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Schedule 8.4 - ESMCP Mobile Services Agreement

Reports and Records Provisions

Version 1.0

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This document is based on Schedule 8.4 of v1.0 and 24 of v2.0 of the Crown Commercial Services Model Services Agreement and has been adapted for use by the Emergency Services Mobile Communications Programme

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution Version	ESMCP

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1. Reports

- 1.1 The Authority may require the Supplier to provide any of the reports referred to in this Agreement including, without limitation, those reports listed in Annex 1, 2, 4 and 5 and any of the following reports:
 - 1.1.1 delay reports;
 - 1.1.2 reports relating to Testing and tests carried out under Schedule 2.4 (Security Management) and Schedule 8.6 (Business Continuity and Disaster Recovery);
 - 1.1.3 reports which the Supplier is required to supply as part of the Management Information;
 - 1.1.4 annual reports on the Required Insurances;
 - 1.1.5 security reports; and
 - 1.1.6 Force Majeure Event reports.

2. Records

- 2.1 The Supplier shall retain and maintain all the records and reports (including superseded Records and reports) referred to in Paragraph 3, Annex 1, Annex 2 and Annex 3 (together **“New Agreement Records”**):
 - 2.1.1 in accordance with the Supplier’s ISMS as described in Schedule 2.4 (Security Management);
 - 2.1.2 in accordance with the requirements of the National Archive and Good Industry Practice;
 - 2.1.3 in chronological order;
 - 2.1.4 in a form that is capable of Audit; and
 - 2.1.5 [REDACTED].
- 2.2 The Supplier shall make the New Agreement Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 2.3 Where New Agreement 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.
- 2.4 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.

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- 2.5 New Agreement 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.
- 2.6 In the event of a conflict between Paragraphs 2.4 and the requirements of the National Archive referenced in Paragraph 2.1.2 then the longer of the two periods shall apply.
- 2.7 The principle set out in Paragraph 2.6 shall apply to Records in relation to both the Terminated Agreement ("**Terminated Agreement Records**") and New Agreement Records.
- 2.8 Without prejudice to the foregoing, the Supplier shall provide the Authority:
- 2.8.1 as soon as they are available, and in any event [REDACTED]
[REDACTED] a copy, certified as a true copy by an authorised Supplier Representative of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and the Supplier 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 [REDACTED]; and
- 2.8.2 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 [REDACTED] 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 the Supplier Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
- 2.9 Nothing in this Schedule shall affect or limit the Supplier's obligations under this Agreement to take back up copies of Software and data or in relation to the BCDR and the obligations under Schedule 2.4 (Security Management).
- 2.10 Where the Authority requires the delivery up to it of any of the New Agreement Records (in accordance with the provisions set out above) in a format or formats which are different to the format or formats in which such New Agreement Records are kept by the Supplier at that time, the Supplier shall provide reasonable assistance to the Authority in any necessary conversion or adaptation of those New Agreement Records.

3 Transparency Reports

- 3.1 Unless agreed otherwise by the parties, or as set out and recorded within Annex 1, within [REDACTED] 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**").
- 3.2 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 [REDACTED] 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.

