A of Schedule 2.1 (*Services Description*) and Schedule 2.2 (*Performance Levels*).
- 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 Goods and 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 Goods and Services.
- 8 All Management Information, certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Goods and 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 any 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 each 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 2.4 (*Security Management*).
- 18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

ANNEX 3: DOCUMENTARY DELIVERABLES AND STORAGE LOCATION

Applicable Clause / Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)	Which document repository system (i) ITSM Dashboard; (ii) Authority Document Management System; and (iii) Service Knowledge Management System)?

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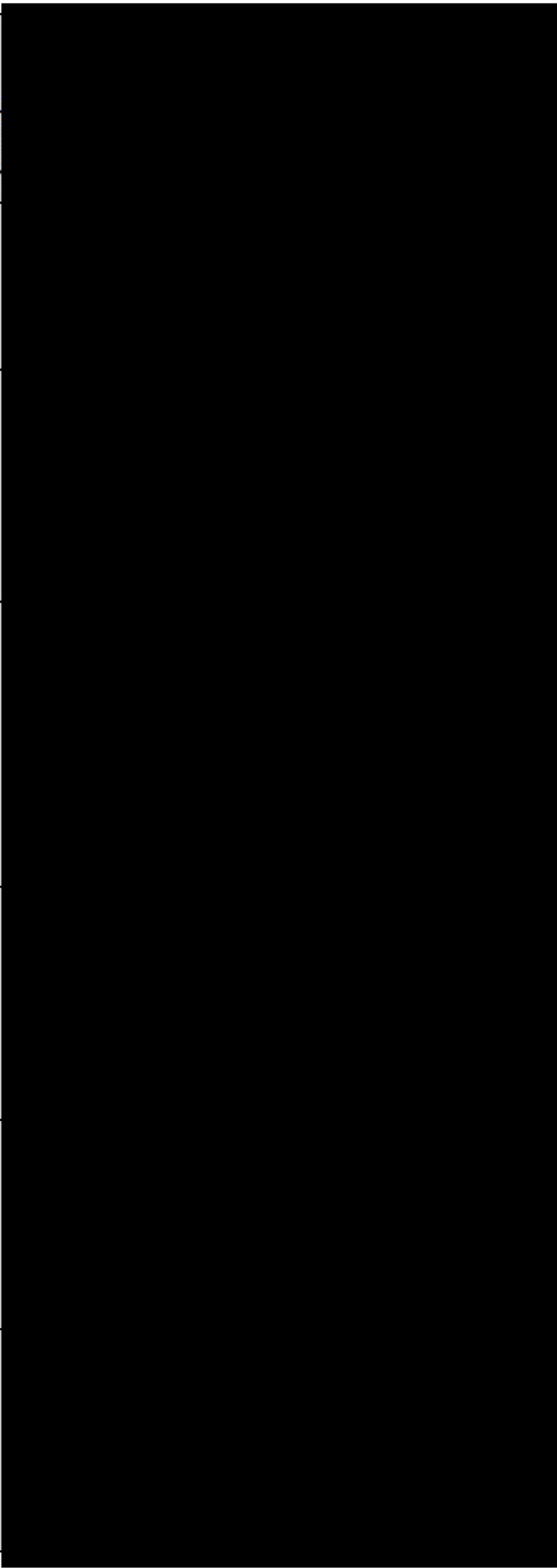


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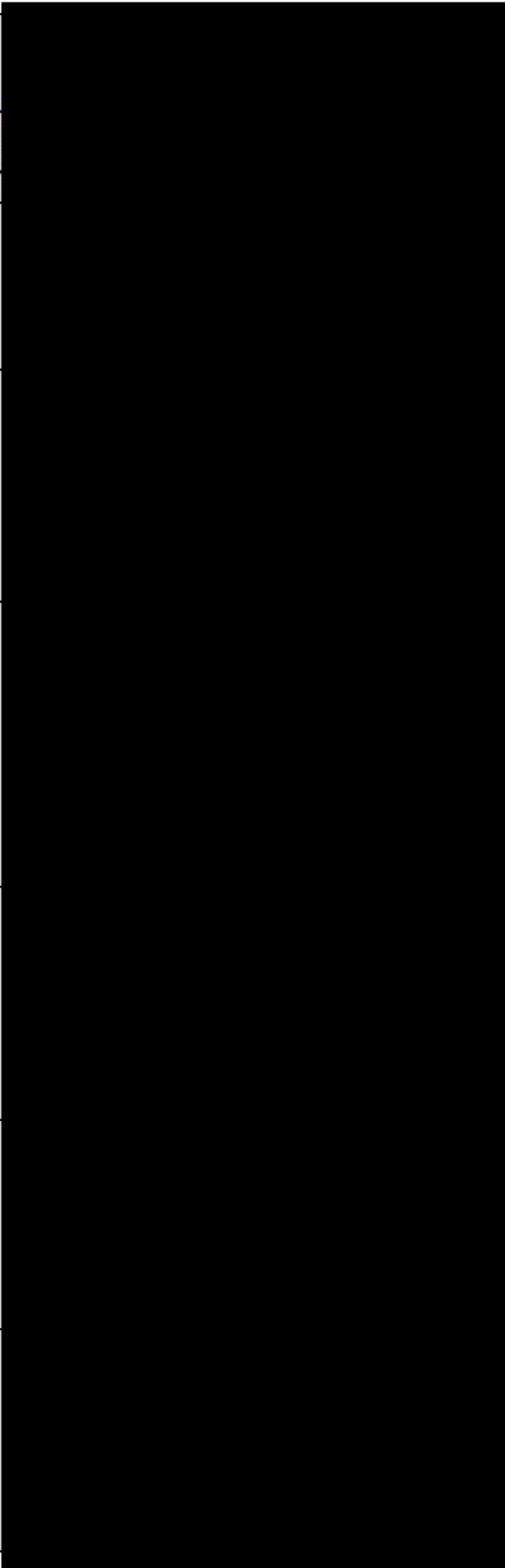
