

**CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY**

**SCHEDULE 24**

**REPORTS AND RECORDS PROVISIONS**

## **1 MANAGEMENT INFORMATION**

- 1.1 Without prejudice to any other requirement to provide data and information elsewhere in the Agreement, the Supplier shall comply with the monitoring and reporting arrangements set out in this Schedule.
- 1.2 The Supplier is responsible for monitoring and reporting on the performance of the Agreement against the requirements set out in the Agreement, which includes the provision of such data and information as requested by the Authority and/or that the Supplier may be required to produce under the Agreement. The reports shall be compatible with the Authority's systems (as directed by the Authority from time to time).
- 1.3 The Supplier agrees to provide the Management Information specified in Annex 1 and Annex 2, including in respect of the frequency, format, content of reports and labelling as agreed with the Authority. The Supplier agrees that the Authority may require changes to the format of the Management Information from time to time.
- 1.4 Unless otherwise specified by the Authority, each report shall be supplied to the Authority's contract management team by the submission date specified for the report in question in Annex 2 and shall be fully up-to-date with all events leading up to the end of the relevant review period.
- 1.5 Reporting requirements are split into three workstreams: Contracts and Commercial, Service Delivery, and Commodity Appraisal reporting. Annex 1 contains a summary of Management Information reports to be provided by the Supplier and the frequency with which each report must be provided. Annex 2 sets out the detailed requirements for each Management Information report to be provided by the Supplier.
- 1.6 The Supplier is responsible for collating and storing the information required to populate the reports specified in this Schedule.
- 1.7 The Supplier agrees that the administration of data and reports shall be consistently and robustly managed to ensure that data shall be accurate and verifiable and that any inaccuracies or inconsistencies in reporting and data shall be fully explained and promptly rectified.
- 1.8 The Supplier is required to have adequate processes and systems (including enabling ICT) in place to collate and provide the reports specified in Annex 1 and Annex 2 within the timeframes as set out. The Supplier shall inform the Authority no less than thirty (30) days in advance of any changes to such processes and systems, where such change is likely to impact on the Supplier's ability to fulfil its obligations under this Schedule.
- 1.9 Where the changes referred to in Paragraph 1.8 above provide an opportunity for the Supplier to improve the reporting of Management Information under this Schedule, the Supplier shall work with the Authority to ensure that such improvements are incorporated into the reporting of Management Information by the Supplier. Where appropriate, such improvements will be incorporated into this Schedule as changes agreed under the Change Control Procedure.
- 1.10 The Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier in each period to which a Management Information report relates.
- 1.11 The Supplier shall ensure that copies of all reports required to be provided in accordance with this Schedule, any variations or amendments thereto and any other documents or records reasonably required by the Authority are available on request to the Authority on-line and are capable of being printed.

## **2 OTHER REPORTS**

- 2.1 In addition to the Management Information, the Authority may require the Supplier to provide any or all of the following reports:

- (a) not used;
- (b) reports relating to tests carried out under Schedule 5 (*Security Management*) and Schedule 26 (*Service Continuity and Corporate Resolution Planning*);
- (c) annual reports on the Insurances; and
- (d) not used
- (e) Force Majeure Event reports.

### **3 RECORDS**

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Annex 1 (Records to be kept by the Supplier) ("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 Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Products and Services including but not limited to all Records.
- 3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination of this Agreement.
- 3.6 Where records are archived, they should be retrievable within five (5) Working Days of request for information. The cost of retrieving the records shall sit with the Supplier. All reports shall be supplied properly labelled and referenced with report number at all times.
- 3.7 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 un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; 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 (1) month after being published, 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 CONTRACT INFORMATION TO BE MAINTAINED BY THE SUPPLIER**

4.1 The Supplier shall, at no cost to the Authority, maintain and update the information listed at Annex 4:

4.1.1 in a central database, in format which is accessible to the Authority (in accordance with any format requirements set out in Annex 4);

4.1.2 and in accordance with any applicable legislation governing the use or processing of personal data;

4.1.3 securely and backed up in accordance with Good Industry Practice,

and make such information available to the Authority in accordance with the terms of this Agreement and in any case promptly upon request by the Authority. The Supplier warrants that any information so maintained is complete and accurate at the time it is created and updated.

