MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 8.4

REPORTS AND RECORDS PROVISIONS

Reports and Records Provisions

1. TRANSPARENCY REPORTS
	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”).
	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.
	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.
	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.
	5. The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.
2. OTHER REPORTS
	1. The Authority may require any or all of the following reports:
		* 1. delay reports;
			2. reports relating to Testing and tests carried out under Schedule 2.4 (*Security Management*) and Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
			3. reports which the Supplier is required to supply as part of the Management Information;
			4. annual reports on the Insurances;
			5. security reports; and
			6. Force Majeure Event reports.
3. RECORDS
	1. The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together “Records”):
		* 1. in accordance with the requirements of The National Archives and Good Industry Practice;
			2. in chronological order;
			3. in a form that is capable of audit; and
			4. at its own expense.
	2. The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
	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.
	4. The Supplier shall, during the Term and a period of at least 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.
	5. Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Agreement.
	6. Without prejudice to the foregoing, the Supplier shall provide the Authority:
		* 1. as soon as they are available, and in any event within 60 Working Days after the end of the first 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
			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 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
4. Virtual Library
	1. The Supplier shall, no later than within 20 Working Days of the Effective Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Agreement available in in accordance with the requirements outlined in this Schedule.
	2. The Supplier shall ensure that the Virtual Library is:
		* 1. 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;
			2. structured so that each document uploaded has a unique identifier which is automatically assigned;
			3. readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
			4. structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);
			5. structured and maintained in accordance with the security requirements as set out in this Agreement including those set out in Schedule 2.4 (*Security Management*);
			6. created and based on open standards in Schedule 2.3 (*Standards*); and
			7. backed up on a secure off-site system.
	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 Clause 17.1 (*Project Specific IPR*) of this Agreement.
	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 Virtual Library in the format specified.
	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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* 1. Except for notices under Clause 44.4 or items covered by Clause 44.6, 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 has access in accordance with this paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.
	2. 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 Agreement and the Supplier shall refer to the applicable clause for further details as to the requirement.
	3. The Suppler 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. 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.
	5. Where Access Permission is specified as being granted to the Authority’s Third Party Auditor (prior to the Authority being granted access) it shall:
		+ 1. be entitled to access, view and download information specified in Annex 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
			2. report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
	6. The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified 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.
	7. 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.
	8. 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.
	9. In the event of a conflict between any requirement in this Agreement (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 Agreement shall prevail.
	10. 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.
	11. Within 20 Working Days of the Effective Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
	12. 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.
	13. 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.
1. : TRANSPARENCY REPORTS

|  |  |  |  |
| --- | --- | --- | --- |
| TITLE | CONTENT | FORMAT | FREQUENCY |
| *(Performance)* |  |  |  |
| *(Charges)* |  |  |  |
| *(Major sub-contractors)* |  |  |  |
| *(Technical)* |  |  |  |
| *(Performance management)* |  |  |  |