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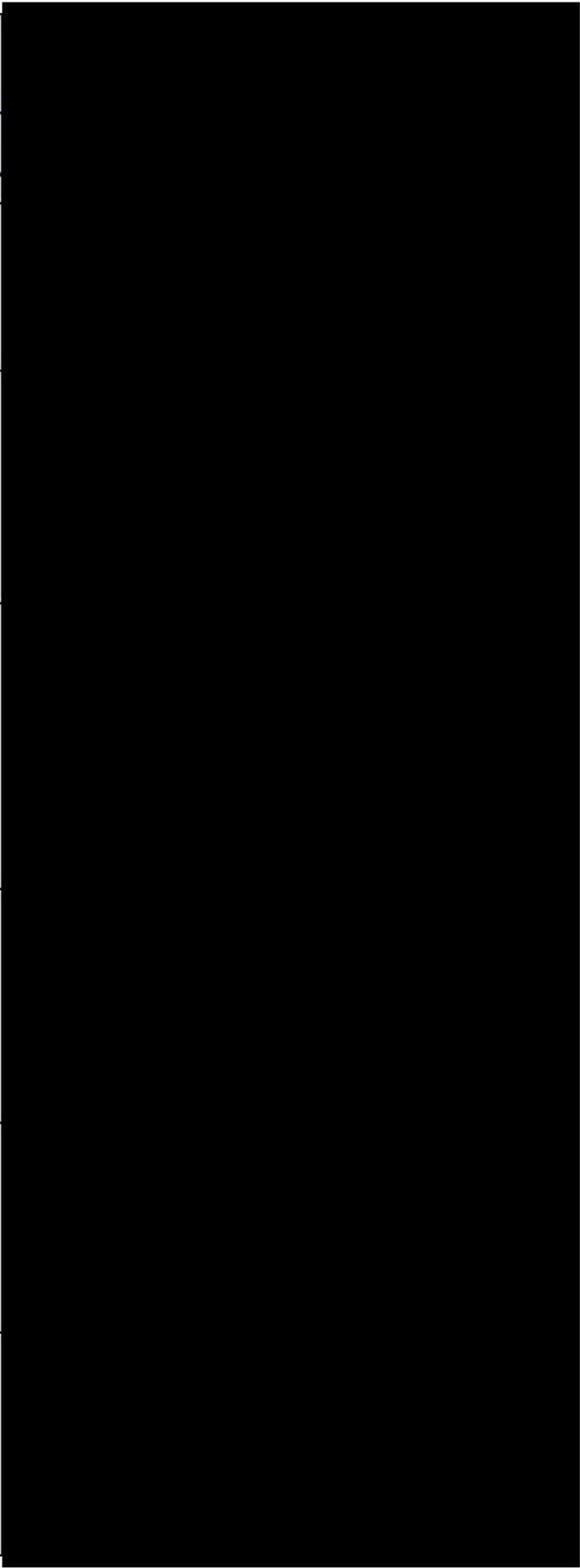
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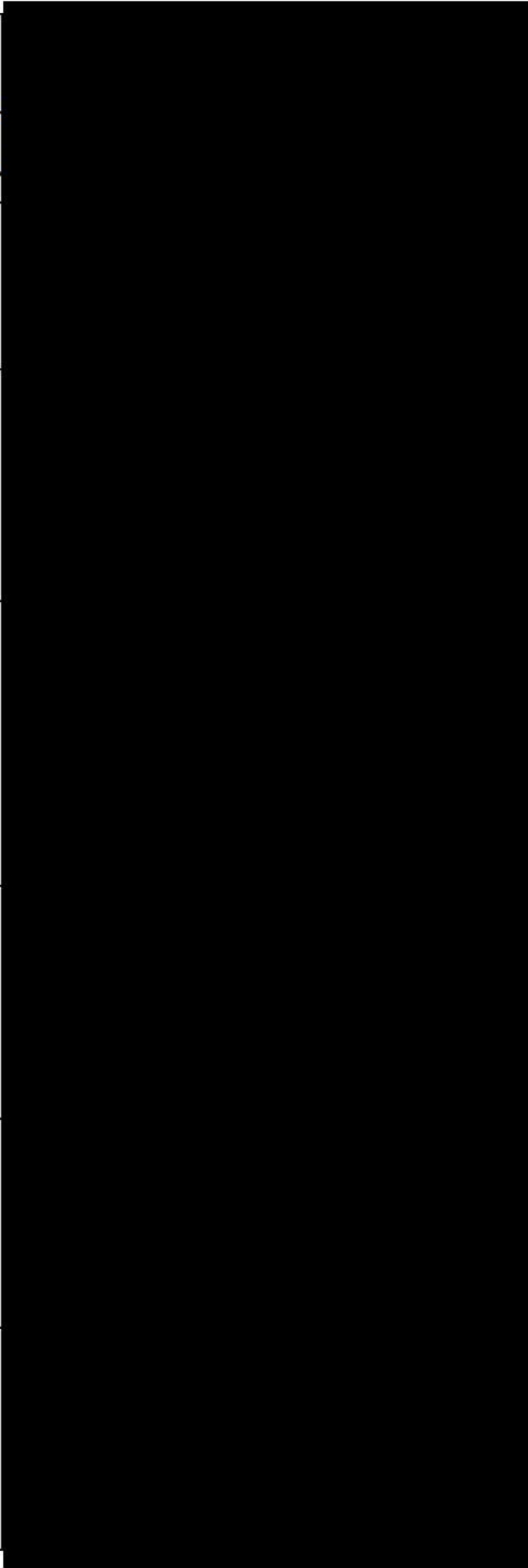
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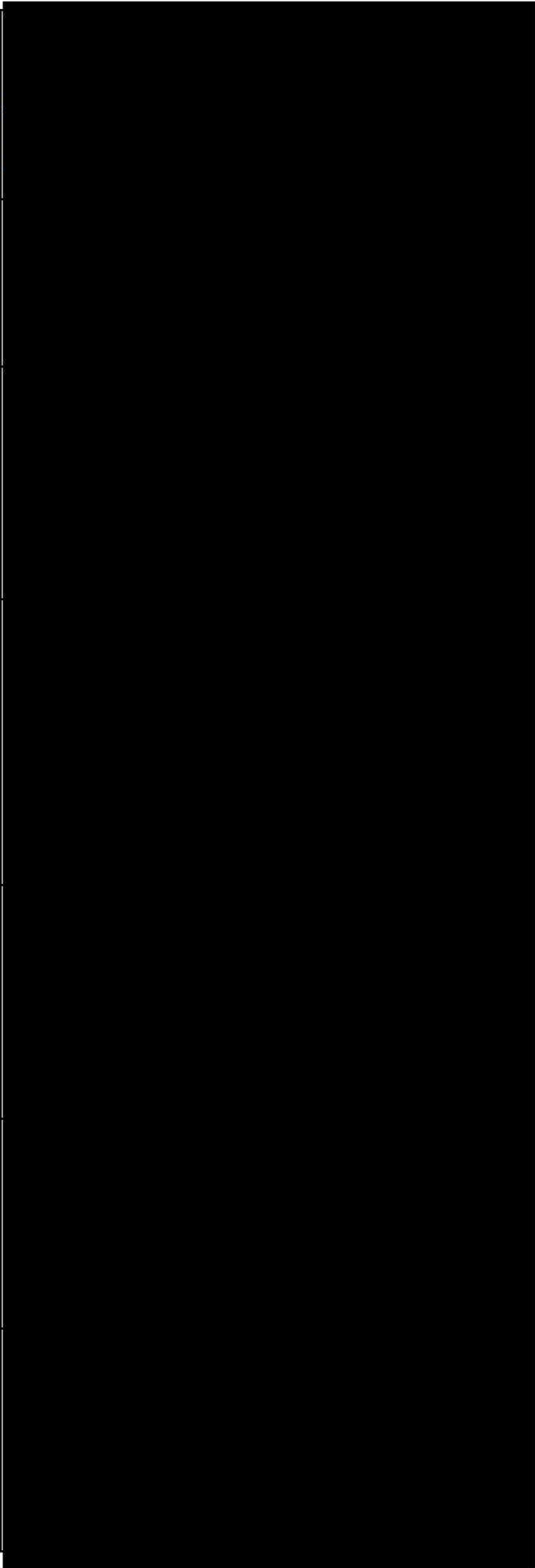
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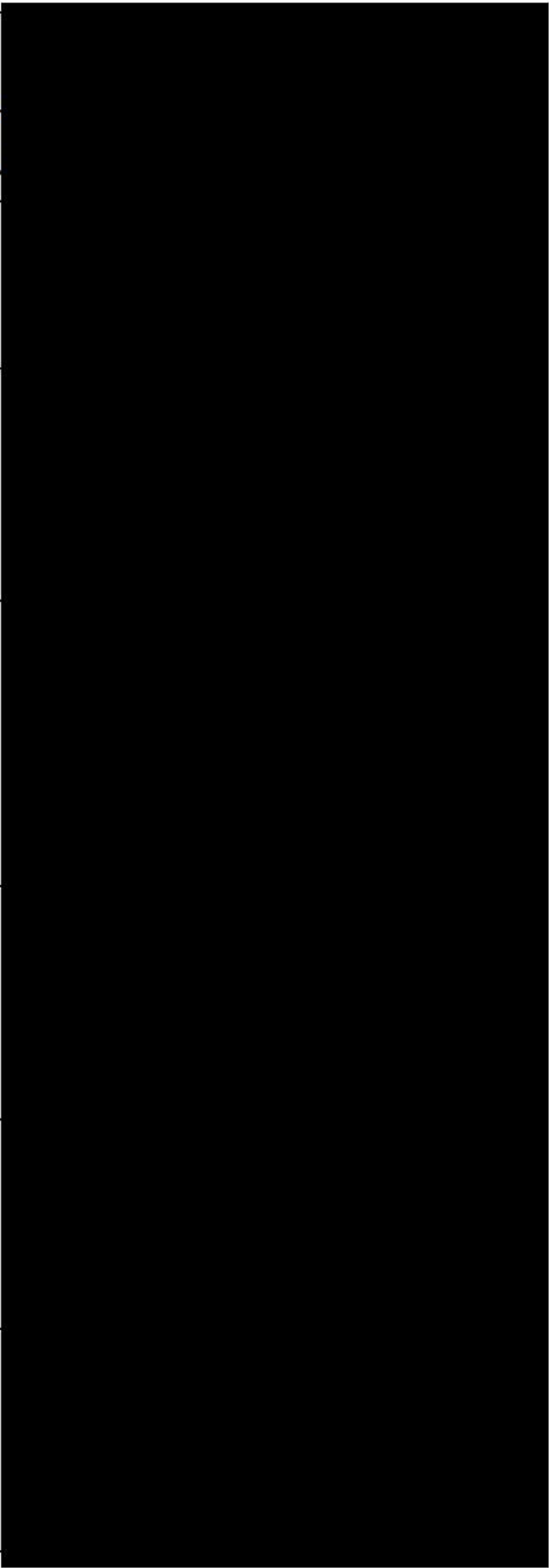