# ANNEX 1: MONITORING AND MANAGEMENT INFORMATION SUMMARY TABLE

Workstream	Report Reference	Report Name	Frequency					
			Ad-hoc	Daily	Weekly	Monthly	Quarterly	Annual
Contract & Commercial	CC001	Pricing and Payment Report					x	
	CC002	Price Hold Report				x		
	CC003	Substitute Report				x		
	CC004	Product Change Report				x		
	CC005	Sales Report				x		
	CC006	Monthly KPI Report (Performance Monitoring Report)				x		
	CC007	DEFRA Balanced Scorecard					x	
	CC008	Value for Money Report					x	
	CC009	Contract Review						x
Service Delivery	SD001	Health & Safety Report				x		
	SD002	Service Error Recovery Process				x		
	SD003	Customer Services Log				x		

	SD004	Transport & Delivery Report						Six monthly
	SD005	Successful Delivery Time Report				x		
	SD006	Asset Register Report						x
	SD007	Sustainability Plan Report						x
Commodity Appraisal	CA001	Allergen Report				x		

## ANNEX 2: MONITORING AND MANAGEMENT INFORMATION DETAILED REQUIREMENTS

Workstream	Report Reference	Report Name	Requirements	Details
Contract & Commercial	CC001	Pricing & Payment Reports	Description	<p>The Supplier is required to report to the Authority in accordance with the provisions of Schedule 15 (Charges and Invoicing). Such reporting shall include:</p> <ul style="list-style-type: none"> <li>the Relevant Index Report and the Supplier's proposals for changes to the Movement Rate Cost; and</li> <li>the Supplier's proposals for Commodity Cost adjustments (if any).</li> </ul>
			Frequency	<p>The Relevant Index Report and the Supplier's proposals for changes to the Movement Rate Cost are required to be provided on an annual basis.</p> <p>If the Supplier submits proposals for Commodity Cost adjustments, such proposals must be submitted on a quarterly basis.</p>
			Submission date	<p>Both:</p> <ul style="list-style-type: none"> <li>the Relevant Index Report and the Supplier's proposals for changes to the Movement Rate Cost; and</li> <li>the Supplier's proposals for Commodity Cost adjustments (if any),</li> </ul> <p>shall be submitted in accordance with the timescales stated in Schedule 15 (Charges and Invoicing).</p>
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<p>The content of:</p> <ul style="list-style-type: none"> <li>the Relevant Index Report and the Supplier's proposals for changes to the Movement Rate Cost; and</li> <li>the Supplier's proposals for Commodity Cost adjustments (if any),</li> </ul> <p>shall be as described in Schedule 15 (Charges and Invoicing).</p>

Contract & Commercial	CC002	Not Used	Description	
			Frequency	
			Submission date	
			Format	
			Reporting fields	a)

Contract & Commercial	CC003	Substitute Report	Description	<p>The Supplier shall provide a report listing substitutes products delivered against the original products ordered. The report should also detail prices of the goods that were originally ordered against invoiced prices.</p> <p>The Supplier is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.</p>
			Frequency	Monthly in arrears
			Submission date	Ten (10) Working Days following the end of the review period.
			Format	Power Point and Excel
			Reporting fields	a) Order numbers; b) Dates; c) Ordering Site details; d) Invoice numbers; e) Supporting information to include the following: Product information - Product code, description, quantity ordered, unit of purchase for each Product ordered (e.g. gram or millilitre as per the Catalogue), Unit Price per Product Case and total cost per Product.



Contract & Commercial	CC004	Product Change Report	Description	<p>The Supplier shall provide a report listing all products changes against the original products tendered.</p> <p>The Supplier is required to prepare a presentation detailing the product changes during the previous review period and to provide the supporting information as required in the agreed format.</p>
			Frequency	Monthly in arrears
			Submission date	Ten (10) Working Days following the end of the review period.
			Format	Power Point and Excel
			Reporting fields	<p>a) Date;</p> <p>b) Tender code;</p> <p>c) Original Product code;</p> <p>d) Reason for change;</p> <p>e) Authorised by whom;</p> <p>f) Temporary or permanent change;</p> <p>g) Replacement Product;</p> <p>h) Supporting information to include the following: Product information – Product code, description, quantity ordered, unit of purchase for each Product ordered (e.g. gram or millilitre as per the Catalogue); Unit Price per Product Case and total cost per Product; date of change, permanent or temporary change, if Product removed, date of removal</p>