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- 3.3 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.
- 3.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 3.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.
- 3.6 Transparency Reports are those reports set out in Annex 1 that are required to satisfy the additional transparency obligations of this Agreement, including, but not limited to the following PPNs:
 - 3.6.1 PPN 01/18 'Supply Chain Visibility';
 - 3.6.2 PPN 06/20 'Taking account of social value in the award of central government contracts';
 - 3.6.3 PPN 06/21 'Taking account of carbon reduction plans in the procurement of major government contracts'; and
 - 3.6.4 PPN 08/21 'Taking account of a bidder's approach to payment in the procurement of major contracts'.
- 3.7 In relation to PPN 01/18 Supply Chain Visibility, the Supplier will comply with its obligations under Clauses 15.35 to 15.38 of the Agreement and the Authority accepts that such compliance discharges the Suppliers obligations regarding PPN 01/18.
- 3.8 The Supplier agrees to report on Social Value Initiatives in accordance with Annex 1 of this Schedule 8.4 (Reports and Records) and in relation to PPN 06/20 'Taking account of social value in the award of central government contracts':
 - 3.8.1 the Supplier agrees to comply with the requirements of PPN 06/20;
 - 3.8.2 prior to the Effective Date of this Agreement, the Supplier shall work with the Authority to determine how the social value KPI required by PPN 06/20 shall be met; and
 - 3.8.3 the Supplier shall be liable to the Authority for any failure in compliance with PPN 06/20.
- 3.9 In relation to PPN 06/21 'Taking Account of Carbon Reduction Plans in the procurement of major government contracts':
 - 3.9.1 the Supplier shall provide a Carbon Reduction Plan in compliance with PPN 06/21, which may be provided by the BT Group on behalf of the Supplier, for so long as the Supplier remains a member of the BT Group;
 - 3.9.2 the Carbon Reduction Plan shall confirm the Supplier's commitment to achieving Net Zero by 2050, and set out the environmental management measures that are in place and which will be in effect and utilised during the Term of this Agreement;

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- 3.9.3 if the Carbon Reduction Plan is provided by the BT Group then the Supplier shall provide a URL at which up to date information in relation to the BT Group's compliance with its Carbon Reduction Plan can be sourced for reporting on compliance; and
- 3.9.4 the Supplier shall be liable to the Authority under the terms of this Agreement for any failure in compliance by the BT Group.
- 3.10 In relation to PPN 08/21 'Taking account of a bidder's approach to payment in the procurement of major government contracts', the Supplier shall comply with its obligations under Clauses 15.16 to 15.23 of the Agreement and the Authority accepts that such compliance discharges the Suppliers obligations regarding PPN 08/21.


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4 Virtual Library

- 4.1 Subject always to the Supplier's compliance with all its obligations under this Paragraph 4 (and in particular Paragraph 4.4) throughout the Term, the Authority agrees to:
- 4.1.1 provide and maintain the Virtual Library with effect from the Effective Date;
- 4.1.2 
- 4.2 The Supplier shall use the Virtual Library (subject to any applicable legislation governing the use or processing of personal data) to make information about this Agreement available to the Authority in accordance with the requirements outlined in this Schedule.
- 4.3 The Authority shall ensure that the Virtual Library is:
- 4.3.1 capable of holding and allowing access to the information described in Annex 4 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;
- 4.3.2 structured so that each document uploaded has a unique identifier which is automatically assigned; and
- 4.3.3 readily accessible by the Supplier 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.
- 4.4 The Supplier shall upload complete and accurate information specified in Annex 4 by the initial upload date specified in Annex 4 (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 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 Agreement, 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 can access the information on the Virtual Library 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 4 shall not take precedence over any other obligation to provide information in this Agreement and the Supplier shall refer to the applicable clause for further details as to the requirement.

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- 4.7 The Supplier acknowledges that the Authority will provide access to the Virtual Library to the Authority's Third Party Auditor and it shall:
- 4.7.1 be entitled to access, view and download information specified in Annex 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 4.7.2 of this Schedule); and
- 4.7.2 report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.8 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.
- 4.9 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.
- 4.10 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 [REDACTED] unless already due to be updated beforehand due to an update requirement specified in Annex 4.
- 4.11 In the event of a conflict between any requirement in this Agreement (excluding Annex 4) for the Supplier to provide information to the Authority and the requirements set out in Annex 4 of this Schedule, the requirement elsewhere in this Agreement shall prevail.
- 4.12 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.