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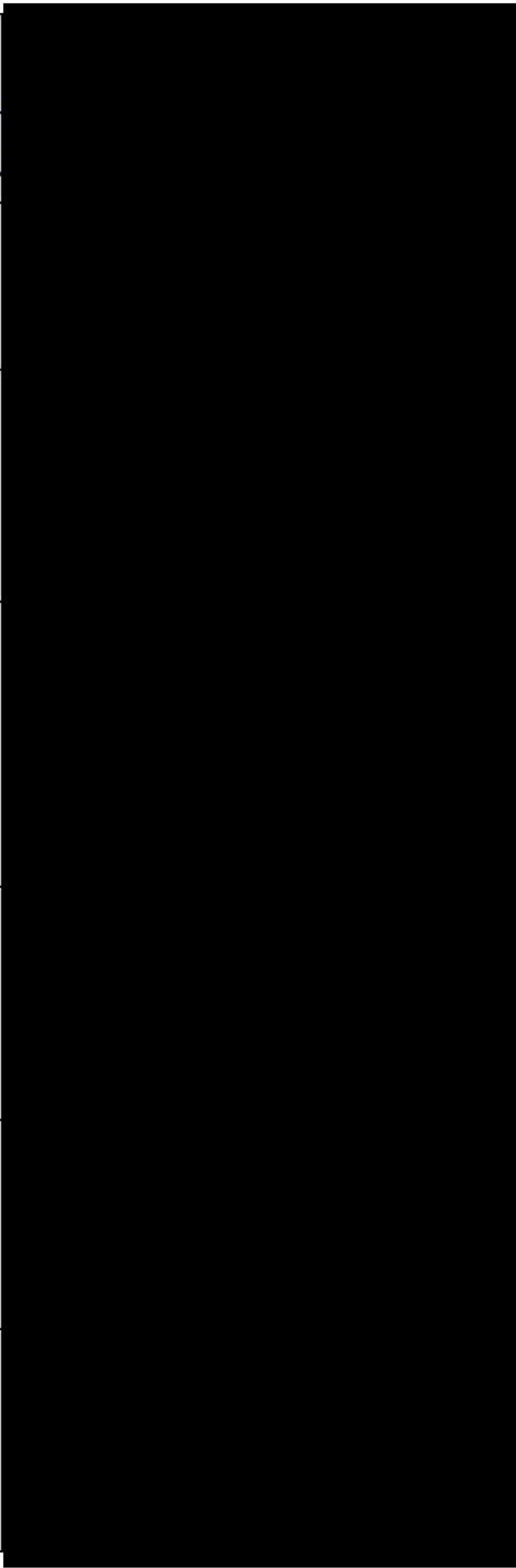
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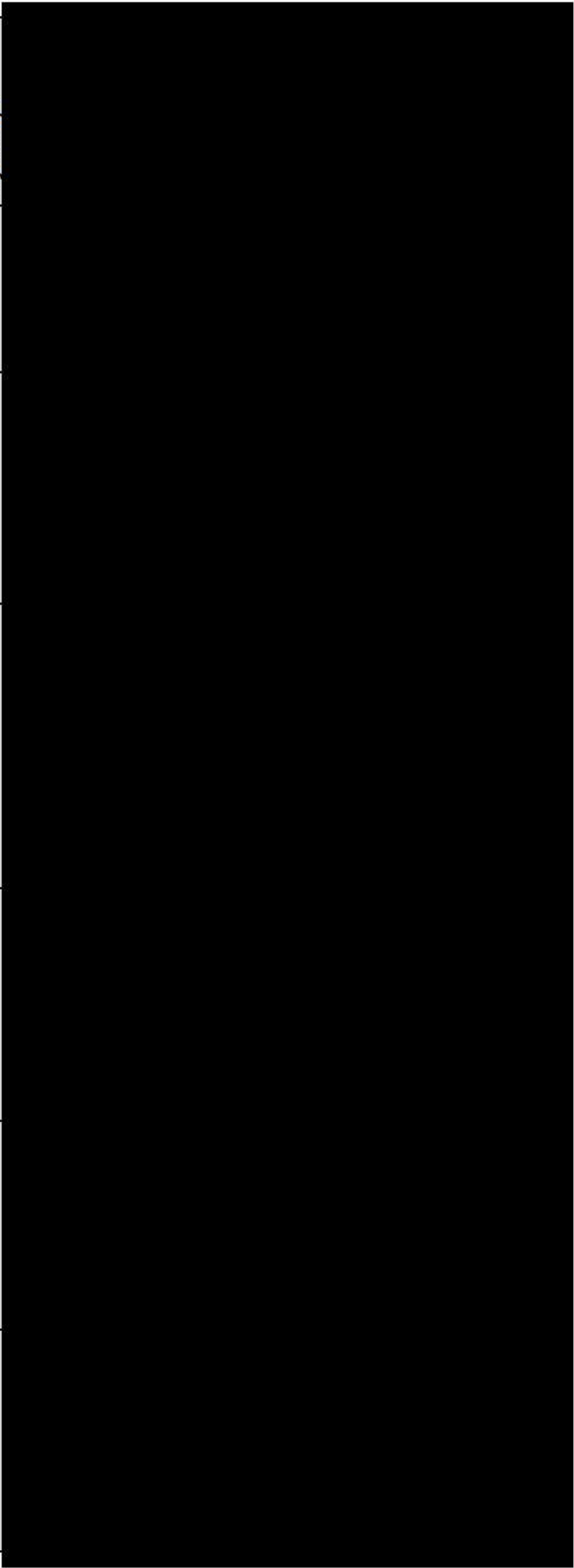
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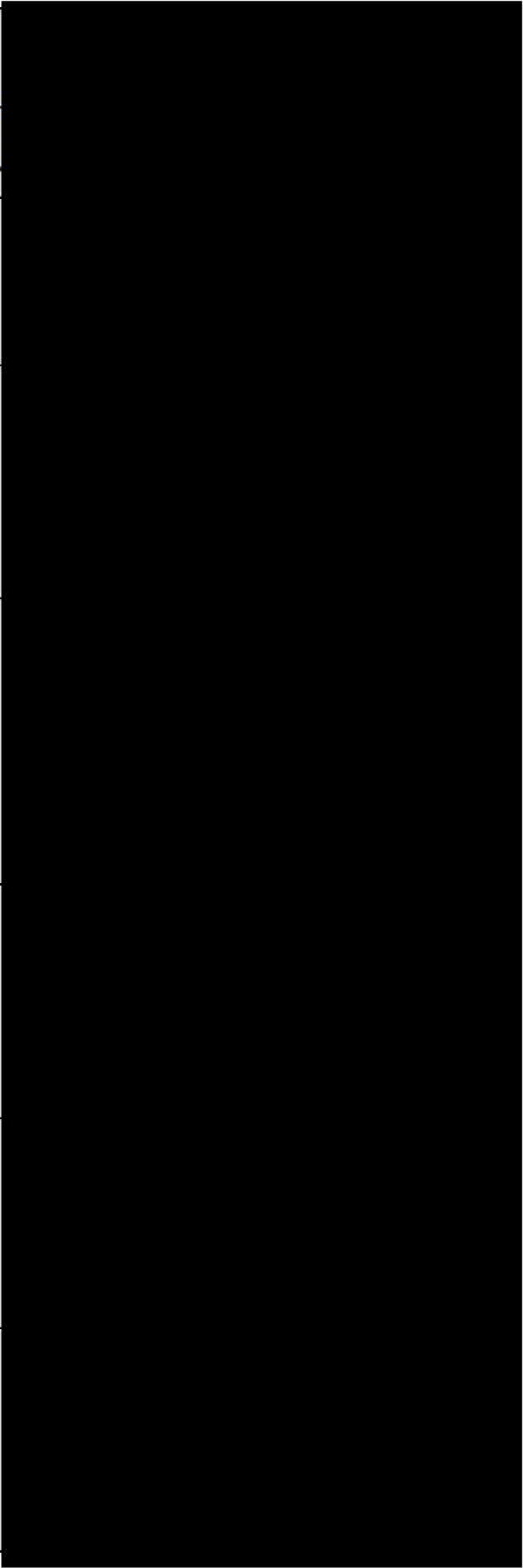
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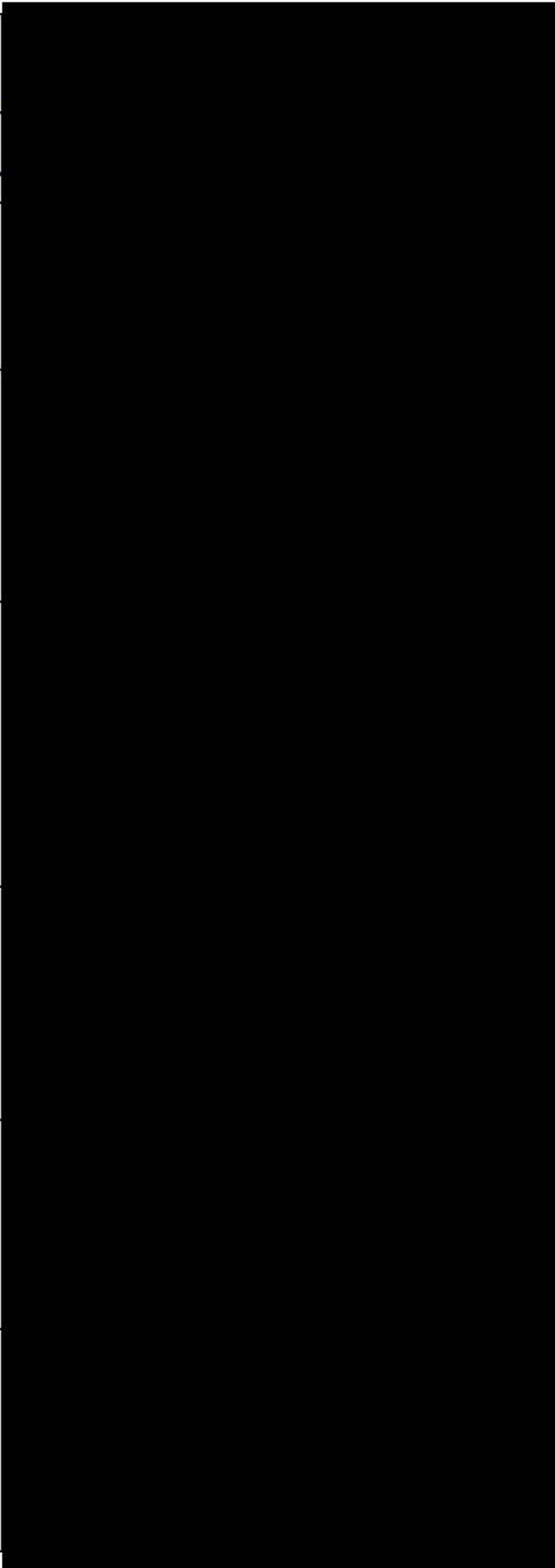
