

Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
2.3.8.1 (xi)	Maintain up to date records, including proof of economic repair.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exception-only basis against the SOR Line Item Requirement.
2.3.8.2	On Request, provide a service to collate, issue and deliver all demanded AMM and Commodities and equipment for training exercises to the specified location in support of Firm Base and other worldwide training facilities.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exception-only basis against the SOR Line Item Requirement.
2.3.8.3.(i)	Manage loans (other than Loan Pool stock) in accordance with the Codes & Standards, including: <ul style="list-style-type: none"> <li>ensuring that all requests for loans are authorised by the Authority;</li> <li>monitoring all loans to ensure that materiel is returned within the agreed loan period;</li> <li>arranging, where necessary, for returned materiel to be conditioned in accordance with the relevant Codes and Standards.</li> </ul>	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days.
2.3.8.3.(ii)	notify the Authority when the loan is not returned within the specified timescales set out in the loan agreement	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	
2.4.1 (i)	Provide all relevant assistance and support in relation to the disposal process.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days.
2.4.1 (ii)	On Request and subject to being given at least 2 BD's notice, making AMM and Commodities available for inspection either by the Authority or prospective purchasers prior to disposal	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	
2.4.1 (iii)	On Request subject to being given at least 24 hours' notice, collating AMM and Commodities and making them available for collection by the disposal agent nominated by the Authority	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	
3.1.1.1	Provide worldwide distribution capabilities for all Defence Materiel, to support both Demand and Request fulfilment, including: <ul style="list-style-type: none"> <li>booked in military unit collection from storage location;</li> <li>providing a collection and delivery service to, from and between military units and other authorised locations for Defence Materiel, including transit of helicopter spares to and from France.;</li> <li>Freight transportation by air of Defence Materiel, throughout the world.</li> <li>Freight transportation by surface (land and sea routes) of Defence Materiel throughout the world.</li> <li>container provision and management, including: <ul style="list-style-type: none"> <li>provide ISO containers;</li> <li>providing and maintaining container handling facilities at Key Sites and ensuring the appropriate handling facilities are in place at collection and delivery points;</li> <li>transporting Authority owned or leased containers;</li> <li>providing ISO containers on liner box terms as required.</li> </ul> </li> <li>distributing Defence Materiel in support of contractor logistics support contracts</li> <li>complying with all handling constraints, including tie down schemes and those applying to hazardous cargo as specified in the Codes and Standards;</li> <li>complying with relevant specific constraints in relation to the movement of Defence Materiel into and out of Northern Ireland;</li> <li>ensuring there are no instances of failure to comply with delivery, site or handling constraints.</li> <li>ensuring there are no instances of unauthorised merge in transit / consolidation other than at Authority or DP Sites.</li> </ul>	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days



Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
3.1.1.2	On Request provide worldwide freight services for distributing Contingent Stock, during: - deployment phase and - sustainment phase; and - redeployment phase.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Include Contingent Stock report
3.1.1.3	Provide Consignment Tracking for all consignments, deliveries and collections in accordance with the Codes and Standards.  Ensure there are no instances of Authorised Demanders being unable to determine the whereabouts of consignments.	PC2	Weekly	Weekly	Weekly	Weekly	Weekly	Will measure the items as measured on Service Commencement Date until appropriate measurement systems are in place to enable improved reporting in accordance with the Transition Plan
3.1.2.1	Operate the Purple Gates at all Key Sites in accordance with the Codes & Standards, including: - Providing temporary holding and consolidation areas for onward transportation. - Preparing stock for movement. - Accepting deliveries from trade directly into Purple Gate. This includes checking external labelling and packaging but excludes inspection. - Holding materiel in readiness until called forward by the Authority. - Preparing for movement of the items including consignment tracking and paperwork for shipping and / or dangerous goods.	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Will measure the items as measured on Service Commencement Date until appropriate measurement systems are in place to enable improved reporting in accordance with the Transition Plan
3.1.3.1	Deliver the requirement for all Key Sites to be Rail Served.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement.
3.1.3.2	Where required by the Authority in respect of any Authority Site, act as an agent for the Authority in agreeing Network Track Access Agreements and any other agreements that may be necessary with Network Rail.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Reporting to commence in respect of given agreement when Authority requires DP to act as agent in respect of such agreement
3.1.3.3 (i)	Deliver rail services within designated Authority Sites, including the provision of rolling stock and locomotives that meet the requirements to transport explosives in accordance with the Law.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
3.1.3.3 (ii)	Provide rolling stock for training purposes on Request.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
3.2.1	Provide on Request freight services to Authorised Demanders, including: - courier service within UK to provide a delivery service within 24 hours - Parcel Freight Service within UK and Europe - Palletised Freight service within UK and Europe - mail transportation service for British Forces Post Office (BFPO) to Belgium and Germany - Irregular Dimensions & Weight freight service within UK - Special Types General Order (STGO) to Great Britain (ie excluding Northern Ireland) and Europe - freight services for all Defence Materiel between Great Britain and Northern Ireland. These services shall be delivered in accordance with: • the requirement in the Request from the Authorised Demander, and • Codes and Standards.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.



Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
3.2.2	Provide on Request global freight consolidation, forwarding and customs services to Authorised Demanders, including: a. Packing and holding Defence Materiel received prior to consolidation and on-move to the Falkland Islands. b. Packing and holding Commercial and Private Freight prior to consolidation and on-move to the Falkland Islands. c. Packing (including re-packing of fibreboard boxes) and holding Authority equipment received from contractors in the USA prior to consolidation and on-move to UK. d. Consolidation e. Transporting f. Customs clearance of all exports and imports, including: • required customs declarations; • identifying, preparing and including with the consignment all necessary customs clearance and export/import documentation; • conducting all procedures and providing all necessary data that allows the Authority to comply with HMRC requirements for Returned Goods Relief on re-imports of Defence Materiel from military operations conducted outside the EU.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement. Will measure the items as measured on Service Commencement Date until appropriate measurement systems are in place to enable improved reporting, in accordance with the Transition Plan. (HMRC requirements be reported on immediately with effect from the Service Commencement Date)
3.2.3	Provide on Request mobile crane services within the UK to Authorised Demanders, including: • General Lifts • Project Lifts The minimum period of notice is 24 hours.  These services shall be delivered in accordance with the Codes and Standards.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
3.2.4	Provide on Request driver services within Great Britain (ie excluding Northern Ireland) to Authorised Demanders to collect and deliver Authority-owned vehicles ranging from 350 cc motorcycles up to and including 15 tonne demountable rack offload and pickup system (DROPS) vehicles, covered by licence categories A to D1+E and including left hand drive vehicles. Unless otherwise directed by the Authority, vehicles are to be delivered to the consignee with a full tank of fuel.  Requests will normally be on 2 days' notice but sometimes service may be required at short notice (<24 hours).	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
3.2.5	Provide on Request courier services to Authorised Demanders in support of the Armed Forces compulsory drugs testing (CDT) throughout Great Britain (ie excluding Northern Ireland) including movement of: – diagnostic specimen transit boxes – compulsory drug testing CDT team equipment – bagged clinical waste Requests will normally be on 24-72 hours' notice B but sometimes movement may be required at short notice (<6 hours). Samples are to be delivered with the minimum of delay to the nominated Local Government Chemist Laboratory (as advised by the Authority) during its normal working hours (Business Days 0700 to 1800). Any movements outside these hours and for Weekend and Public Holidays shall only be made with the prior written authorisation of the Authority. The Authority requires the exclusive use of vehicles in the delivery of this service. CDT Samples will be presented in a sealed container for collection. Clinical waste for transportation will be in sealed bags. CDT samples are transported in packaging that complies with ADR	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.



Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
3.3.1 (i)	Provide as an on Request service all movements of personal belongings in the UK or overseas for Entitled Personnel and dependents within personal scales and Entitlements in accordance with the requirement in the Request from the Authorised Demander, including: – provision of advice and support for Entitled Personnel and dependents in the organisation, management and movement of personal belongings throughout the process – booking service – pre-move surveys – furniture movement service – a full contractor pack and unpack service to, from or between countries not specified in the furniture movement service – a self pack removals service, including provision of packing materials – Bulk Moves – storage of furnishings and personal effects  The DP shall ensure that packing is compliant with the Codes and Standards, or such higher standards are may be required for certain items and / or modes of transport.  The DP shall ensure that packing is compliant with the Codes and Standards, or such higher standards are may be required for certain	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
3.3.1 (ii)	The DP shall ensure shipments arrive undamaged (excluding items packed by owner)	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Reporting to commence from provision of relevant services by Agility Logistics Limited
3.3.1 (iii)	The DP shall ensure a customer satisfaction rate of 90% or above, to be monitored by customer feedback provided via the online post move quality survey	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	
3.3.1 (iv)	The DP shall ensure that there is no breach of Entitlement, save that where the DP obtains the Authority's prior written agreement it may provide the user of the service with up to 15% in excess of the relevant personal scale and Entitlement as set out in the Codes and Standards. The DP shall notify the Authority of all cancellation charges, wasted journey charges and charges incurred for the movement of excess volume, up to 15% over Entitlement. The DP may offer additional excess to users of the service provided that the DP recovers all associated costs directly from the user of the service	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.1.1.(i)	Translate Authority requirements for Commodities into Product Specifications and obtain the Authority's approval of these specifications in accordance with the agreed timescale for each Authority requirement.	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.1.1.(ii)	Throughout the life of each product, continue to identify non-standard and alternative products and formulations which will meet the Authority's requirements.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.1.1.(iii)	Where such non standard or alternative products and formulations are identified, obtain the approval of the Authority before procuring them for the Authority.	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.1.1.(iv)	Ensure that, in accordance with the Authority's requirements, all Commodities are sourced from companies which hold the appropriate quality standards	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.1.1.(v)	Ensure conformity with the Authority approved specifications.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(i)	Inventory Manage all Commodity Articles and ensure that they are available for delivery to Authorised Demanders, including determining and maintaining the required minimum stock levels	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(ii)	Provide Commodities to meet Contingent Stock requirements	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Include in the Contingent Stock report
4.2.1.(iii)	Re-life stock that has passed its expiry date where appropriate	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.



Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
4.2.1.(iv)	Undertake obsolescence management including advising of impending product obsolescence and the action being taken to ensure continuity of supply.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(v)	Ensure that, where required, products are procured from the same Family	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(vi)	Identify excess stock of Commodities that may be designated for disposal	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(vii)	Implement and progress disposal processing, including Segregation of stock for disposal, subject to the Authority authorising such disposal	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.2.1.(viii)	Provide an accelerated UOR procurement process and fulfil on Request Urgent Operational Requirements (UORs)	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(i)	Provide technical management support to the Authority for all Commodities including producing and managing the Commodities elements of the Authority Product Master File	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until Milestone 2.
4.3.1.(ii)	Provide through life planning and support	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days.
4.3.1.(iii)	Apply NATO codification in accordance with the relevant Codes and Standards	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(iv)	Comply with the safety case process, maintaining and providing product safety data and advising of any safety related issues and managing airworthiness certification accordingly	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(ix)	Establish a repository for all Commodity Product Specification and design data, and managing and maintaining that repository through the Term	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(v)	Undertake product recall, within 1 hour of identification	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(vi)	Respond to defect reports and product notices/recalls, including compliance with Product Recall Information Notices and Withdrawal Information Notices, notifying the Authority within 1 hour of receipt	PC1	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(vii)	Provide and manage Product Specification data in accordance with Codes and Standards	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(viii)	Provide version controlled device and product bulletins, device and product alerts, technical memoranda and other Commodity documentation	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.1.(x)	Provide samples for testing in accordance with the Codes and Standards	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.



Requirement	SOR Line Item Requirement	Service Performance Criterion	Frequency of Measurement Day 1 (SCD)	Frequency of Measurement Milestone 1 (SCD+ 90)	Frequency of Measurement Milestone 2 (SCD+ 395)	Frequency of Measurement Milestone 3 (SCD+ 734)	Frequency of Measurement Milestone 4 (FSCD)	Notes
4.3.2	Provide technical support for defence clothing (comprising: military clothing and footwear, parade clothing and footwear, ceremonial clothing and accoutrements, occupational clothing and footwear, personal protective equipment, adventurous training equipment, physical training equipment and standards and colours), including: – managing and configuring clothing designs, design repositories, and master designs in the pattern room – managing the research and development and product trials for defence clothing – providing a computer aided design (CAD) and development service utilising an industry standard system for electronic cutting patterns – providing samples/prototypes for testing – providing sample patterns for testing and for support to industry.	PC2	Monthly	By Exception	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days.
4.3.3.(i)	Provide medical supplies technical support, including repairing, maintaining and calibrating medical, dental and veterinary equipment (MDVE) in accordance with the Codes and Standards	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.3.(ii)	Where MDVE requires airworthiness certification, managed accordingly.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.3.(iii)	Provide training to Authorised Demanders for maintenance and use of all appropriate MDVE in accordance with the training programme agreed with the Authority	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.3.(iv)	Supply non-standard formulations of medical pharmaceuticals on Demand or Request	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.3.(v)	Provide the Authority with and maintain an up-to-date list of pharmaceuticals that are due to come off patent within the next two years with their associated dates. The forecast should include an analysis of the implication for future supply	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Item Requirement. Will measure the items as measured on Service Commencement Date until improved processes are developed/implemented which will be done within first 90 days.
4.3.4	Provide General Supplies technical support, including identifying Commodities which must be procured from the same Family.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.5	Provide technical support for the defence food service (the provision of catering support to UK armed forces on operations, on exercises and in barracks at non-contract catering units, including provision of worldwide food supply contracts and other specific food supply contracts including Operational Ration Packs), including: • managing the product catalogue and price list as required by the Authority • providing locally sourced food supplies at overseas locations to UK/EU standards • providing samples for testing • managing Food Selection Panels (FSPs) • specifying food products suitable for export to Authorised Demanders at overseas locations.	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.
4.3.6	Provide technical support for bulk commodities, including fuels, lubricants and gases, including: • complying with the Authority specified minimum and maximum holdings of Strategic Gases; • providing a recovery and recycling service for refrigerant and halon gases; • identifying locally sourced supplies of liquid oxygen for delivery to Authorised Demanders engaged in UK and overseas exercises	PC2	Monthly	Monthly	Monthly	Monthly	Monthly	Report on an exceptions-only basis against the SOR Line Requirement.

**SCHEDULE 12: GOVERNANCE**

**PART 1: PREAMBLE**

1. **Overview**

- 1.1 This schedule describes the structures, roles and responsibilities, processes, information provision and assurance processes relating to formal and ad-hoc decision-making in the Project.

**PART 2: STRATEGIC BOARD****2. Functions of the Strategic Board**

2.1 The functions of the Strategic Board shall include:

- (A) reviewing and advising the Authority and the DP on:
  - (1) the operation and management of the Project at a strategic level and the provision of the Services by the DP, including during the Transition Period progress against the transition milestones as set out in the SDP;
  - (2) interfaces between the Project and other projects, ensuring that the Project remains aligned with wider defence strategic objectives and initiatives;
  - (3) business strategy and delivery of the Strategic Objectives;
  - (4) current, and possible future, constraints on the provision of the Services;
  - (5) the boundaries and scope of the Project; and
  - (6) priorities as to the allocation of available resources and budget;
- (B) monitoring that this Agreement is operated throughout the Term in a manner which optimises the value for money for and operational benefit derived by the Authority and the commercial benefit derived by the DP;
- (C) reviewing the Required Strategic Board MI;
- (D) recommending to the Authority or rejecting Changes referred to it from the Operating Board; and
- (E) considering and where possible resolving any issues and/or Disputes referred to it by the Operating Board, and referring any unresolved Disputes to the Dispute Resolution Procedure.

**3. Responsibilities in relation to Strategic Board meetings**

3.1 Not less than 10 Business Days before each Strategic Board meeting, the DP shall provide the Authority with the Required Strategic Board MI.