4.13 [REDACTED]


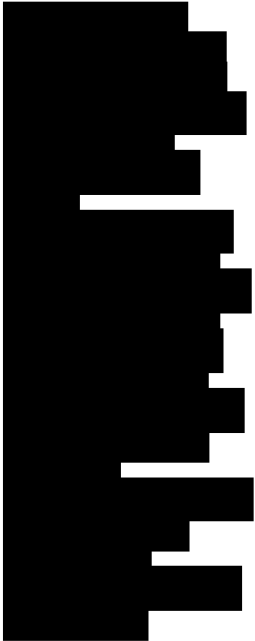
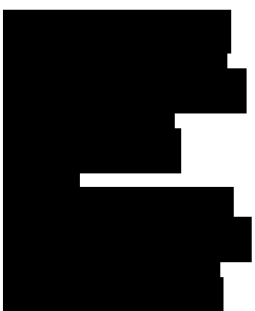
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Annex 1: Transparency Reports

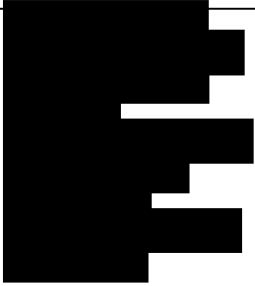
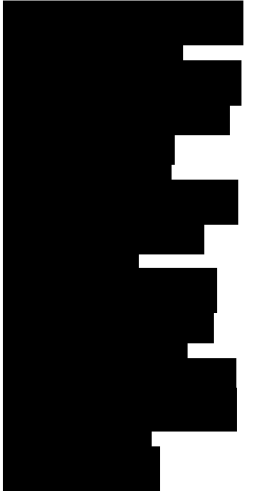


Title	Content	Format	Frequency
Business Continuity	BCDR Plan - a report of a business continuity plan in accordance with Schedule 8.6 (Business Continuity and Disaster Recovery).	A written report in accordance with the requirements of Schedule 8.6.	
Sub-contract value monitoring (Clause 15.1)	Supplier to monitor the number, type and value of the Sub-contract opportunities advertised arising from the Agreement (above a minimum threshold of £25,000) using its own procurement function processes and awarded in its supply chain during the Term.	List to be provided to Authority.	
Supply Chain Visibility (Clauses 15.35 – 15.38)	Supplier to provide annual Supply Chain Transparency Report on how much is spent on Sub-contracting with SMEs and VCSE organisations.	Supply Chain Transparency Report shall be in line with Annex 5 of this Schedule 8.4.	

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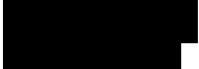

			
Sub-contractor payment terms	Evidence that the Supplier pays >95% of all Sub-contractor invoices in 60 days in at least one of the previous two six-month periods.	A written report in accordance with the requirements of PPN 08/21 as varied by this Agreement.	 
Social value KPIs	The Supplier shall publish quarterly reports demonstrating the Supplier's social value KPI performance statistics listed in Paragraph 9.9.4 of Schedule 2.2.	A written report in accordance with the requirements of Schedule 2.2.	

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Carbon Reduction Plan and compliance	The Supplier, or the BT Group on behalf of the Supplier (so long as the Supplier remains a member of the BT Group) shall publish and maintain a Carbon Reduction Plan confirming its commitment to achieving Net Zero by 2050 and demonstrating compliance with that Carbon Reduction Plan.	A written report in accordance with the requirements of PPN 06/21.	
Supplier Performance Transparency Report	The Supplier's performance in accordance with the KPIs listed in Paragraphs 9.9.1 – 9.9.3 of Schedule 2.2 (Performance Levels)	A written report in accordance with the requirements of Paragraphs 9.9 – 9.13 of Schedule 2.2.	

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Annex 2: Reports to be provided by the Supplier

The reports that the Authority may require the Supplier to provide include (without limitation):

- 1 Requirements Traceability Matrix.
- 2 Documentation required under Schedule 2.1 (Services Description), including but not limited to:
 - (a) guidance on the interpretation of the predictions of Coverage;
 - (b) 
 - (c) User Device Type Approval Specification;
 - (d) Service Management Framework;
 - (e) CMDB;
 - (f) Asset register;
 - (g) Known Error Database;
 - (h) Knowledge management documentation;
 - (i) schedule of Releases;
 - (j) Event Logs; and
 - (k) Communication Data Records Batch Files.
- 3 ISMS.
- 4 Security Management Plan.
- 5 Security Test Results Template, including as updated to reflect the output of security tests.
- 6 A written report setting out the results of the Supplier's verification activity for the relevant Allowable Assumption, as set out in more detail in Schedule 7.1 (Charges and Invoicing), Part 2, Paragraph 10(Allowable Assumptions).
- 7 Template invoice and template monthly bulk invoice - as supported by Supporting Documentation.
- 8 Contract Amendment Report.
- 9 Quarterly Financial Report.
- 10 Annual Financial Report.

