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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.

2 Other Reports

- 2.1 The Authority may require any or all of the following reports:
 - 2.1.1 delay reports;
 - 2.1.2 reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
 - 2.1.3 reports which the Supplier is required to supply as part of the Management Information;
 - 2.1.4 annual reports on the Insurances;
 - 2.1.5 security reports; and
 - 2.1.6 Force Majeure Event reports.
- 2.2 Without prejudice to the Supplier’s obligations under Schedule 18 (*Financial Distress*) and this Schedule, the Supplier shall provide the Authority with a financial standing report on a half-yearly basis, submitted no later than thirty (30) working days following the end of each financial half: Each report shall include for ESMCP: (i) actual spend versus budget; (ii) breakdown of costs by category; (iii) variance analysis; (iv) updated forecasts; whereas the following reports shall include at Etherstack plc Group level (unaudited): (v) liquidity position using current or quick ratio; (vi) net asset position; and (vii) invoice/payment performance, based upon creditor days ration. Upon submission, the

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Authority may request a review meeting to discuss the reporting and agree any necessary mitigations (the “**Financial Standing Report**”).

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**”):
 - 3.1.1 in accordance with the requirements of The National Archives and Good Industry Practice;
 - 3.1.2 in chronological order;
 - 3.1.3 in a form that is capable of audit; and
 - 3.1.4 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 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 7 years after the expiry or termination of this Contract.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
 - 3.6.1 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
 - 3.6.2 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 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.1 General

- 4.1.1 The Authority shall provide and maintain the Electronic Document Management System (EDMS) with effect from the Effective Date. Access to the EDMS shall be provided to the Supplier by the Authority and such access shall be without charge to the Supplier. Access is only permitted to UK based users. The Supplier shall use the EDMS (subject to any applicable legislation governing the use or processing of personal data) to make information about this Contract available to the Authority in accordance with the requirements outlined in this Schedule.
- 4.1.2 The Authority shall ensure that the EDMS 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 Supplier in full via a user-friendly, password-protected, multi-factor-authenticator interface to such nominated users as are notified by the Supplier to the Authority from time to time;
 - (d) structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (*Security Management*);
 - (e) created and based on open standards in Schedule 4 (*Standards*); and
 - (f) backed up by the EDMS hosting provider; and.
 - (g) Equipped with geographic locating security, restricting any access to UK users only.
- 4.1.3 For the avoidance of doubt, the EDMS (including its contents but 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.
- 4.1.4 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 EDMS in which case the date at which the EDMS is made available in accordance with Paragraph 4.15.1) onto EDMS in the format specified.
- 4.1.5 Except for notices under Clause 42.4 or items covered by Clause 42.6, where the Supplier is under an obligation to provide information to the Authority in a

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provision under this Contract, then the Supplier's upload of that information onto the EDMS shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority can access the information on the EDMS and the uploaded information meets the requirements more particularly specified in the relevant provision.

- 4.1.6 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.
- 4.1.7 The Authority shall provide (as set out in column 7 of the table at Annex 3) access to view and download the specified information in the EDMS in Annex 3, subject upon the occurrence of the event specified in the column marked Access Permission in Annex 3 to this Schedule.
- 4.1.8 The Supplier acknowledges that the Authority will provide access to the EDMS to the Authority's Third Party Auditor and it shall:

be entitled to access, view and download information specified in Annex 3 subject to it entering into a confidentiality agreement with the Authority to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph (ii) below 5.1.8(ii) 5.9(b) of this Schedule); and

- (a) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.1.9 The Authority shall ensure that the EDMS 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 EDMS, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
- 4.1.10 The Supplier warrants that the information uploaded to the EDMS is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
- 4.1.11 Where the Supplier becomes aware that any of the information provided on the EDMS 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 ten (10) Working Days unless already due to be updated beforehand due to an Update Requirement specified in Annex 3.
- 4.1.12 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.

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- 4.1.13 No later than one (1) Month after the Effective Date, the Authority shall provide a user guide to the Supplier relating to the use of the EDMS.
- 4.1.14 On request by the Supplier the Authority shall provide the Supplier's nominated users with a reasonable level of ongoing support to enable them to make use of the EDMS.
- 4.1.15 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 EDMS shall be at the Supplier's own cost and expense.