3.2 In respect of each Strategic Board meeting, the Authority shall:

- (A) organise, attend and provide secretariat and administrative support, including in accordance with the provisions of paragraph 4.15; and
- (B) be responsible for all relevant administrative arrangements.

**4. Constitution of the Strategic Board**

4.1 Unless otherwise determined by agreement between the Parties, the number of members of the Strategic Board shall be two (2) members from the DP and three (3) members from the Authority. The ratio of Authority members of the Strategic Board to DP members shall be 60:40.



- 4.2 Upon signing this Agreement, each party shall each appoint its members of the Strategic Board. Each party's Strategic Board members shall be senior representatives of that party. The Strategic Board shall be chaired by a senior Authority representative (the "Strategic Board Chairman") appointed from time to time by the Authority. The Authority shall provide a board secretary (the "Strategic Board Secretary").
- 4.3 Where the Strategic Board cannot reach agreement by a simple majority vote of all members, the Strategic Board Chairman shall have the casting vote.
- 4.4 Each Party shall be entitled to remove from office and replace any member appointed by it who has resigned from office provided that written notice of such replacement shall be sent to the other Party within two Business Days of the replacement or before the next meeting of the Strategic Board, whichever is the sooner.
- 4.5 Any member appointed by the DP to the Strategic Board shall be a UK or (subject to compliance with any applicable requirements of the Authority from time to time) US national and have the relevant security clearances.
- 4.6 Each Party may appoint a person to act as an 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 4.3. Any alternate appointed by the DP to the Strategic Board must comply with the requirements of paragraph 4.5.
- 4.7 A member of the Strategic Board may be removed at any time by the Party by whom he was appointed by giving him written notice and a copy of it to the other Party.
- 4.8 The Authority may in its sole discretion require a member of the Strategic Board appointed by the DP to be removed from the Strategic Board by giving written notice to the DP stating when such member shall be removed and a copy of it to the member. On receipt of such notice the DP shall replace such member as soon as practicable and in any event within such time as shall ensure that the next meeting of the Strategic Board is quorate. Any such member appointed by the DP to the Strategic Board must have received the prior written approval of the Strategic Board Chairman.
- 4.9 The Strategic Board shall meet with such frequency as may be deemed necessary by the Strategic Board Chairman but in any event shall meet not less than quarterly.
- 4.10 Meetings of the Strategic Board shall take place at such locations as the Strategic Board Chairman may notify to the Strategic Board from time to time.
- 4.11 Subject to paragraph 4.5, each party shall ensure that each of its Strategic Board members attends not less than three out of four Strategic Board meetings in any given Contract Year and is not absent from more than two consecutive Strategic Board meetings.
- 4.12 The first Strategic Board meeting shall take place within three months after the Effective Date.
- 4.13 Each Party may invite any other person or persons (including any Key Subcontractor) to attend any meeting of the Strategic Board, and the relevant Party shall procure that any person invited by it signs an undertaking with the Authority confirming that it agrees to be bound by the provisions of clause 51 (*Confidentiality*) (with all necessary changes having been made) before attending the meeting and complies with all relevant security requirements.



- 4.14 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 two (2) members from the Authority and one (1) member from the DP, except that a quorum for the purposes of clause 2.1(E) shall require the full Strategic Board.
- 4.15 The Strategic Board 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 together with any accompanying papers to each member of the Strategic Board at least five (5) Business Days before the scheduled date of the meeting; and
  - (C) issue the finalised minutes to each member of the Strategic Board within ten (10) Business Days of the meeting.
- 4.16 Subject to the above provisions, the Strategic Board may otherwise regulate the conduct of its meetings as it considers appropriate.

5. **Ad Hoc Strategic Board Meetings**

- 5.1 Any member of the Strategic Board may request the Strategic Board Chairman 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 (an "Ad Hoc Strategic Board Meeting Notice") setting out the reasons why the Ad Hoc Strategic Board Meeting has been called and the issues to be discussed or resolved in it.
- 5.2 An Ad Hoc Strategic Board Meeting shall only be called in the following circumstances:
- (A) in connection with:
    - (1) a security incident or an interruption of any of the Services which is considered to be significant by the member of the Strategic Board calling the meeting;
    - (2) clause 44 (*Measures in a Crisis*);
    - (3) clause 64 (*Authority Step-In*);
    - (4) termination or partial termination in accordance with clauses 66 to 71; or
    - (5) in the event of a Dispute being referred by the Operating Board in accordance with schedule 26 (*Dispute Resolution*), paragraph 2.4;
  - (B) where the Strategic Board Chairman considers that it is needed in order to address a matter which requires urgent consideration;
  - (C) where both Parties agree that such a meeting should be held; or
  - (D) in accordance with paragraph 5.3.
- 5.3 Following the Full Service Commencement Date, the Strategic Board Chairman shall, on an annual basis, call an Ad Hoc Strategic Board Meeting in order to conduct a joint review by the Authority, HMT and the Cabinet Office to review the transition process and to



discuss future options relating to the scope of the Project.



**PART 3: OPERATING BOARD****6. Functions of the Operating Board**

6.1 With effect from the Effective Date, the parties shall hold a meeting of the Operating Board fifteen (15) Business Days after the end of each Contract Month.