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- 11 Final Reconciliation Report.
- 12 Financial Reports.
- 13 Open Book Data.
- 14 Audit reports for Key Sub-contractors.
- 15 Business Continuity Management System.
- 16 BCDR Review Report.
- 17 Supplier Test Policy.
- 18 Test Strategy.
- 19 Test Plans and Test Reports.
- 20 Quality Plan.
- 21 Benchmark Report.
- 22 Revised Report.
- 23 Change Resource Utilisation Report.
- 24 Progress Report.
- 25 Integrated ESN Report.
- 26 Operational Service Reporting.
- 27 The Supplier's Charges for the provision of the Services under the Agreement. A written report in accordance with the requirements as set out in Schedules 7.1, 7.7 and 8.2.

In all cases such documentation to be prepared in accordance with the provisions set out in this Agreement (including for the avoidance of doubt any drafts, updates or versions of the documentation listed above to be prepared by the Supplier).

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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, annexes and appendices 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 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.

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- 16 All documents relating to the Required Insurances to be maintained under this Agreement and any claims made in respect of them.
- 17 All journals and audit trail data referred to in Schedule 2.4 (Security Management).
- 18 Intellectual property registers maintained under this Agreement.
- 19 Asset registers maintained by the Supplier pursuant to this Agreement.
- 20 All test data recorded in the development of the Services.
- 21 Minutes and agendas prepared by the Supplier in accordance with Schedule 8.1 (Governance).
- 22 A security policy relating to the operation of the Supplier's organisation and systems.
- 23 Documents prepared by the Supplier relating to the performance against Schedule 2.2 (Performance Levels);
- 24 Documentary Deliverables and supporting material.
- 25 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 4: Records to upload to Virtual Library

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
	Key Personnel	Schedule 9.2		
Schedule 2.2	Performance Monitoring Report	Part B		
Schedule 2.4	Security Management Plan			
	Core Information Management System diagram	Schedule 2.4, Paragraph 3		
Schedule 2.5, Paragraph 4	Evidence of Insurances	Schedule 2.5		
Schedule 4.3 Paragraph 1.4	Notified Key Subcontractors	Schedule 4.3		
Clause 15.8 of the Core Terms	Third Party Contracts	Schedule 4.4		
Clause 15.9 and Clause 15.10 of the Core Terms	Notified Key Sub-Contractors	Schedule 4.3		
Schedule 8.4, Annex 1	Supply Chain Transparency Reports	Schedule 8.4, Annex 1		

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
Schedule 5	Software	Schedule 5		
Schedule 6.1	Detailed Implementation Plan	Schedule 6.1		
Schedule 6.2 Paragraph 10	Test Strategy	As appropriate and agreed by the Authority		
Schedule 6.2 Paragraph 12	Test Plan	As appropriate and agreed by the Authority		
Schedule 6.2, Paragraph 9	Test Policy	As appropriate and agreed by the Authority		

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
Schedule 7.1, Part 4, Paragraph 1.1	Template Invoice	As appropriate and agreed by the Authority		
Schedule 2.4	Risk Management	Schedule 2.4		
Schedule 7.3, Paragraph 4.1	Benchmarking Plan	Schedule 7.3		
Schedule 7.3, Paragraph 5	Benchmarking report	Schedule 7.3		
Schedule 7.4	Financial Indicator reports	Schedule 7.4		
Schedule 7.4 Paragraph 3.5(c)(i)	Financial Distress Service Continuity Plan	As appropriate and agreed by the Authority		
Schedule 7.5, Paragraph 2.1	Contract Amendment Report	Schedule 7.5, Paragraph 2.1		
Schedule 7.5, Paragraph 2.1	Quarterly Contract Report	Schedule 7.5, Paragraph 2.1		
Schedule 7.5, Paragraph 2.1	Annual Financial Report	Schedule 7.5, Paragraph 2.1		