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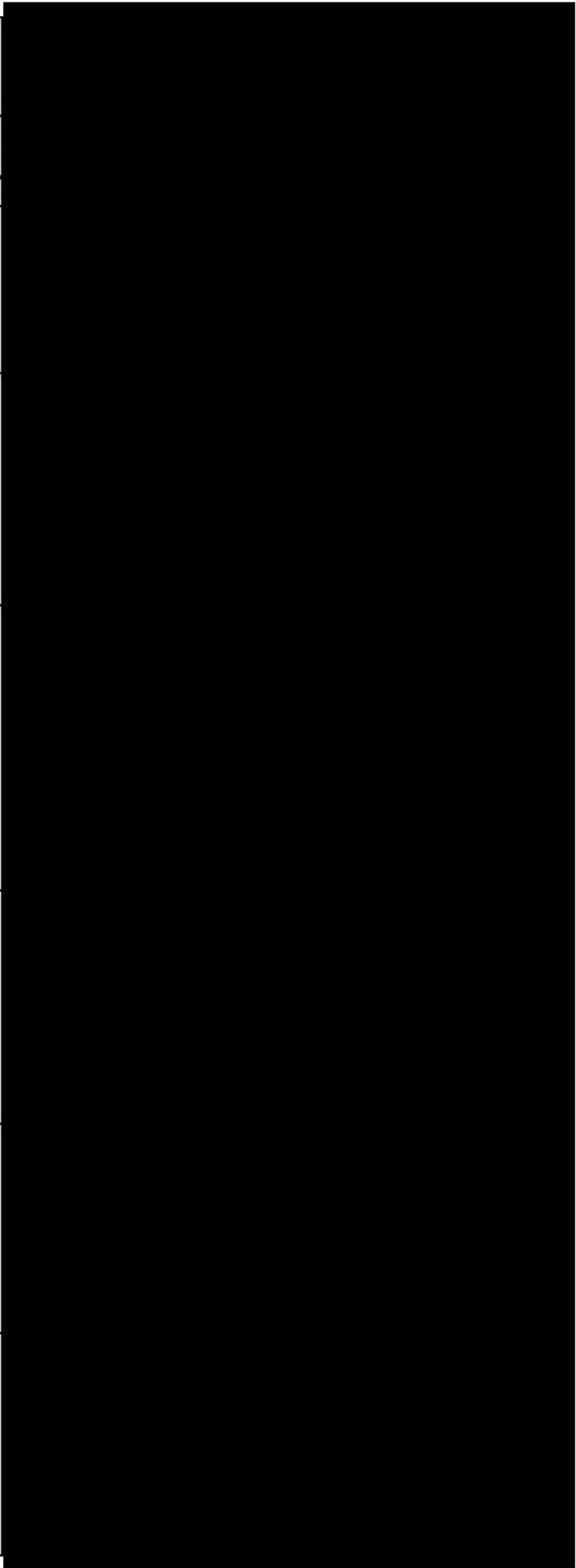


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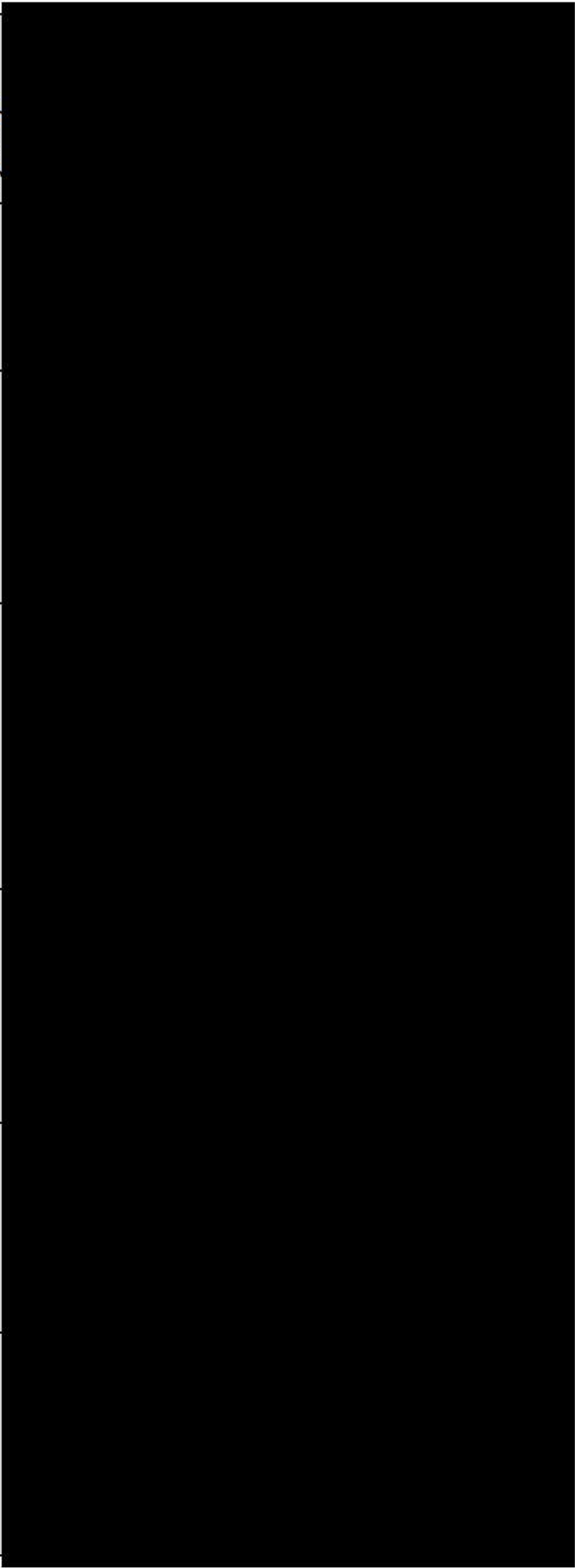
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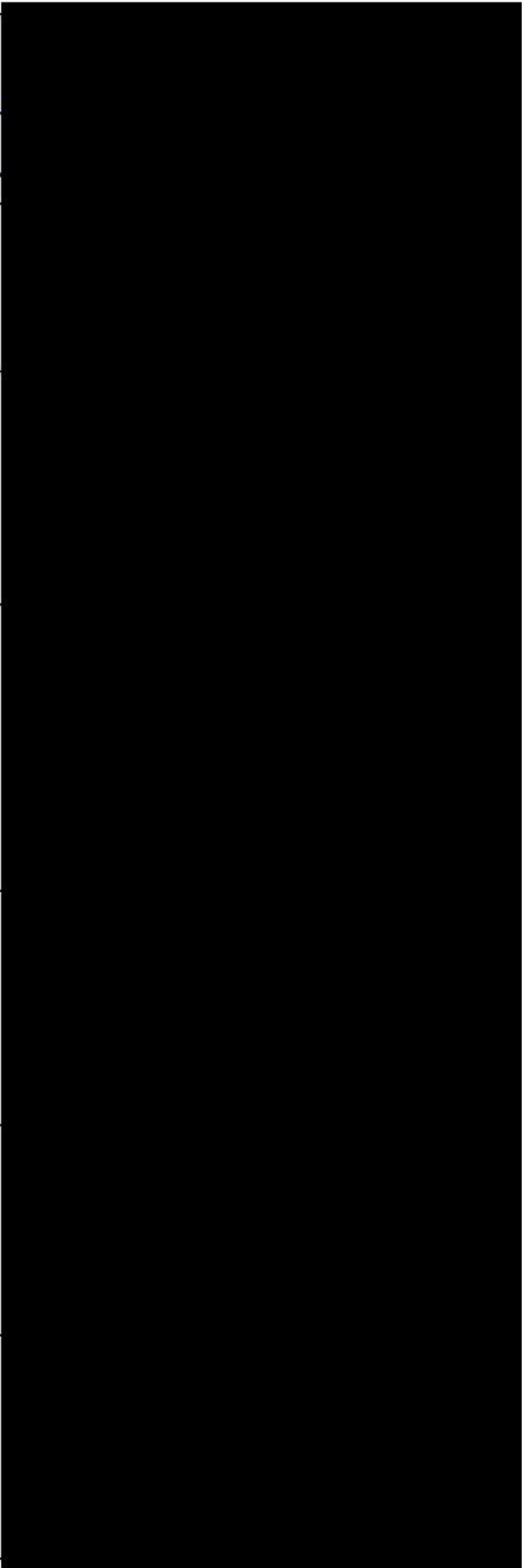
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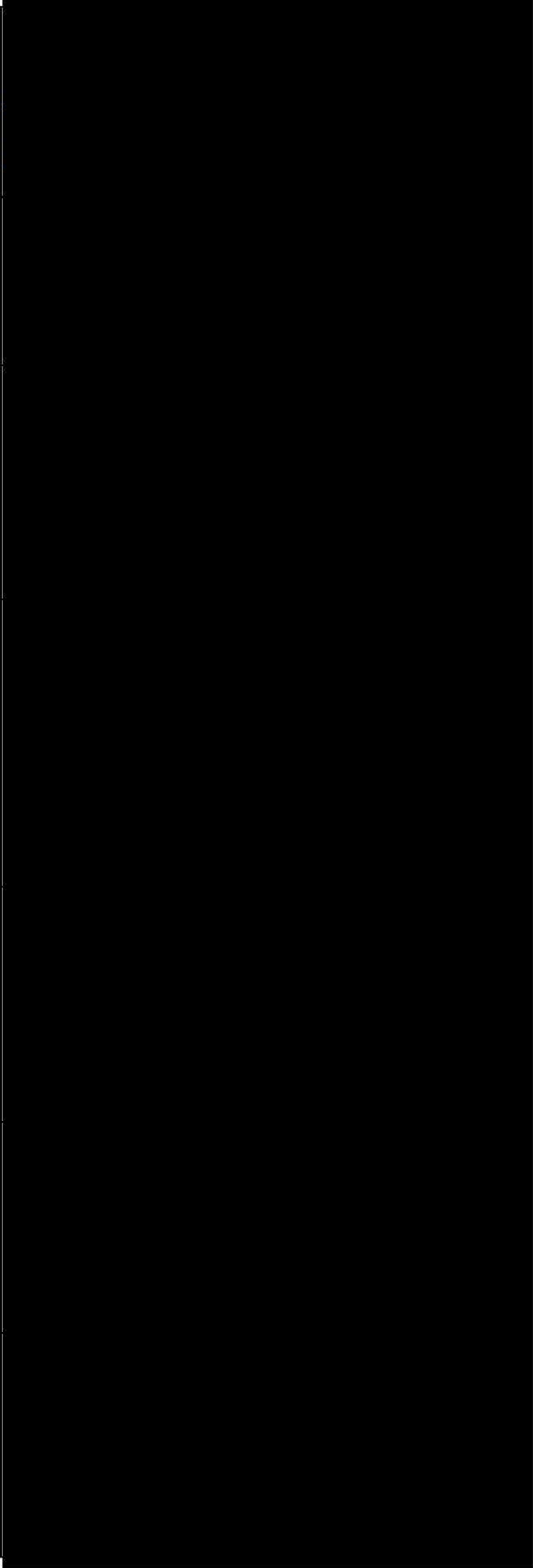