6.2 The functions of the Operating Board shall include:

- (A) using the Required Operating Board MI to review the DP's cost and service performance;
- (B) considering Change Proposals and the implementation of any Changes, and any proposed and potential upcoming Changes;
- (C) considering any recommendation by the PFWG as to any adjustments to:

- (1) the Annual Service Operating Budget for the Contract Year;
- (2) the Annual Commodity Operating Budget; or
- (3) the Adjustment Factors,

following which the Authority may in its absolute discretion issue a written direction specifying any adjustment to the Annual Service Operating Budget and/or the Annual Commodity Operating Budget for the Contract Year and/or Adjustment Factors; and

- (D) considering in good faith any issues and/or Disputes which have been referred to the Operating Board, and referring any issue or Dispute that is not resolved by the Operating Board to the Strategic Board; and
- (E) during the Transition Period, reviewing progress against the milestones set out in the Service Delivery Plan.

**7. DP's responsibilities in respect of Operating Board meetings**

7.1 The DP shall not less than two (2) Business Days before each Operating Board meeting provide the Authority with the Required Operating Board MI.

7.2 In respect of each Operating Board meeting, the Authority shall:

- (A) organise, attend and provide secretariat and administrative support, including in accordance with the provisions of paragraph 8.13; and
- (B) be responsible for all relevant administrative arrangements.

**8. Constitution of the Operating Board**

8.1 Upon signing this Agreement, the parties shall each appoint its members of the Operating Board. The ratio of Authority members of the Operating Board to DP members shall be 60:40.

8.2 Each party shall ensure that its Operating Board members are senior representatives of that party actively involved in the management of the Project. The Operating Board shall

be chaired by an Authority representative (the "Operating Board Chairman") appointed from time to time by the Authority. The Authority shall provide a board secretary (the "Operating Board Secretary").

- 8.3 Where the Operating Board cannot reach agreement by a simple majority vote of all members, the Operating Board Chairman shall have the casting vote.
- 8.4 Each Party shall be entitled to remove from office and replace any member appointed by it who has resigned from office provided that written notice of such replacement shall be sent to the other Party within two (2) Business Days of the replacement or before the next meeting of the Operating Board, whichever is the sooner.
- 8.5 Any member appointed by the DP to the Operating Board shall be a UK or (subject to compliance with any applicable requirements of the Authority from time to time) US national and have the relevant security clearances.
- 8.6 Each Party may appoint a person to act as an alternate to its Operating Board member at any meeting of the Operating Board, and may revoke any such appointment. Written notice of any such appointment or revocation of such replacement shall be given to the other Party in the manner specified in paragraph 8.4. Any alternate appointed by the DP to the Operating Board must comply with the requirements of paragraph 8.5.
- 8.7 A member of the Operating Board may be removed at any time by the Party by whom he was appointed by giving him written notice and a copy of it to the other Party.
- 8.8 The Authority may in its sole discretion require a member of the Operating Board appointed by the DP to be removed from the Operating Board by giving written notice to the DP stating when such member shall be removed and a copy of it to the member. On receipt of such notice the DP shall replace such member as soon as practicable and in any event within such time as shall ensure that the next meeting of the Operating Board is quorate. Any such member appointed by the DP to the Operating Board must have received the prior written approval of the Operating Board Chairman.
- 8.9 Meetings of the Operating Board shall take place at such location as the Chairman shall notify to the Operating Board from time to time.
- 8.10 Each Party may invite any other person (including any Key Subcontractor) to attend any meeting of the Operating Board provided that the relevant Party procures that any such person or persons so invited by it signs an undertaking with the Authority confirming that it agrees to be bound by the provisions of clause 51 (*Confidentiality*) (with all necessary changes having been made) and complies with all relevant security requirements.
- 8.11 No business shall be transacted at any meeting of the Operating Board unless a quorum is present. The quorum shall be six (6) members from the Authority and four (4) members from the DP.
- 8.12 The Operating Board shall be entitled to delegate any of its functions to sub-committees or to such other persons as it considers appropriate for the task, provided that:
- (A) the delegation and the reasons for it are properly recorded in writing;
  - (B) none of the members of the Operating Board present at the meeting at which such delegation is resolved upon have opposed the appointment of that particular delegate or any particular member of such sub-committee; and



- (C) any such delegates have the prior written approval of the Operating Board Chairman.

8.13 The Operating Board Secretary shall:

- (A) issue a calling notice to each member of the Operating Board at least five (5) Business Days before the scheduled date of the meeting;
- (B) issue the agenda together with any accompanying papers to each member of the Operating Board not less than two (2) Business Days before the meeting; and
- (C) issue the finalised minutes to each member of the Operating Board within two (2) Business Days of the meeting.

8.14 Subject to the above provisions, the Operating Board may otherwise regulate the conduct of its meetings as the Operating Board considers appropriate.

9. **Ad Hoc Operating Board Meetings**

9.1 Any member of the Operating Board may request the Operating Board Chairman to call an unscheduled meeting (an "Ad Hoc Operating Board Meeting") by serving a minimum of five (5) Business Days' Notice (an "Ad Hoc Operating Board Meeting Notice") on all other members, setting out the reasons why the Ad Hoc Operating Board Meeting has been called and the issues to be discussed or resolved in it.

9.2 An Ad Hoc Operating Board Meeting shall only be called in the following circumstances:

- (A) where the Operating Board Chairman considers it necessary to address matters requiring urgent consideration;
- (B) where both Parties agree that such a meeting should be held; or
- (C) in the event a Dispute Notice is served in accordance with schedule 26 (*Dispute Resolution*), paragraph 2.2.