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
Schedule 7.5, Paragraph 2.1	Financial Reconciliation Report	Schedule 7.5, Paragraph 2.1		-
Schedule 8.1, Annex 1, 2, 3, 4	Representation and Structure of boards	Schedule 8.1 Annex 1, 2, 3, 4		-
Schedule 8.1	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority		-
Schedule 8.2, Paragraph 8.3	Initial Impact Assessment	As appropriate and agreed by the Authority		-
Schedule 8.2 Paragraph 8.4.1(b)	Technical Impact Assessment	As appropriate and agreed by the Authority		
	Copy of this Agreement	PDF and MS Word (editable)		
Schedule 8.2	Change Request	Schedule 8.2 Annex 1		-

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
			[REDACTED]	
Schedule 8.3, Paragraph 1	Dispute Notice	Schedule 8.3, Paragraph 1	[REDACTED]	[REDACTED]
Schedule 8.3, Paragraph 4	Mediation Notice	As appropriate	[REDACTED]	[REDACTED]
Schedule 8.4, Paragraph 3	Transparency Reports	Schedule 8.4, Paragraph 3	[REDACTED]	[REDACTED]
Schedule 8.5, Paragraph 2	Register of All Assets, Sub-contracts and Other Relevant Agreements	As appropriate and agreed by the Authority	[REDACTED]	[REDACTED]
Schedule 8.5, Paragraph 2	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Authority	[REDACTED]	[REDACTED]
Schedule 8.5, Paragraph 4	Exit Information	As appropriate and agreed by the Authority	[REDACTED]	[REDACTED]

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
Schedule 8.5, Paragraph 5	Exit Plan	Schedule 8.5, Paragraph 5		

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
Schedule 8.5, Paragraph 2.3 and 2.4	Provide up to date Registers during the Termination Assistance Period	As appropriate	[REDACTED]	[REDACTED]
Schedule 8.5, Paragraph 4.1 (c)	Authority Data (handback)	Schedule 8.5, Paragraph 4.1 (c) and/or as appropriate and agreed by the Authority	[REDACTED]	[REDACTED]
	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Authority	[REDACTED]	[REDACTED]
Schedule 8.6	Business Continuity Plan	Schedule 8.6, Paragraph 2.1	[REDACTED]	[REDACTED]
Schedule 7.4, Paragraph 7.1	Board Confirmation	As set out at Annex 4 of 7.4	[REDACTED]	[REDACTED]
Schedule 9.1, Part D, Paragraph 1.1	Supplier's Provisional Supplier Personnel List	In a suitably anonymised format to include such	[REDACTED]	[REDACTED]

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
	and, Staffing Information	information as the Authority may reasonably request		
Schedule 9.1.1, Part D, Paragraph 1.2 (a)	Supplier's Final Supplier Personnel List	To include such information as the Authority may reasonably request		
Schedule 9.1.1, Part D, Para, 1.6	Information relating to the manner in which the services are organised	To include such information as the Authority may reasonably require		
Schedule 9.1.1, Part D, Paragraph 1.7	Payroll and benefits information	Categories of information to be provided as listed		
	List of Notified Sub-contractors	To include such information as the		

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement
		Authority may reasonably require		
Schedule 9.2	Key Personnel	Schedule 9.2		
Schedule 11	Reports on Data Subject Access Requests	As appropriate and agreed by the Authority		

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Annex 5: Supply Chain Transparency Information Template

	Financial Year 20[]			
	Under this Contract		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	£[]	[]	£[]	[]