4.2 Documentary Deliverables

4.2.1 Document Control of Documentary Deliverables

- (a) The Supplier shall maintain a schedule of documentation it is required under this Contract to deliver to the Authority (the "**Document Delivery Schedule**") and provide to the Authority a copy thereof. The Supplier shall ensure that the Document Delivery Schedule provides timelines for when the documents will be provided to the Authority, such timelines to align with the Milestones, where applicable.
- (b) The Supplier shall, unless otherwise stated, submit documentary deliverables in line with the Document Delivery Schedule and the review and assurance procedures set out in Schedule 14, Paragraph 18.
- (c) The Supplier shall update documentation within the Authority's EDMS at weekly intervals or whenever more than ten document entries are out of date, whichever occurs first.
- (d) The Supplier shall use the Authority's EDMS as the authoritative repository for all documentation.
- (e) The Supplier shall clearly indicate whether or not a submission is subject to the assurance review procedures set out in Schedule 14, Paragraph 18 to facilitate processing of the submission by the Authority.

4.2.2 Standards for Submissions of Documentary Deliverables

- (a) The Supplier shall adopt and apply the Authority Document Control Procedures, which shall be developed and updated throughout the Term (including document templates where provided), to ensure a consistent approach across the Supplier and Other ESN Suppliers, including:
 - (i) file naming and referencing;
 - (ii) submission procedures;
 - (iii) assurance procedures outlined in Schedule 14 (*Testing Procedures*); and
 - (iv) metadata and version control procedures, including adherence to Annex B5 (Metadata Requirements) to this Schedule.

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- (b) The Supplier shall retain the original electronic files submitted and shall ensure that the version uploaded to the EDMS is the definitive record until such time as it is released back to the Supplier for updating. All submissions will follow the review assurance procedures of the Authority, outlined in Schedule 14 (*Testing Procedures*). A copy of the file and a document specific comment sheet from the Authority or Other ESN Suppliers, shall be issued back to the Supplier via the EDMS, together with the following submission notations:
 - (i) Assurance Success (Approved without notations): The Supplier may proceed to use the approved submission as the definitive record and incorporate product(s) or implement work covered by the submission;
 - (ii) Assurance Success (Approved with notations): The Supplier may incorporate product(s) or implement work covered by the submission, in accordance with the Authority's notations; and
 - (iii) Rejected: The Supplier may not incorporate product(s) or implement work covered by the submission for the reasons indicated and shall be required to resubmit /the Documentary Deliverable. The Supplier corrects the submission and resubmits in accordance with Part B of Schedule 14 (*Testing Procedures*).
- (c) The Supplier shall provide submissions to meet the Assurance Criteria set out in each document's Documentary Product Description, as detailed in Schedule 14 (*Testing Procedures*), to obtain approval of a deliverable with no more than one re-submission.
- (d) The Supplier shall create documentation in file formats that are:
 - (i) fully compatible with Microsoft Office 2016 (and later versions); or
 - (ii) any other specialist format such as CAD, GIS or other, to be specified and agreed with the Authority except where specified in the requirements.
- (e) The Supplier shall ensure that each submission, unless otherwise agreed, is made in electronic format as follows:
 - (i) use the latest version of Adobe Acrobat Portable Document Format (PDF) available at the time of execution of the Contract. Electronic files which contain more than 10 pages in PDF format shall contain internal book-marking from an index page to major sections of the document. PDF files shall be set to open "Bookmarks and Page" view and must remain open for review and commenting;
 - (ii) the original format shall be submitted alongside the PDF file, to allow editing or interrogation of the information;
 - (iii) all final and as-built documentation is published in PDF file formats (in addition to publication in appropriate working file formats);

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- (iv) shall include all the relevant metadata and document control information, in accordance with Annex B5 (Metadata Requirements) to this Schedule;
 - (v) unless the documentary deliverables are of a special format that required packaging into a zip archive, (e.g. CAD or GIS), all Documentary Deliverables shall be uploaded to the EDMS as separate files; and
 - (vi) the PDF files shall be set up to print legibly at A0, A1, A2, A3 and A4 scale, as required.
- (f) Each submission shall:
- (i) Be made available in the latest version of Microsoft Word;
 - (ii) Be complete, with an appropriate level of detail and any relevant cross-references;
 - (iii) have no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- (g) The Supplier shall draw upon the necessary expertise and Good Industry Practice available to the Supplier.
- 4.7 The Supplier shall produce all documentation in English.

Annex 1: Transparency Reports

Title	Content	Format	Frequency
(Performance)			
(Charges)			
(Major sub-contractors)			
(Technical)			
(Performance management)			

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 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 Contract and any claims made in respect of them.
- 17 All journals and audit trail data referred to in Schedule 5 (*Security Management*).
- 18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

Annex 3: Records to Upload to Virtual Library

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[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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Annex 4: Supply Chain Transparency Information Template

	Financial Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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