Contract & Commercial	CC005	Sales Report	Description	<p>The Supplier shall provide a list of all sales of Products in the report and products that are non-catalogue spend and/or substitutes, consolidated where requested, under the Contract. The Supplier is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.</p>
			Frequency	Monthly

			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Power Point and Excel format
			Reporting fields	a) Product code; b) Product description; c) Case size per Product; d) Total volume of Products supplied; e) Product Case price breakdown – Commodity Cost, Movement Rate Cost, VAT and total cost per Product Case; f) Total sales (Total cost per Product Case x volume); g) Spend per Site (per account / Product); h) Spend per Product; i) Spend by prisoner per day - total food spend divided by total prisoners, monitored top level and broken down by Site; j) Volume and spend by Supplier type; k) Volume and spend by country of origin; l) Identification of trends and proposed areas of improvement; m) Number of Orders placed per Site; n) Number of invoices issued per Site; o) Number of Alternative Products and Substitute Products; provided; p) Number of products ordered by way of a Non-Catalogue Request; and q) Number of Product Recalls

Contract & Commercial	CC006	Monthly KPI Report (Performance Monitoring Report)	Description	The Supplier is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format. The Supplier is required to provide a report including all monthly reporting values from contract start.
			Frequency	Monthly
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel

			Reporting fields	<p>As per Paragraph 1.2 of Schedule 3 (Performance Levels), namely:</p> <p>The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:</p> <p>Information in respect of the Service Period just ended</p> <ol style="list-style-type: none"> <li>for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period;</li> <li>a summary of all Performance Failures (which, for the avoidance of doubt, in respect of KPI4, KPI6, KPI7 and , shall include a summary of each instance of compliance failure) and Critical Performance Failures that occurred during the Service Period;</li> <li>the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;</li> <li>which Performance Failures remain outstanding and progress in resolving them;</li> <li>for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant Material KPI Failure or Material PI Failure and the action being taken to reduce the likelihood of recurrence;</li> <li>the status of any outstanding Rectification Plan processes, including:</li> <li>whether or not a Rectification Plan has been agreed; and</li> <li>where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;</li> <li>for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;</li> </ol>
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			<p>j) the number of Service Points awarded in respect of each KPI Failure;</p> <p>k) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;</p> <p>l) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;</p> <p>m) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement; and</p> <p>n) such other details as the Authority may reasonably require from time to time;</p> <p>Information in respect of previous Service Periods</p> <p>o) a rolling total of the number of Performance Failures that have occurred over the past twelve Service Periods;</p> <p>p) the amount of Service Credits that have been incurred by the Supplier over the past twelve Service Periods;</p> <p>q) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and</p> <p>Information in respect of the next Quarter</p> <p>r) any scheduled Service Downtime for Permitted Maintenance and Updates for the next Quarter</p>
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Contract & Commercial	CC007	DEFRA Balanced Scorecard	Description	The Supplier is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format. Where non-compliance is identified, the Supplier shall provide details on the route to compliance, including any possible financial impacts of compliance.
			Frequency	Quarterly (Feb / May / Aug / Sept)

			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<ul style="list-style-type: none"> <li>a) Animal Welfare - % of total monetary value of animal derived foods supplied from farm assured sources;</li> <li>b) Environment - % of total monetary value of food and drink that has been inspected and certified to publicly available integrated production or organic standards;</li> <li>c) Food Safety and Hygiene - % by value of produce assured through food safety schemes;</li> <li>d) Authenticity and traceability - % by value of produce procured from chain-of-custody systems;</li> <li>e) Fair and Ethical Trade - Report on developments to improving labour conditions and other ethical aspects of the Supplier's direct and indirect supply chain;</li> <li>f) Equality and Diversity - Report on workforce composition metrics;</li> <li>g) Equality and diversity - Report on progress in your organisation's processes for ensuring fair and transparent competition in your supply chain as per the relevant factors stated in 4.3 of the DEFRA Balanced scorecard;</li> <li>h) Local and cultural engagement - Report section to cover how your organisation encourages people to understand the value the food you supply including aspects of its production and its local &amp; cultural context;</li> <li>i) Employment and Skills - Report on how your organisation is creating opportunities throughout this contract for the development of food related skills and opportunities for employment; and</li> <li>j) Supply production – countries (regions if within the UK) of produce origin, which is not the location of the supplier however where the produce originates.</li> </ul>