**PART 4: PERFORMANCE AND FINANCE WORKING GROUP****10. PFWG Meetings****10.1 PFWG Monthly Meeting****(A) Functions of the PFWG Monthly Meeting**

- (1) Within five (5) Business Days of the date on which the Required PFWG Monthly MI is submitted by the DP to the Authority, the Parties shall hold a PFWG Monthly Meeting in accordance with SOR Line Item 1.3.2 in schedule 2 (*Statement of Requirement*).
- (2) The matters addressed at the PFWG Monthly Meeting shall include:
  - (a) reviewing the Required PFWG Monthly MI and relevant documentation and information provided by the DP in respect of the relevant Contract Month;
  - (b) ascertaining the proposed Monthly Service Payment calculated in accordance with schedule 10 (*Payment, Performance and Incentivisation Mechanism*);
  - (c) reconciling the Commodity Product Supply Payments made during the Contract Month with the relevant Supplier Invoices;
  - (d) reviewing the Commodity Product Supply Payments made in the Contract Year to date against the Annual Commodity Operating Budget and the Annual Commodity Category Operating Budget;
  - (e) considering any request made by the DP to purchase Commodity items where:
    - (i) the cost of the purchase will exceed the Annual Commodity Operating Budget or the relevant Annual Commodity Category Operating Budget; or
    - (ii) the purchase will result in the total spend on Commodities for the Contract Year exceeding the Annual Commodity Operating Budget or the relevant Annual Commodity Category Operating Budget for the Contract Year,following which the Authority may (in its sole discretion) issue written approval of such request;
  - (f) reviewing:
    - (i) Commodity Product Supply Payments in the Contract Year to date and any changes to the forecast demand for the remaining Contract Months in the Contract Year against the Annual Commodity Operating Budget;



- (ii) whether the forecast demand and any changes to it are deliverable within the costs allowed for in the Annual Commodity Operating Budget; and
- (iii) any changes that may be needed to the Authority's requirements for Commodities for the remaining Contract Months in the Contract Year in order not to exceed the Annual Commodity Operating Budget,

following which the Authority may in its sole discretion issue directions in writing to the DP specifying any changes in the Authority's requirements for Commodities for any or all of the remaining Contract Months in that Contract Year;

- (g) considering and (where relevant) making recommendations to the Operating Board as to any adjustments to the Annual Commodity Operating Budget for the Contract Year;
- (h) considering the likely activity and volume requirements for the next Contract Month;
- (i) reviewing:
  - (i) Service Costs Payable in the Contract Year to date and any changes to the forecast demand for the remaining Contract Months in the Contract Year against the Annual Service Operating Budget;
  - (ii) whether the forecast demand and any changes to it are deliverable within the costs allowed for in the Annual Service Operating Budget; and
  - (iii) any changes that may be needed to the Authority's requirements for Services for the remaining Contract Months in the Contract Year in order not to exceed the Annual Service Operating Budget,

following which the Authority may, in its sole discretion issue directions in writing to the DP specifying any changes in the Authority's requirements for Services for any or all of the remaining Contract Months in that Contract Year;

- (j) considering and (where relevant) making recommendations to the Operating Board as to any adjustments to:
  - (i) the Annual Service Operating Budget for the Contract Year; and/or
  - (ii) the Adjustment Factors;
- (k) considering proposed amendments to the Service Delivery Plan in accordance with clause 9, provided that it shall be at the Authority's sole discretion whether or not any such amendments may be implemented;

- (l) reviewing the draft 10 year Forecast of Expenditure ("FE") produced by the DP in accordance with schedule 9 (*Annual Planning Cycle*) and advising on any proposed changes;
  - (m) reviewing the outcome of remedial actions in accordance with clause 77 (*Rectification Plan Process*);
  - (n) reviewing the risks, issues and opportunities which may affect the Services; and
  - (o) during the Transition Period, a detailed review of progress against the Transition Plan.
- (3) Where the matters addressed in paragraph 10.1(A)(2) result in decisions to defer expenditure in order to accommodate budget requirements or otherwise, the DP will be relieved of its service performance obligations to the extent authorised by the PFWG and will not accrue Service Performance Failure Points for affected SOR requirements, save where the deferral of such expenditure is due to any Service Performance Failure, Cost Performance Failure or failure to comply with the requirements of or breach of its obligations under this Agreement by the DP.

**(B) Invoicing and Payment**

- (1) The Authority's senior representative attending the PFWG Monthly Meeting shall notify the DP of the amount approved by the Authority as the Monthly Service Payment, whereupon the DP shall provide the Authority with a Monthly Service Payment Invoice for the approved amount. The Monthly Service Payment shall be based upon the Monthly Performance Report submitted in accordance with schedule 11 (*Specified MI*), paragraph 10.
- (2) The Authority may withhold payment of any disputed amount pending agreement or determination of the DP's entitlement in relation to the disputed amount, in which case the Authority's said representative shall notify the DP of the amount of the Monthly Service Payment that is in the Authority's view payable (the "**undisputed amount**") and that the Authority is withholding payment approval of any disputed amounts, giving its reasons for doing so. The DP shall only include the undisputed amount in the Monthly Service Payment Invoice.
- (3) The Parties shall comply with the requirements of clause 29 (*Payment*) and the Monthly Service Payment Procedure and the Authority shall pay the DP the correctly-invoiced Monthly Service Payment.
- (4) The Authority shall provide in writing at the time of any withholding pursuant to paragraph 10.1(B)(2) its rationale for determining any disputed amount, including any relevant calculations, in sufficient detail for the DP to ascertain the reasons for the withholding. The Parties shall work together to resolve the dispute as expeditiously as possible, with the objective of resolving the amount due by the following month. Where the Parties resolve that an amount is payable that amount shall be included in the next Monthly Service Payment Invoice.



