# **Framework Schedule 10 (Virtual Library)**

1. **Definitions**
   1. In this Framework Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions);

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| **"** **Access Permission"** | the rights of the Authority to access information in the Virtual Library as more specifically set out in column 6 to Annex 1 of this Framework Schedule; |
| **“Framework Supplier”** | a provider that is appointed to any lot of the Framework Agreement; |
| **“Initial Upload Date”** | means the occurrence of an event detailed in Annex 1 which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library; |
| **“OS”** | Means Official Sensitive. If it is found that OS marked material is not suitable for storage in SharePoint, the Supplier will maintain those documents separately within its existing OS rated storage area for project documentation; |
| **“Update Requirement”** | means the occurrence of an event detailed in Annex 1 which requires the Supplier to update the relevant information hosted on the Virtual Library; |

1. **Virtual Library**
   1. Subject to Paragraph 2.2, the Framework Suppliers shall within 4 weeks of the Framework Start Date and without charge to the Authority, configure a SharePoint file storage location (“**SharePoint**”) to create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make available the information set out in Annex 1 to this Schedule.
   2. The Parties have agreed that SharePoint shall be used as temporary storage location for documentation and files to be included in the Virtual Library. The Parties will agree an alternative solution to SharePoint within 6 months of the Framework Start Date which shall be used by the Framework Suppliers for the purposes of the Virtual Library.
   3. The Supplier shall ensure that the Virtual Library is:
      * 1. capable of holding and allowing access to the information described in Annex 1 of this Schedule 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. Until such time as a new solution is agreed pursuant to Paragraph 2.2 above, in the event that SharePoint does not provide the meta data required under this Schedule, the Supplier will maintain a suitable indexing document (the “**Index**”). If it is found that OS marked material is not suitable for storage in SharePoint, the Supplier will maintain those documents separately within its existing OS rated storage area for project documentation, copies of which can be requested from the Supplier and provided to the Authority in accordance with the timings set out in Annex 1 of this Schedule. The Supplier shall maintain the Index which will contain all of the necessary details required under this Schedule and which will be available for viewing by the Authority;
        2. structured so that each document uploaded has a unique identifier which is automatically assigned or whilst SharePoint is being used appropriate details maintained in the Index;
        3. 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;
        4. 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 basis);
        5. structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Call-Off Schedule 9 (Security) and Framework Schedule 9 (Cyber Essentials Scheme);
        6. created and based on open standards (where possible and applicable) in Call-Off Schedule 1 (Transparency Reports); and
        7. backed up on a secure off-site system. The Supplier shall ensure the document store content is maintained in a separate internal storage location which is subject to daily backups.
   4. For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a set of documents which constitute Project Specific IPR which shall be vested in the Authority pursuant to Paragraph 2.1 of Call-Off Schedule 12 *(*Intellectual Property Rights*)* of this Contract.
   5. Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 1 shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.
   6. Where Access Permission is specified in Annex 1 as being granted to the Authority’s Third Party Auditor (prior to the Authority being granted access) it shall:
      * 1. be entitled to access, view and download information specified in Annex 1 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 Clause 15.2 (What You Must Keep Confidential); and
        2. report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
   7. The Authority shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 1. 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 Framework Suppliers shall not delete or overwrite any information that has been stored in the Virtual Library.
   8. The Framework Suppliers warrant that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
   9. Where a Framework 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 relevant Framework Supplier shall provide an update to the information within 30 days unless already due to be updated beforehand due to an Update Requirement specified in Annex 1.
   10. In the event of a conflict between any requirement in this Contract (excluding Annex 1) for the Framework Suppliers to provide information to the Authority and the requirements set out in Annex 1 of this Schedule, the requirement elsewhere in this Contract shall prevail.
   11. The Framework Suppliers shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs. The Authority will provide and maintain a list of approved staff to be notified to the Supplier through a distribution list used by the Supplier.
   12. 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 Framework Suppliers’ own cost and expense.

**ANNEX 1**

| **Applicable Clause/ Paragraph** | **Required Data** | **Format of Data** | **Initial Upload Date** | **Update Requirement** | **Access Permission and Access Event (where applicable)** |
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