Contract & Commercial	CC008	Value for Money Report	Description	<p>The Supplier is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.</p> <p>Every forth Value for Money Report shall include the continuous improvement reporting requirements set out in Clause 14.1 of the Agreement.</p>
			Frequency	Quarterly (Mar / June / Sept / Dec)
			Submission date	Ten (10) working days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<p>a) Identification of demand trends and alternative suggestions made to improve value for money; and</p> <p>b) Identification of market trends/initiatives and potential application to the Contract.</p> <p>c) Every forth Value for Money Report shall include the following reporting field: Benchmarking the Unit Price for at least the top (10) fresh Products, the top (10) ambient Products, the top (10) chilled Products and the top ten (10) frozen Products (by volume across the preceding 12-month period) against three (3) external competitors offering similar Products.</p>

Contract & Commercial	CC009	Contract Review	Description	<p><b>Compliance Reports</b></p> <p>This report will summarising the Supplier's performance over the immediately preceding Contract Year, which should include (without limitation):</p> <ul style="list-style-type: none"> <li>Confirmation that the Supplier: <ul style="list-style-type: none"> <li>holds any necessary accreditations as required by Law, Good Industry Practice or this Agreement;</li> <li>is fully compliant with any applicable Law in the delivery of the Products and Services;</li> </ul> </li> </ul>
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				<ul style="list-style-type: none"> <li>• Evidence of continued participation in an external quality assessment scheme which is fit for purposes in accordance with Good Industry Practice;</li> <li>• Reports relating to tests carried out under Schedule 26 (Service Continuity and Corporate Resolution Planning);</li> <li>• Summary of review of the Exit Plan prepared in accordance with Schedule 25 (Exit Management), along with any proposed amendments to such Exit Plan;</li> <li>• Payment performance to suppliers in accordance with Clause 20.15 and clause 20.16 of the Agreement;</li> <li>• Report on the Supplier's performance on delivering social value including in accordance with Schedule 3 (Performance Levels).</li> </ul>
			Frequency	Annual
			Submission date	Provided within two (2) months following the end of the Contract Year
			Format	Microsoft Word supported with MS Excel where relevant
			Reporting fields	Details of compliance with: 1) Food & Wellbeing Report;

Service Delivery	SD001	Health & Safety Report	Description	Report on health and safety incidents
			Frequency	Monthly
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel are acceptable
			Reporting fields	a) compliance with Supplier's H&S policy; b) compliance with Site H&S policy; c) number of incidents of non compliance;

				d) severity of the incident; e) incidents where further action is required; f) number of near-miss events; g) issues closed off in the appropriate timeframe.
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Service Delivery	SD002	Service Error Recovery Process	Description	The Supplier shall produce a monthly report setting out the Supplier's performance against the Service Error Recovery Process.
			Frequency	Monthly
			Submission date	Ten (10) working days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Number of instances in which Service Errors were notified to the Supplier by the Authority; b) Type of Service Error notified in each case; c) Seriousness of Service Error notified in each case; d) Remedial action taken in relation to each Service Error, including time for collection and/or redelivery of Products, as appropriate; e) Instances where a Product has not been recovered in accordance with the Service Error Recovery Process or where recovery has been declined by the Site, and the Product has had to be re-ordered by the Site; and f) Details of any unresolved Service Errors

Service Delivery	SD003	Customer Services Log	Description	<p>The Supplier shall produce a monthly report in an agreed format which includes a record of all contact with Customer Services (NACS) and the detail of the matters impacting on the performance of the Contract.</p> <p>This report should be in plain English, avoiding acronyms and easily understood by the Authority's contract management as to what has occurred. The Supplier should ensure that the report is</p>
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				reviewed before supplying, ensuring that each record of contact makes good sense to a third party contract management team.
			Frequency	Monthly
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Number of contacts; b) Contact by type, segregating (i) complaints and (ii) queries and other contacts; c) Trend analysis; d) Resolution; and e) Time for resolution open to close