1. : Records to be kept by the Supplier

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
17. All journals and audit trail data referred to in Schedule 2.4 (*Security* *Management Plan*).
18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.
19. : 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) |
| --- | --- | --- | --- | --- | --- |
| Cl.5.5 (e), (f) 17.1(a), 17.2(a)(ii) | 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 |
| Cl 14.3 | Key Personnel | Sch 9.2 | Effective Date | On replacement of Key Personnel | Authority |
| Sch 2.2,Part B Para 2.3 | Performance Monitoring Report and the Balanced Scorecard Report | Sch 2.2, Part B | Service Commencement  | Within ten (10) Working Days of the end of each Service Period | Authority |
| Sch 2.4, Para 4.4 | Security Management Plan | Sch 2.4, Annex 3 | Within [20] Working Days of the date of the Agreement | Regular review and at least annually | Authority |
| Sch 2.4, Para 6.1, 6.2 and 6.3 | Security certificates | As appropriate and agreed by the Authority | Prior to receiving, storing or processing any Authority Data | - | - |
| Sch 2.4, Para 6.1, 6.2 and 6.3 | Evidence of Insurances | Sch 2.5 | Effective Date  | Within fifteen (15) days after policy renewal or replacement | Authority |
| Cl 22 | Commercially Sensitive Information  | Sch 4.2 | Effective Date  | Upon Agreement by the Authority to vary the information | Authority and/or Auditor |
| Cl 15.7 | Notified Key Subcontractors | Sch 4.3 | Effective Date  | On replacement of key subcontractor | Authority |
| Cl 15.5 | Third Party Contracts | Sch 4.4 | Effective Date | On appointment of subcontract  | Authority |
| Cl 15.6 | Notified Key Sub-Contractors  | Sch 4.3 | Effective Date | With each approved appointment or variation | Authority |
| Cl 16,17 | Software  | Sch 5 | Operational Services Commencement Date | Upon Agreement by the Authority to vary the information | Authority |
| Cl 6.4 | Detailed Implementation Plan | Sch 6  | Within 20 Working Days of Effective Date | Every 3 months from Effective Date | Authority |
| Sch 6.2, Para 4 | Test Strategy | As appropriate and agreed by the Authority  | Within 20 Working Days of Effective Date | Upon update to the test strategy | Authority |
| Sch 6.2, Para 5 | Test Plan | As appropriate and agreed by the Authority  | 20 prior Working Days of relevant test | Upon update to the test plan | Authority |
| Sch 6.2, Para 8 | Test Specification | As appropriate and agreed by the Authority  | 10 prior Working Days of relevant test | Upon update to the test specification | Authority |
| Sch 6.2, Para 8 | Test Report | As appropriate and agreed by the Authority  | 2 Working Days prior to the date on which the test is planned to end for the Draft Test Report5 days for the Final Test Report following the relevant test completion | Reissue with each retest | Authority |
| Sch 7, Part E Para 1.1 | 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 7, Annex 4 | Risk Register | Sch 7, Annex 4 | Effective Date | Upon Agreement by the Authority to vary the by the Risk Management Board | Authority |
| Sch 7.3, Para 5 | Benchmarking Plan | Sch 7.3 | Upon receipt from Benchmarker | Approval of Plan | Authority and Auditor |
| Sch 7.3, Para 5 | Benchmarking report | Sch 7.3 | Upon receipt from Benchmarker | Any update | Authority and Auditor |
| Sch 7.4 Para 2.3(b) | Financial Indicator Reports | Sch 7.4 para 2.5 | As specified in para 2.3(b) of Sch 7.4 | As specified in para 2.3(b) of Sch 7.4 | Authority |
| Sch 7.4 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 7.5, Part B, para 1.2 | Quarterly Contract Report | Sch 7.5, Part B, para 1.2 | Within 1 month of the end of each Quarter | - | Authority |
| Sch 7.5 Part B, para 1.2 | Annual Contract Report | Sch 7.5, Part B, para 1.2 | Within 1 month of the end of the Contract Year to which that report relates | - | Authority |
| Sch 7.4 Para 2.3(b) | Financial Reconciliation Report | Sch 7.5, Part B, para 1.2 | Within 6 months after the end of the Term | - | Authority |
| Sch 8, Para 3.3 | Representation and Structure of boards | Sch 8 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 8, Para 3.5(e) | Minutes of governance meetings (all boards) | As appropriate and agreed by the Authority | Within 7 days of receipt from chairperson  | - | Authority |
| Sch 8.2 Para 4.3  | Impact Assessment Estimate | As appropriate and agreed by the Authority | Within 10 Working Days of date of receiving change request. | - | Authority |
| Sch 8.2 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 8.2 Para 5.4 | Authority |
| Sch 8.2, Para 2.6 | Update full copy of the Agreement and copy of annotated version illustrating changes | PDF and MS Word (editable) | Signature of Variation Date | Any variation | Authority |
| Sch 8.2, Para 4 | Change Request | Sch 8.2, Annex 1 | Within 10 Working Days of Authority issuing the Change Request | - | Authority |
| Sch 8.3, Para 2.1 | Dispute Notice | Sch 8.3 Para 2.2  | No longer than 20 Working Days from an unresolved dispute arising | Any variation | Authority |
| Sch 8.3, Para 2.4 | Mediation Notice | As appropriate  | When first served | Any variation | Authority |
| Sch 8.4, Para 1  | Reports and Records Provisions  | Sch 8.4, Annex 1 | Within 3 months of the Effective Date | Frequency specified in Sch 8.4, Annex 1 | Authority |
| Sch 8.5, Para 2.1(a) | Register of All Assets, Sub-contracts and Other Relevant Agreements | As appropriate and agreed by the Authority  | Within 3 months of the Effective Date | Any variation | Authority |
| Sch 8.5, Para 2.1(b) | Configuration Database of Technical Infrastructure and Operating Procedures | As appropriate and agreed by the Authority  | Within 3 months of the Effective Date | Any variation | Authority |
| Sch 8.5, 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 8.5, Para 4.1 | Exit Plan | Sch 8.5, Para 5.3 | Within 3 months of the Effective Date | In the first month of each contract year; andWithin 14 days if requested by the Authority following a Financial Distress EventWithin 20 days after service of Termination Notice or 6 months prior to expiry of the Agreement | Authority |
| Sch 8.5, Para 6.7(b) | Authority Data (handback) | Sch 8.4, Para 3 and/or as appropriate and agreed by the Authority | At the end of the Termination Assistance Period | - | Authority  |
| Sch 8.5, Annex 1, Para .1, Para .3 & Para .4 | Termination Services supporting documentation and knowledge transfer material | As appropriate and agreed by the Authority | As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period  | As specified in the Termination Assistance Notice or otherwise requested by the Authority  | - |
| Sch 8.6 Service Continuity  | Service Continuity Plan | Sch 8.6, Para 2.2 | Within 40 days from the Effective Date | Sch 8.6, Para 7.1 | Authority |
| Sch 8.6, Para 6.2  | Service Continuity Plan Review Report | Sch 8.6, Para 6.2 | Within 20 Working Days of the conclusion of each review of the Service Continuity Plan. | - | - |
| Sch 9, Part E, Para .1 | Supplier’s Provisional Supplier Personnel List and, Staffing Information | As appropriate and agreed by the Authority | Sch 9, Para .1 A-D | At such intervals as are reasonably requested by the Authority | Authority |
| Sch 9, Part E, Para .2 | Supplier's Final Supplier Personnel List | As appropriate and agreed by the Authority | 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 Replacement Supplier and/or any Replacement Subcontractor |
| Sch 9, Part E, Para .6 | Information relating to the manner in which the services are organised | As appropriate and agreed by the Authority | Effective Date | - | Authority |
| Sch 9, Part E, Para .7 | Payroll and benefits information  | As appropriate and agreed by the Authority | Within 5 Working Days following the Service Transfer Date | - | Authority, any Replacement Supplier and/or Replacement Sub-contractor |
| Sch 9, Annex E1 | List of Notified Sub-contractors | As appropriate and agreed by the Authority | Effective Date | Upon any change | Authority |
| Sch 9.2 | Key Personnel | Sch 9.2 | Effective Date | As amended from time to time | Authority |
| Sch 11, 0 Para .1 | Reports on Data Subject Access Requests | As appropriate and agreed by the Authority | As agreed with Authority  | As agreed with Authority  | Authority and Supplier |

1. : NOT USED