

TRADER SUPPORT SERVICE

SCHEDULE 8.4

REPORTS AND RECORDS PROVISIONS

Reports and Records Provisions

Nothing in this Schedule 8.4 shall require the Supplier to retain, include in any reports or in any repository, or provide to the Authority or others, any charges, invoicing, cost, margin, billing or other financial information except as expressly permitted by paragraph 1.12 of Part E of Schedule 7.1 (Charges and Payment (the “**Financial Reporting Limits**”).

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 and subject always to the Financial Reporting Limits and subject always to such draft reports excluding any Commercially Sensitive Information (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 reasonable recommendations for revision and improvement to the report provided by the Authority and always taking account of the Financial Reporting Limits and always excluding any Commercially Sensitive Information. If the Parties fail to agree on a draft Transparency Report the Authority shall, subject to Annex 1, to the Financial Reporting Limits and to all Commercially Sensitive Information being excluded, 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 Agreement.

2 OTHER REPORTS

- 2.1 In addition to the Supplier’s obligations in relation to the MI Dashboard, under this Schedule 8.4 the Authority may require any or all of the following reports:
 - (a) delay reports;
 - (b) reports relating to Testing and tests carried out under Schedule 2.4 (*Security Management*) and Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
 - (c) reports which the Supplier is required to supply as part of the Management Information;
 - (d) annual reports on the Insurances;

- (e) security reports; and
- (f) Force Majeure Event reports.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together “**Records**”):
 - (a) in accordance with the requirements of The National Archives and Good Industry Practice;
 - (b) in chronological order;
 - (c) in a form that is capable of audit; and
 - (d) at its own expense.
- 3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 3.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.
- 3.4 The Supplier shall, during the Term and a period of at least 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.
- 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 Agreement.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
 - (a) not used; and
 - (b) as soon as they shall have been sent to the shareholders in order to be laid before an annual general meeting of the Supplier or the Key Sub-contractor (as relevant), (in accordance with the applicable statutory timings for filing of accounts) the audit accounts of the Supplier and the Key Sub-contractors 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

- 4.1 The Supplier shall, no later than eight (8) weeks prior to the Operational Services Commencement Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Agreement available in accordance with the requirements outlined in this Schedule.

- 4.2 The Supplier shall ensure that the Virtual Library is:
- (a) capable of holding and allowing access to the information described in Annex 3 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
 - (b) structured so that each document uploaded has a unique identifier which is automatically assigned;
 - (c) readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
 - (d) structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);
 - (e) structured and maintained in accordance with the security requirements as set out in this Agreement including those set out in Schedule 2.4(*Security Management*);
 - (f) created and based on open standards in Schedule 2.3 (*Standards*); and
 - (g) backed up on a secure off-site system.
- 4.3 The contents of the Virtual Library (excluding any Software used to host it) shall be licensed for use by the Authority during and after the Term at no additional cost for use in relation to the Services and this Agreement. The Virtual Library shall be available to the Authority during the Term and for a period of 90 days from the end of the Term (or the date of termination, if earlier) for the Authority to access or download any contents and thereafter the Virtual Library shall cease.
- 4.4 The Supplier shall upload complete and accurate information specified in Annex 3 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.
- 4.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the nominated Authority email address at:
- [REDACTED]
- 4.6 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.

- 4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 3 shall not take precedence over any other obligation to provide information in this Agreement and the Supplier shall refer to the applicable clause for further details as to the requirement.
 - 4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 3) access to view and download the specified information in the Virtual Library in Annex 3 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 3 to this Schedule.
 - 4.9 Where Access Permission is not listed (in column 6 of the table at Annex 3) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Annex 3) from the Initial Upload Date.
 - 4.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
 - (a) be entitled to access, view and download information specified in Annex 3 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under paragraph 4.10(b) of this Schedule); and
 - (b) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
 - 4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 3. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
 - 4.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Agreement at the date of upload.
 - 4.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Annex 3.
 - 4.14 In the event of a conflict between any requirement in this Agreement (excluding Annex 3) for the Supplier to provide information to the Authority and
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the requirements set out in Annex 3 of this Schedule, the requirement elsewhere in this Agreement shall prevail.