Service Delivery	SD004	Transport and Delivery Report	Description	The Supplier shall provide a report on delivery drivers and suitability of drivers/vehicles used in the delivery of Products to Sites.  The Supplier is required to prepare a presentation detailing performance during the relevant review period and to provide the supporting information as required in the agreed format.
			Frequency	Every six (6) months
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel
			Reporting fields	a) Total number of Delivery Drivers; b) Total number of Agency Drivers engaged during the reporting period; c) Details of Delivery Drivers and Agency Drivers vetted during the reporting period; d) Details of Delivery Drivers and Agency Drivers trained during the reporting period; e) Vehicles used not on the Fleet Register;

			f) Suitability of the above; and g) Updated list of drivers/relief drivers for establishments
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Service Delivery	SD005	Successful Delivery Time Report	Description	The Supplier shall provide a report on Delivery performance from delivery vehicles. The Supplier is required to prepare a presentation detailing performance during the relevant review period and to provide the digital supporting information as required to evidence the below in the agreed format.
			Frequency	Monthly
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel
			Reporting fields	a) Time of arrival at the Delivery Location; b) Delivery Window arrival (from agreed Delivery Schedule); c) Delivery Window departure (from agreed Delivery Schedule); d) Time of departure from the Delivery Location; e) Total number of Deliveries; f) Total number of Deliveries done on time ; g) Total number of late Deliveries.
Service Delivery	SD006	Asset Register Report	Description	The Supplier shall provide a report on the vehicles to be used for carrying out deliveries of Products to the Sites (including sub-Suppliers' vehicles).
			Frequency	Annual
			Submission date	Ten (10) working days prior to the annual contract review
			Format	Microsoft Power Point; Word and Excel
			Reporting fields	a) List of vehicles to be used; b) Size and configuration; c) Location of the vehicle; d) Site the vehicle will be used for, including a contingency vehicle;

				e) Any special requirements for Sites identified by the Supplier during Site visits; f) Where bespoke vehicles are identified, the contingency for that vehicle being unavailable; g) Provision of required configuration (tail lift, pallet truck); and h) Specialist equipment i.e. traffic cameras, geofencing and telematics systems
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Service Delivery	SD007	Sustainability Plan Report	Description	The Supplier shall produce an update to the Sustainability Plan as agreed between the Parties following the formal review of the plan in accordance with paragraph 22 of the Specification.
			Frequency	Annually
			Submission date	Within one (1) month of its publication.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	The Parties shall review the Sustainability Plan and agree the amendments needed to the plan, following which the Supplier shall deliver the Sustainability Plan in updated form.

Commodity Appraisal	CA001	Allergen Report	Description	A tabular list detailing the ingredients for each Product and an indication of whether it contains allergens of any kind
			Frequency	Monthly
			Submission date	Within five (5) working days following the monthly refresh of Catalogue Products.
			Format	Microsoft Excel
			Reporting fields	The report shall detail each Product's ingredients and confirm whether each Product contains any of the following (and products thereof) and their eligibility for various diets: a) Celery / Celeriac; b) Cereals containing Gluten; c) Crustacean; d) Eggs; e) Fish;

				f) Lupin; g) Milk; h) Molluscs; i) Mustard; j) Peanuts; k) Sesame Seeds; l) Soya bean; m) Sulphur Dioxide & Sulphites in Concentrations > 10mg/kg(10mg/L); n) Tree Nuts; o) Approved for a Halal Diet; p) Approved for Kosher Diet; q) Suitable for a Vegan Diet; r) Suitable for a Vegetarian Diet; s) Product Gluten Status (Gluten Statement); and t) Prisoner / non prisoner u) Nutritional content (reflecting nutritional content labelling standards required by applicable Laws and Good Industry Practice).
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### **ANNEX 3: 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 of ordering, delivery, invoicing, payment and all other relevant aspects of the supply of Products and Services under the Agreement.
4. Records relating to the appointment and succession of the Supplier Operational Contract Manager.
5. Notices, reports and other documentation submitted by any Expert.
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's Operational Contract Manager in connection with the provision of the Goods and Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Goods and Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited and un-audited accounts of the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
17. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

