

SCHEDULE 24

REPORTS AND RECORDS PROVISIONS

Schedule 24 (*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 (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.
- 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 Contract.¹

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 5 (*Security Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
 - (c) reports which the Supplier is required to supply as part of the Management Information;
 - (d) annual reports on the insurance which the Supplier is required to maintain pursuant to this Contract;
 - (e) security reports;
 - (f) Force Majeure Event reports;
 - (g) a monthly report setting out the number of days of resources (by SFIA role) utilised by or on behalf of the Supplier in the provision of

¹ The Authority can confirm that the Transparency Reports are required for internal Authority governance and will be agreed after Contract Award; Monthly Progress Reports (as referenced in the SOW) do not form part of the Transparency Reports. The Authority can confirm that Monthly Progress Reports will be required to support the internal project Governance as outlined in Schedule 21 which includes 'the provision of reports, Management Information and other information as inputs to a meeting or process associated with a Board' (see Schedule 21 para 3.2.2).

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the Exit Services (other than those resources which were spent in the delivery of the Exit Milestone as defined in Schedule 25 (*Exit Management*)); and

- (h) a quarterly report setting out details of the software licences acquired by the Supplier on behalf of the Authority in respect of DEEAMS, and current DEEAMS solution End User numbers, categorised by software product, persona (as defined in the Authority Requirements), and licence type. Such report shall track licence usage by persona and highlight trends, discrepancies, and forecasted changes.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (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; 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 expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 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 Contract
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, 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

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- 4.1 The Supplier shall, no later than eight (8) weeks prior to the Operational Services Commencement 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) make information about this Contract available in accordance with the requirements outlined in this Schedule.
- 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 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 Contract including those set out in Schedule 5 (*Security Management*);
 - (f) created and based on open standards in Schedule 4 (*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 Project Specific IPR which shall be assigned to the Authority pursuant to Paragraph 2.1 of Schedule 32 (*Intellectual Property Rights*) of this Contract.
- 4.4 The Supplier shall upload complete and accurate information specified in Annex 3 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto the 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 email on the same date as the upload, a copy of the document to the nominated Authority email address at:

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- 4.6 Except for notices under Clause 43.4 or items covered by Clause 43.6, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, then the Supplier's upload of that information onto 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.
- 4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 3 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.
- 4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 3) 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.
- 4.9 Where Access Permission is not listed (in column 6 of the table at Annex 3) 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) from the Initial Upload Date.
- 4.10 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 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 4.10(b) of this Schedule); 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.
- 4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified in Annex 3. 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.
- 4.12 The Supplier warrants 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.

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- 4.13 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 due to an Update Requirement specified in Annex 3.
- 4.14 In the event of a conflict between any requirement in this Contract (excluding Annex 3) for the Supplier to provide information to the Authority and the requirements set out in Annex 3 of this Schedule, the requirement elsewhere in this Contract shall prevail.
- 4.15 The Supplier 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.
- 4.16 No later than one (1) Month prior to the Operational Services Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.18 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.

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ANNEX 1: TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
<i>(Performance)</i>	N/A		
<i>(Charges)</i>	N/A		
<i>(Major sub-contractors)</i>	N/A		
<i>(Technical)</i>	N/A		
<i>(Performance management)</i>	Publication requirements are in accordance with Paragraph 4.1 of Schedule 3 – Performance Levels.		

ANNEX 2: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

- 1 This Contract, its Schedules and all amendments to such documents.
- 2 All other documents which this Contract 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 accounts of 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 Contract and any claims made in respect of them.
- 17 All journals and audit trail data referred to in Schedule 5 (*Security Management*).



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- 18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

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ANNEX 3: RECORDS TO UPLOAD TO VIRTUAL LIBRARY

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 5.5(e), (f), 5.8(b), Paragraphs 2.1(a) and 2.2(a)(ii) of Schedule 32	Documentation	As appropriate and agreed by the Authority	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Authority
CI 14.3	Key Personnel	Sch 29	Effective Date	On replacement of Key Personnel	Authority
Sch 3 Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 3 Part B	Operational Service Commencement Date	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 5, Para 4.2	Core Information Management System diagram	Sch 5, Annex 3	The date specified in the Detailed Implementation Plan	Regular review and at least annually	Authority
Sch 5, Para 7.1, 7.4, 7.6	Security certificates	Sch 5, Annex 3	Prior to receiving, storing or processing any Authority Data	-	-