**(C) Monthly Performance Report**

The DP shall within three (3) Business Days of the PFWG Monthly Meeting produce a revised version of the Monthly Performance Report reflecting what has been agreed by the PFWG and provide it to the members of the Operating Board.

**10.2 PFWG Annual Meeting**

- (A) Within two (2) Business Days of the date on which the Required PFWG Annual MI is submitted by the DP to the Authority, the Parties shall hold a PFWG Annual Meeting in accordance with SOR Line Item 1.3.2 in schedule 2 (*Statement of Requirements*) at which the Parties shall review:
- (1) the Actual Gain Share Payable and all related calculations; and
  - (2) the outcome of any remedial actions and the implementation of any Changes.
- (B) The Authority's senior representative attending the PFWG Annual Meeting shall notify the DP of the amount approved by the Authority as the Actual Gain Share Payable, and the DP shall include the approved amount of Actual Gain Share Payable in the relevant Monthly Service Payment Invoice.

**10.3 PFWG Weekly Meeting**

- (A) The parties shall hold a PFWG Weekly Meeting within 3 Business Days of the end of each Contract Week throughout the Term in accordance with SOR Line Item 1.3.2 in schedule 2 (*Statement of Requirements*), at which the matters addressed shall include, in respect of the previous Contract Week:
- (1) reviewing the Required PFWG Weekly MI and relevant documentation and information provided by the DP;
  - (2) reviewing activities and costs against the Annual Operating Budget, the Annual Service Operating Budget, the Annual Commodity Operating Budget, the Annual Commodity Category Operating Budget, the Annual Planned Budget, the Annual Estimated Budgets, the Monthly Service Operating Budget, the Monthly Commodity Operating Budget and the Monthly Commodity Category Operating Budget;
  - (3) determining any actions required;
  - (4) notification by the DP of the CPSP Requests that the DP expects to present to the Authority in not less than twenty (20) Business Days' time;
  - (5) reviewing the CPSP Requests presented to the Authority during the week together with the Supplier Invoices included in such requests, and the DP's reconciliation of such requests against the expected CPSP Requests notified by the DP; and
  - (6) reviewing the payments made from the Escrow Account during the Contract Week, and
  - (7) during the Transition Period, reviewing progress against the Transition Plan.

- (B) The Authority's senior representative attending the PFWG Weekly Meeting shall notify the DP of the amounts approved by the Authority in the CPSP Requests presented during the week and the Authority shall pay the approved amount into the Escrow Account in accordance with clause 29 (*Payment*) and the Commodity Product Supply Payment Procedure.

#### 10.4 DP's responsibilities in respect of all PFWG Meetings

The DP shall:

- (A) provide the Authority with the relevant Required PFWG MI within the time specified in SOR Line Item 1.3.2 in schedule 2 (*Statement of Requirements*);
- (B) organise, attend and provide secretariat and administrative support;
- (C) ensure the attendance of all relevant persons, and that they are notified of the time and date of the meeting in sufficient time to enable them to attend;
- (D) take minutes of the meeting;
- (E) issue the minutes of the meeting to each of the attendees within the time specified in SOR Line Item 1.3.2 in schedule 2 (*Statement of Requirements*); and
- (F) be responsible for all relevant administrative arrangements.

#### 10.5 Constitution of the PFWG

- (A) The PFWG shall be a sub-committee of the Operating Board.
- (B) Meetings of the PFWG shall be attended by the DP's and the Authority's senior operational and commercial representatives. Responsibility for attendance may with the agreement of both Parties be delegated to such persons as they consider appropriate for the tasks of the PFWG.
- (C) The Authority may in its sole discretion require a member of the PFWG appointed by the DP to be removed from the PFWG by giving written notice to the DP. On receipt of such notice the DP shall replace such member as soon as practicable.
- (D) Each Party may invite any other person to attend any meeting of the PFWG provided that the Party issuing the invitation ensures that any such person signs an undertaking with the Authority confirming that it agrees to be bound by the provisions of clause 51 (*Confidentiality*) (with all necessary changes having been made) and complies with all relevant security requirements.

#### 11. Daily Dashboard

- 11.1 The DP shall provide the Authority with the Daily Dashboard in respect of each day throughout the Term.



**SCHEDULE 13: AUDIT****1. Introduction**

- 1.1 This schedule 13 provides for Audit of the DP, SupplyCo and the other Subcontractors and their activities in relation to this Agreement.
- 1.2 The Audit Rights shall also be exercisable by the Authority Audit Agents.
- 1.3 Audits and any associated reports and courses of action arising therefrom shall not prejudice or constitute a waiver or exclusion of any:
- (A) DP obligation or liability; and/or
  - (B) right or remedy of the Authority,
- under or in relation to this Agreement.

**2. Audit Rights and Responsibilities**

- 2.1 The DP shall provide all reasonable assistance (and procure such assistance from SupplyCo and the other Subcontractors) to enable the exercise of the Audit Rights.
- 2.2 The Authority Audit Agents who shall be entitled to exercise the Audit Rights shall include:
- (A) internal and external auditors of the Authority;
  - (B) statutory or regulatory auditors of the Authority;
  - (C) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
  - (D) any person appointed by the Authority to carry out audit or similar review functions; and
  - (E) successors to any of the above.
- 2.3 The term "Audit Access" shall include the grant of the following to the Authority and the Authority Audit Agents:
- (A) full access to the complete management accounts and information actually used by the DP in the day-to-day provision of the Services and any associated activities;
  - (B) full access to the complete management accounts and information actually used by each of SupplyCo and the other Subcontractors in the day-to-day provision of services and/or commodities to the DP in connection with this Agreement and any associated activities;
  - (C) full access to any information used by each of the DP, SupplyCo and the other Subcontractors as a basis for calculating the Monthly Service Payment and all the elements of the Monthly Service Payment and any other amounts payable by the Authority under this Agreement (including any proposed or actual variations to such payments);
  - (D) access to hard and soft copies of all MI;

- (E) access to review, duplicate and remove copies of MI;
- (F) access to all DP Sites and DP Personnel;
- (G) access to and use of any equipment, systems and information used by each of the DP, SupplyCo and the other Subcontractors in performing or facilitating the Services;
- (H) access to any Project Assets belonging to, or leased or licensed to or by the Authority in the possession or control of each of the DP, SupplyCo and the other Subcontractors;
- (I) the right to install and run audit software on the DP's, SupplyCo's and the other Subcontractors' systems (whether at DP Sites or otherwise), subject to compliance with reasonable IT security procedures notified to the applicable Authority Audit Agent by the DP in a timely manner prior to the relevant Audit;
- (J) the provision by the DP and DP Personnel of such oral and written information as required by the Authority Audit Agents for the purposes of the Audit;
- (K) access to and use of any documentation, plans or models developed by the DP, SupplyCo and/or other Key Subcontractors under this Agreement;
- (L) such other access to information, equipment, personnel and locations as reasonably required within the scope of an Audit; and
- (M) the use of such facilities as any Authority Audit Agent may require in relation to the exercise of the Audit Rights.

2.4 The Audit Access rights of the Authority and/or any Authority Audit Agent in relation to any Subcontract shall not cease on expiry or termination of such Subcontract and the Authority and/or any Authority Audit Agent shall continue to be entitled to Audit the Subcontractor provided that in respect of non-Key Subcontractors, such entitlement shall cease six (6) years after the expiry or termination of such non-Key Subcontract.

2.5 Audits may be carried out pursuant to this schedule 13 in order to:

- (A) conduct the Authority's internal and statutory audits;
- (B) prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (C) verify the calculations carried out in ascertaining the Monthly Service Payment and/or any other amounts payable by the Authority under this Agreement (including any proposed or actual variations to such payments), including reviewing the DP Financial Model, the ROADB, the Outturn Report and all supporting calculations and their application;
- (D) verify the DP's, SupplyCo's and the other Subcontractors' compliance with applicable Laws;
- (E) review, verify and quality assess the MI and their maintenance;
- (F) review, verify and quality assess any reports and management information provided in connection with the terms of this Agreement;

- (G) verify the integrity, confidentiality and security of the data being processed, stored and/or accessed by each of the DP, SupplyCo and the other Subcontractors in connection with this Agreement;
  - (H) identify or investigate actual or suspected fraud, impropriety or accounting mistakes, provided that the Authority will be under no obligation to inform the DP of the purpose or objective of its investigations;
  - (I) identify or investigate any circumstances which may impact upon the financial stability of each of the DP, SupplyCo and the other Subcontractors or their ability to provide services or goods or the integrity, continuity and timeliness of the defence supply chain;
  - (J) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
  - (K) inform any examination of the economy, efficiency and effectiveness of the Authority and the use of its resources;
  - (L) assist, perform or satisfy any other audit that may be required by any of the Regulatory Bodies; and/or
  - (M) verify the technical or financial aspects of any Change pursuant to schedule 25 (*Change Procedure*).
- 2.6 Save in the case of an Emergency Audit, the Authority shall provide at least ten (10) Business Days' notice of any Audit it intends to carry out, specifying the locations to be audited, the anticipated time of arrival and the names and titles of the attendees, together with the organisation(s) they represent.
- 2.7 Following notification of an Audit and subject to paragraph 2.2(D), the DP shall provide the Authority Audit Agents with such Audit Access as the Authority and/or the Authority Audit Agents request.
- 2.8 The DP shall provide the National Audit Office with such access to such information as the National Audit Office may require, and shall promptly comply with any request by the National Audit Office for copies of any such information to the extent allowed under the Data Protection Act 1998.
- 2.9 For the purpose of the examination and certification of the accounts of the Authority and/or any examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and the effectiveness with which the Authority has used its resources, the DP shall and shall ensure that SupplyCo and the other Subcontractors enable the National Audit Office and its representatives to examine such documents including records (whether or not on the DP's IT systems) as it may reasonably require which are owned, held or otherwise within the control of the DP, SupplyCo or the other Subcontractors, and the DP shall provide the National Audit Office with all oral or written explanations it may request.
- 2.10 Without prejudice to the generality of this paragraph 2, the DP shall provide the Comptroller and Auditor General and each of their authorised representatives with full access to, the right of inspection of, and extraction from all Data whether manual or on computer that relate to the Authority's property (both real and personal) leased to or otherwise made available to the DP. All such Data shall be retained by the DP for a period of 6 years after the DP's responsibilities for such property have been discharged.