#### ANNEX 4: CONTRACT INFORMATION TO BE MAINTAINED BY THE SUPPLIER

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Date	Update Requirement	Access permission and access event (where applicable)
Sch 3, Part B Para 1	Performance Monitoring Report	Sch 3, Part B	Within ten (10) Working Days of the end of the first Service Period	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 6, Para 4	Evidence of Insurances	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
CI 20.13	Notified Key Sub-contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority
CI 19.2	Key Personnel	Schedule 29	Effective Date	On replacement of Key Personnel	Authority
Sch 13, Para 3.1	Outline Implementation Plan	Sch 13, Annex 4	Effective Date	As specified in Para 4 of Sch 13	Authority
Sch 15, Part D, Para 1.2(b)	Template Invoice	As appropriate and agreed by the Authority	Within 10 Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority
Sch 18 Para 2.3(b)	Financial Indicator Reports	Sch 18 para 2.5	As specified in para 2.3(b) of Sch 18	As specified in para 2.3(b) of Sch 18	Authority

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Date</b>	<b>Update Requirement</b>	<b>Access permission and access event (where applicable)</b>
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 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Authority
Sch 19, Part B, Para 1.1	Contract Amendment Report	Sch 19, Part B, para 1.2	Within 1 month of a Material Change being agreed	-	Authority
Sch 19 Part B, para 1.1	Final Reconciliation Report	Sch 19, Part B, para 1.2	Within 6 months after the end of the Term	-	Authority
Sch 19 Part B, para 1.1	Annual Financial Reconciliation Report	Sch 19, Part B, para 1.2	Within 1 month after the end of the Term each Contract Year	-	Authority
Sch 21, Para 3.1(c)	Representation and Structure of boards	Sch 21 Annex 1	Within 7 days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority	-	Authority
Sch 21, Para 3.2(b)(v)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within 7 days of receipt from chairperson	-	Authority

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Date</b>	<b>Update Requirement</b>	<b>Access permission and access event (where applicable)</b>
Sch 22, Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Authority to update under Schedule 22 Part 5.4	Authority
Sch 22, Para 2.5	Keep an updated full copy of the Agreement and copy of annotated version illustrating changes provided by the Authority	PDF and MS Word (editable)	Within 10 Working Days of the final signature and issue of a Change Authorisation Note	Any variation	Authority
Sch 22, Para 4	Change Request	Sch 22, Annex 1	Within 10 Working Days of Authority issuing the Change Request	-	Authority
Sch 22, Para 6.3	Change Authorisation Note (unless Authority directs otherwise)	Sch 22, Annex 2	When Authority approves proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7	-	Authority
Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than 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



<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Date</b>	<b>Update Requirement</b>	<b>Access permission and access event (where applicable)</b>
Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 24, Annexes 1 and 2	Authority
Sch 25, Para 2.1	The Registers	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
Sch 25, Para 3.1	Exit Information	As appropriate and agreed by the Authority	On reasonable notice given by the Authority at any point during the Term	Within 10 Working Days of Authority's written request	Authority and its potential Replacement Suppliers
Sch 25, Para 5.1	Exit Plan	Sch 25, Para 5.3	Within 3 months of the Effective Date	<p>In the first month of each Contract Year; and</p> <p>Within 14 days if requested by the Authority following a Financial Distress Event</p> <p>Within 20 days after service of Termination Notice or 6 months prior to expiry of the Agreement</p>	Authority
Sch 25, Para 6.6(b)	Authority Data (handback)	Sch 25, Para 2.1 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Date</b>	<b>Update Requirement</b>	<b>Access permission and access event (where applicable)</b>
Sch 26, Part A	Service Continuity Plan	Sch 26, Para 2.2	Within 40 days from the Effective Date	Sch 26, Para 7.1	Authority
Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26, Para 7.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	Authority
Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority, in a suitably anonymised format so as to comply with the DPA 2018, see Annex E2	Varies – Sch 28, Para 1.1.1 – 1.1.4	At such intervals as are reasonably requested by the Authority	Authority
Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority, see Annex E2	At least 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 prospective Replacement Supplier and/or any prospective Replacement Sub-Supplier
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, see Annex E2	Within 20 Working Days of Authority request	Within 20 Working Days of Authority request	Authority

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Date</b>	<b>Update Requirement</b>	<b>Access permission and access event (where applicable)</b>
Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority, see Annex E2	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-Supplier
Sch 28, Annex E1	List of Notified Sub-Suppliers	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
Sch 31, Annex 1, Para 2.1	Reports on Data Subject Access Requests and other Personal Data related matters	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority