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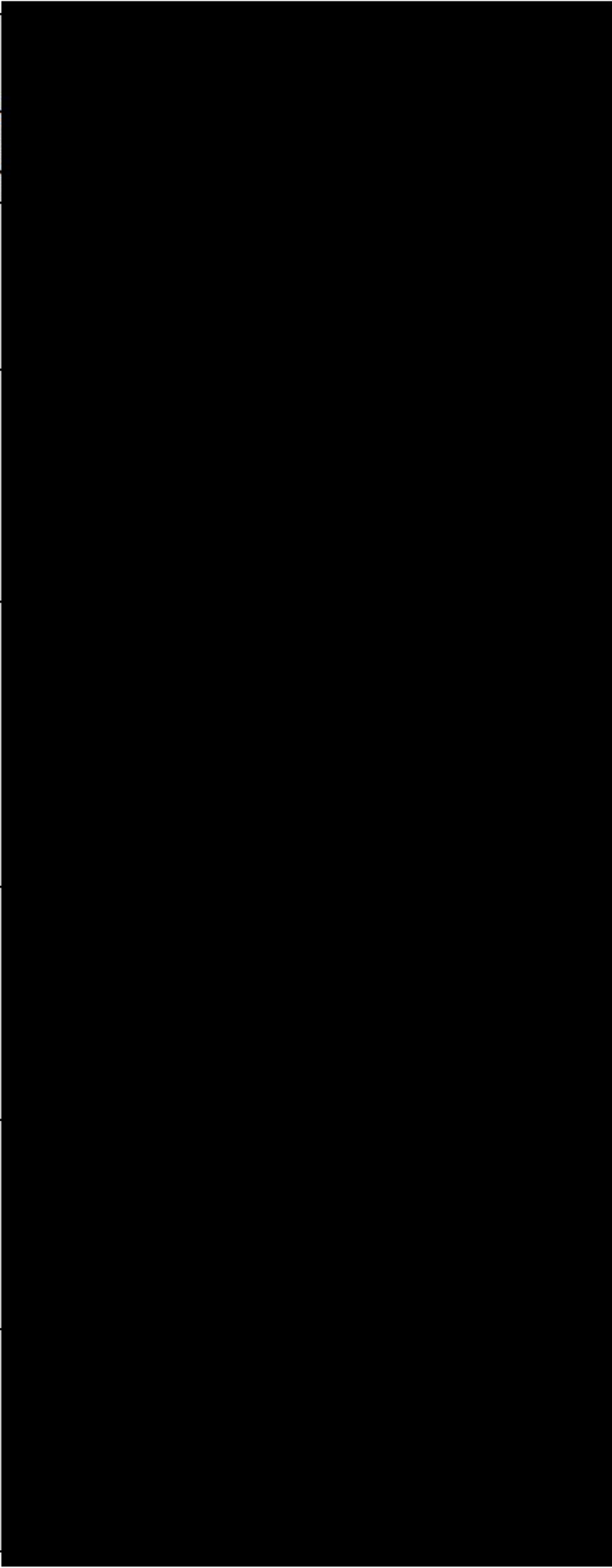


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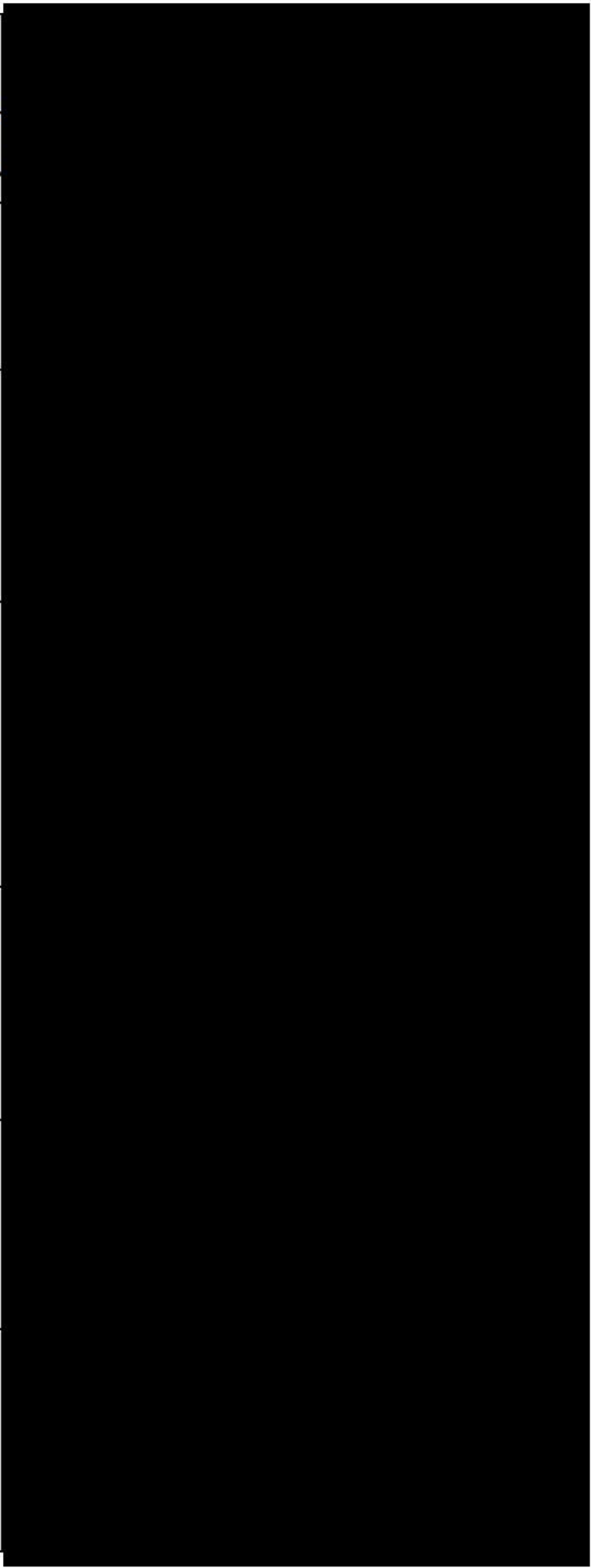


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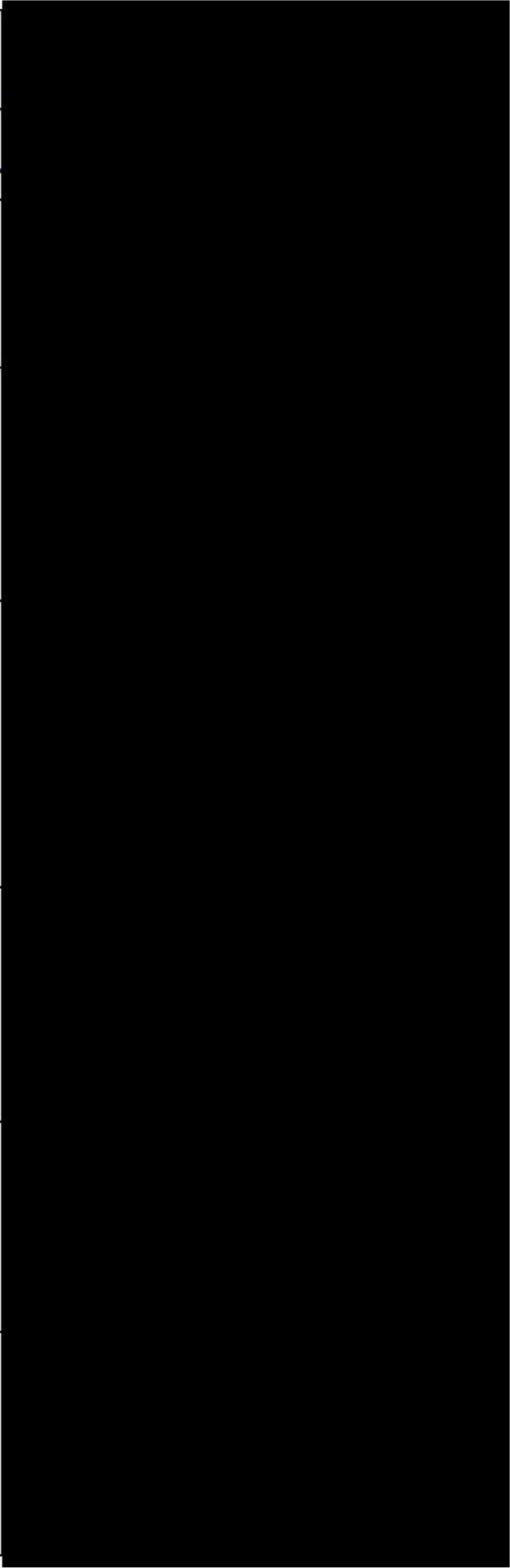
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Applicable