

OFFICIAL-SENSITIVE COMMERCIAL

SCHEDULE 8.4

REPORTS AND RECORDS PROVISIONS

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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 8.4 (*Records and Provisions*) (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 8.4 (*Records and Provisions*).
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.

2 OTHER REPORTS

The Authority shall require 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;
- (d) annual evidences of the Insurances;
- (e) security reports in accordance with the requirements of Schedule 2.4 (*Security Management*); and
- (f) Force Majeure Event reports.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 2 (together “**Records**”) of this Schedule 8.4 (*Records and Reports*):

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- (a) in accordance with the requirements of the Records Management Code issued under Section 46 of the FOIA;
 - (b) in chronological order;
 - (c) in a form that is capable of audit; and
 - (d) at its own expense.
- 3.2 On request, the Supplier shall make the Records available for inspection to the Authority, and permit copies to be taken, 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 expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination of this Agreement.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
 - (a) as soon as they are available, and in any event within sixty (60) Working Days after the end of the first six (6) months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates where such un-audited accounts have been filed at Companies House; and
 - (b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 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 Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

4 Virtual Library

- 4.1 The Supplier shall, no later than twenty (20) Working Days after the Effective Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of Personal Data) and compliance with Clause 19 (*Protection of Personal Data*), make information about this Agreement available in accordance with the requirements

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outlined in this Schedule. Where any of the information described in Annex 3 of this Schedule 8.4 (*Records and Reports*) is, by virtue of other requirements in the Agreement, required to be provided by the Supplier in advance of the timelines for creating the Virtual Library stated above, the Supplier shall ensure that the Authority is able to access such information by other means and shall subsequently upload such information to the Virtual Library immediately upon its creation.

4.2 The Supplier shall ensure that the Virtual Library is:

- (a) capable of holding and allowing access to the information described in Annex 3 of this Schedule 8.4 (*Records and Reports*) and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
- (b) structured so that each document uploaded has a unique identifier which is automatically assigned;
- (c) readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
- (d) structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);
- (e) structured and maintained in accordance with the security requirements as set out in this Agreement including those set out in Schedule 2.4 (*Security Management*);
- (f) created and based on open standards in Schedule 2.3 (*Standards*); and
- (g) backed up on a secure off-site system.

4.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute New IPR which shall be assigned to the Authority pursuant to Paragraph 3.7 of Schedule 5 (*Intellectual Property Rights*) of this Agreement.

4.4 The Supplier shall upload complete and accurate information specified in Annex 3 of this Schedule 8.4 (*Records and Reports*) by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case by the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.

4.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall, on the same date as the upload, ensure that the Authority is made aware that a new upload has been made. Except for notices under Clause 40.4, items covered under Clause 40.6 or Change Communications in accordance with Schedule 8.2 (*Change Control*), where the Supplier is under an obligation to provide information to the Authority in a provision under this Agreement, then the Supplier's upload of that information onto

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

- 4.6 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 3 of this Schedule 8.4 (*Records and Reports*) shall not take precedence over any other obligation to provide information in this Agreement and the Supplier shall refer to the applicable provision of the Agreement for further details as to the requirement.
- 4.7 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 3 of this Schedule 8.4 (*Records and Reports*)) access to view and download the specified information in the Virtual Library in Annex 3 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 3 to this Schedule 8.4 (*Records and Reports*).
- 4.8 Where Access Permission is not listed (in column 6 of the table at Annex 3 of this Schedule 8.4 (*Records and Reports*)) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Annex 3 of this Schedule 8.4 (*Records and Reports*)) from the Initial Upload Date.
- 4.9 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
 - (a) be entitled to access, view and download information specified in Annex 3 of this Schedule 8.4 (*Records and Reports*) subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 4.9(b) of this Schedule 8.4 (*Records and Reports*)); and
 - (b) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.10 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 3 of this Schedule 8.4 (*Records and Reports*). In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
- 4.11 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Agreement at the date of upload.
- 4.12 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand

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due to an Update Requirement specified in Annex 3 of this Schedule 8.4 (*Records and Reports*).

- 4.13 In the event of a conflict between any requirement in this Agreement (excluding Annex 3 of this Schedule 8.4 (*Records and Reports*)) for the Supplier to provide information to the Authority and the requirements set out in Annex 3 of this Schedule 8.4 (*Records and Reports*), the requirement elsewhere in this Agreement shall prevail.
- 4.14 The Supplier shall ensure that all approved users of the Virtual Library are made aware, via the Joint Programme Management Office, each time that information in the Virtual Library is uploaded or updated as it occurs.
- 4.15 No later than the date on which the Virtual Library is created in accordance with Paragraph 4.1 of this Schedule, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 4.16 The Supplier shall provide the Authority's nominated users with training and ongoing support to enable them to make use of the Virtual Library.
- 4.17 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

ANNEX 1: TRANSPARENCY REPORTS

The Authority shall publish the Agreement save where redacted in accordance with Schedule 4.2 (*Commercially Sensitive Information*). In particular, the Authority shall publish the following Transparency Reports:

TITLE	CONTENT	FORMAT	FREQUENCY
<i>Performance</i>	KPIs agreed as to be published in Schedule 2.2 (<i>Performance Levels</i>)	As required by Cabinet Office	Quarterly based on the available reports in accordance with the relevant reporting cycle in Schedule 2.2 (<i>Performance Levels</i>)
<i>Charges</i>	Breakdown of Charges for the period, with reference to the service and/or Change Request for each Charge as appropriate	Spreadsheet	Monthly
<i>(Key Sub-contractors)</i>	List of Key Sub-contractors, certification and any other information to be reported by the Supplier in relation to Key	Document/Spreadsheet	Annual

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	Sub-contractors under this Agreement		
<i>Social Value</i>	Social Value SPIs agreed as to be published in Schedule 2.2 (<i>Performance Levels</i>)	As required by Cabinet Office	Quarterly based on the available reports in accordance with the relevant reporting cycle in Schedule 2.2 (<i>Performance Levels</i>)

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ANNEX 2: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited and un-audited accounts (where required under Paragraph 3.6(a) above), of the Guarantor and the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them as referred to in Schedule 2.5 (*Insurance Requirements*).
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.

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ANNEX 3: RECORDS TO UPLOAD TO VIRTUAL LIBRARY

REDACTED

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ANNEX 4: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

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

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