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 6, Para 4	Evidence of insurance coverage	Sch 6	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
Sch 9	Commercially Sensitive Information	Sch 9	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
CI 15.7	Notified Key Subcontractors	Sch 10	Effective Date	On replacement of key subcontractor	Authority
Sch 11, Para 1	Third Party Contracts	Sch 11	Effective Date	On appointment of subcontract	Authority
CI 15.6 and 15.7	Notified Key Sub-Contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority
CI 15.26	Supply chain Transparency Reports	Sch 24, Annex 4	Thirty (30) days prior to the end of each financial year	Every twelve (12) months	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 16 and Schedule 32 (<i>Intellectual Property Rights</i>)	Software	Sch 12 and Annex 1 to Schedule 32 (<i>Intellectual Property Rights</i>)	Operational Services Commencement Date	Upon Agreement by the Authority to vary the information	Authority
CI 6.4	Detailed Implementation Plan	Sch 13	Within twenty (20) Working Days of Effective Date	Every three (3) months from Effective Date	Authority
CI 34.8(h)	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within twelve (12) months	Every twelve (12) months	Authority
Sch 14, Para 4	Test Strategy	As appropriate and agreed by the Authority	Within twenty (20) Working Days of Effective Date	Upon update to the test strategy	Authority
Sch 14, Para 5	Test Plan	As appropriate and agreed by the Authority	Twenty (20) prior Working Days of relevant test	Upon update to the test plan	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 14, Para 8	Test Specification	As appropriate and agreed by the Authority	Ten (10) prior Working Days of relevant test	Upon update to the test specification	Authority
Sch 14, Para 8	Test Completion Report	As appropriate and agreed by the Authority	Two (2) Working Days prior to the date on which the test is planned to end for the draft Test Completion Report Five (5) days for the final Test Completion Report following the relevant test completion	Reissue with each retest	Authority
Sch 15, Part D Para 1.2	Template invoice	As appropriate and agreed by the Authority	Within ten (10) Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority
Sch 18, Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Authority	As soon as reasonably practicable and in any event within ten (10) Working Days of initial	On a regular basis (not less than fortnightly)	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			notification or awareness of a Financial Distress Event		
Sch 21, Para 3.5	Representation and structure of boards	Sch 21 Annex 1	Within seven (7) days of receipt of intention, or in the case of a non-Authority board member, agreement by the Authority	-	Authority
Sch 21, Para 3.10(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within seven (7) days of receipt from chairperson	-	Authority
Sch 22, Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Authority	Within ten (10) Working Days of date of receiving change request.	-	Authority
Sch 22, Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within ten (10) Working Days of request by the Authority to update	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				under Schedule 22 Para 5.4	
Sch 22, Para 2.6	Update full copy of the Agreement and copy of annotated version illustrating changes	PDF and MS Word (editable)	Within ten (10) Working Days of signature of Change Authorisation Note	Any variation	Authority
Sch 22, Para 4	Change Request	Sch 22, Annex 1	Within ten (10) Working Days of Authority issuing the Change Request	-	Authority
Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than twenty (20) Working Days from an unresolved dispute arising	Any variation	Authority
Sch 23, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Authority
Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within three (3) months of the Effective Date	Frequency specified in Sch 24, Annex 1	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 25, Para 7.1	Exit Management Plan	As appropriate and agreed by the Authority	Within four (4) months of the Operation Services Commencement Date	As provided in Sch 25, Para 7.4	Authority
Sch 25, Para 8.1	Specific Exit Plan	As appropriate and agreed by the Authority	Within twenty (20) Working Days of the Authority's request	Any variation	Authority
Sch 25, Para 9.1	Detailed Exit Plan	As appropriate and agreed by the Authority	Within ten (10) Working Days of receipt of the Replacement Supplier's draft implementation plan	Any variation	Authority and its potential Replacement Suppliers
Sch 25, Para 12.3	Re-Procurement Information	As appropriate	As specified in Sch 25, Para 12.3	As specified in Sch 25, Para 12.3 and 13.6	Authority
Sch 26 Service Continuity	Service Continuity Plan	Sch 26, Para 2.2	Within forty (40) Working Days from the Effective Date	Sch 26, Para 7.1	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26, Para 6.2	Within twenty (20) Working Days of the conclusion of each review of the Service Continuity Plan.	-	-
Sch 26, Part B	Corporate Resolution Planning Information	Sch 26, Part B, Para 2.3	Sch 26, Part B, Para 2.2	Sch 26, Para 2.8	Authority
Sch 18, Para 7	Board Confirmation	As set out at Annex 3 of Sch 18	Within one hundred and twenty (120) days of the first Accounting Reference Date to occur (as such term is defined in Schedule 18)	Within fifteen (15) months of the previous Board Confirmation provided or within one hundred and twenty (120) days after each Accounting Reference Date (whichever is the earlier, as such term is defined in Schedule 18)	Authority
Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and Staffing Information	As appropriate and agreed by the Authority	Sch 28, Para 1.1(a) - (d)	At such intervals as are reasonably requested by the Authority	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority	At least twenty (20) Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Authority and, at the discretion of the Authority, the Replacement Supplier and/or any Replacement Subcontractor
Sch 28, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority	Effective Date	-	Authority
Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority	Within five (5) Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-contractor

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 28, Annex E1	List of Notified Sub-contractors	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
Sch 29	Key Personnel	Sch 29	Effective Date	As amended from time to time	Authority
Sch 31, Annex 1 Para 2.1	Reports on Data Subject Requests	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority and Supplier

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ANNEX 4: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

The Parties agree to use DEFFORM 139 for the template.