Clause / Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)	Which document repository system (i) ITSM Dashboard; (ii) Authority Document Management System; and (iii) Service Knowledge Management System)?

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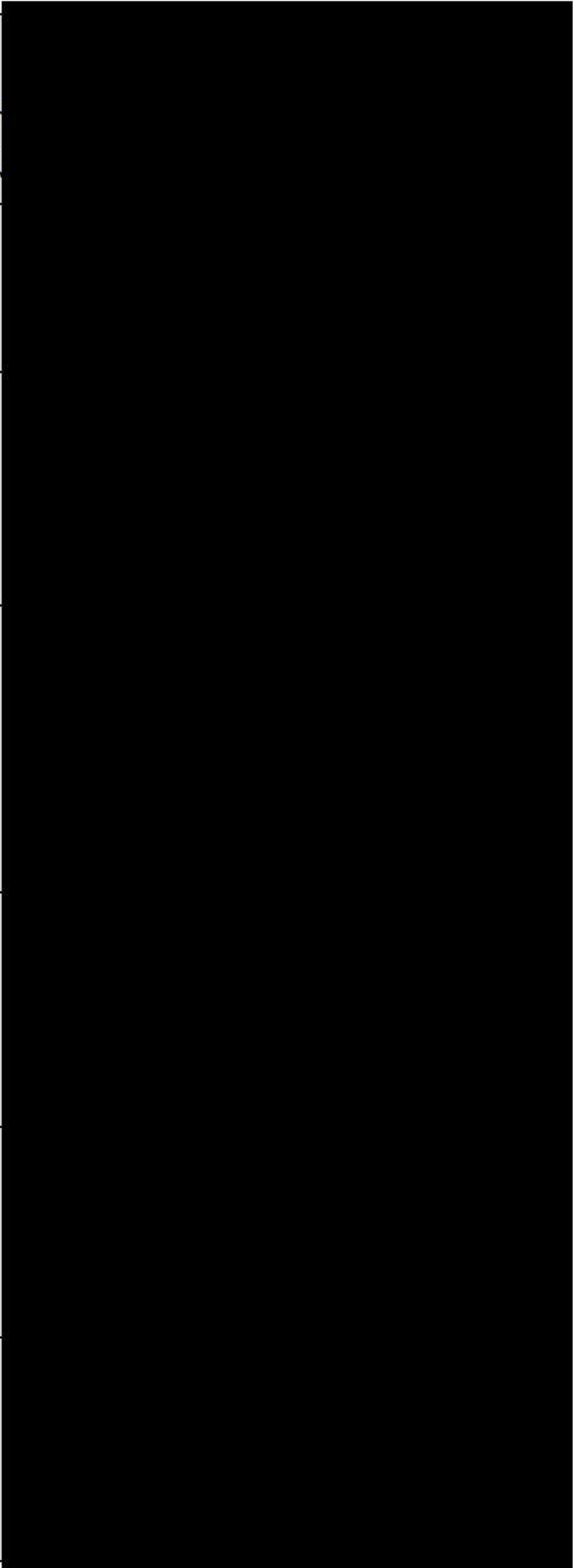
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