- 4.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.
- 4.16 No later than one (1) Month prior to the first Operational Services Commencement Date, the Supplier shall provide a contents index to the Authority relating to the use of the Virtual Library.
- 4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

ANNEX 1: TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
<i>[(Performance)]</i>			
<i>[(Charges)]</i>			
<i>[(Major sub-contractors)]</i>			
<i>[(Technical)]</i>			
<i>[(Performance management)]</i>			

ANNEX 2: 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 Not Used.
- 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 in each case obtained by the Supplier that are specifically required in relation to the operation of the customs elements 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, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
- 13 Invoices and records related to VAT sought to be recovered by the Supplier.
- 14 Financial records, including audited accounts of the Supplier and the Key Sub-contractors to the extent described elsewhere and (other than in respect of the audited accounts) subject always to the Financial Reporting Limits.
- 15 Records required to be retained by the Supplier by Law, in relation to the Services and this Agreement 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 in relation to this Agreement.
- 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.

ANNEX 3: RECORDS TO UPLOAD TO VIRTUAL LIBRARY

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
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 1.1	Performance Monitoring Report	Sch 2.2, Part B, Para 1.1	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 2.4, Para 5.1	Security Management Plan	Sch 2.4, Para 5.2	Within 20 Working Days of the date of the Agreement	Regular review and at least annually	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 27, Sch 2.5, Para 4	Evidence of Insurances	Sch 2.5	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
CI 22	Commercially Sensitive Information	Sch 4.2	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
CI 15.7	Notified Key Subcontractors	Sch 4.3	Effective Date	Within 10 Working Days of receipt of the Supplier's notice	Authority
CI 15.5	Third Party Contracts	Sch 4.4	Effective Date	On appointment of subcontract	Authority
CI 15.6	Notified Key Sub-Contractors	Sch 4.3	Effective Date	Prior to sub-contracting any obligations	Authority
CI 15.28	Supply chain Transparency Information Reports	Sch 8.4, Annex 4	Thirty days prior to the of the end of each financial year	Every twelve (12) months	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 16,17	Software	Sch 5	Operational Services Commencement Date	Upon Agreement by the Authority to vary the information	Authority
CI 6.4	Detailed Implementation Plan	Sch 6.1	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 7	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 8.5	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 Report	Reissue with each retest	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			5 days for the Final Test Report following the relevant test completion		
Sch 7.1, Part E Para 1.5	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 7.4 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)(i)	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 7.4 Para 8	Board Confirmation	As set out at Annex 2 of Sch 7.4	Within 120 days of the first Accounting Reference Date to occur	Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				Reference Date (whichever is the earlier)	
Sch 7.5, Part B, para 1.1	Service Stabilisation Period Charge Report	Sch 7.5, Part B, para 1.1	During the Service Stabilisation Period	-	Authority
Sch 7.5, Part B, para 1.1	Re-Baselining Report	Sch 7.5, para 1.1	In the Service Period immediately following expiry of the Service Stabilisation Period (or, if the Charging Model is not agreed by the end of that Service Period, within 10 Working Days of agreement of the Charging Model)	-	Authority
Sch 7.5, para 1.1	Annual Re-baselining Report	Sch 7.5, para 1.1	In the Service Period immediately following each annual anniversary of 31 December (or, if the Revised Charging Model is not agreed by the end of that Service	-	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			Period, within 10 Working Days of agreement of the Revised Charging Model)		
Sch 7.5, para 1.1	Contract Amendment Report	Sch 7.5, para 1.1	Within 1 month of a Material Change being agreed	-	Authority
Cl 11.4, Sch 8.1, Annex 1	Representation and Structure of boards	Sch 8.1 Annex 1	Within 5 Working Days of the date of the Agreement	-	Authority
Sch 8.1, Para 3.5(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	within seven Working Days after the Board meeting	-	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

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
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 Sch 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)	Within 10 Working Days of the Authority's signature	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 4.2	Mediation Notice	As appropriate	When first served	Any variation	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
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	Ethical Wall Agreement	As appropriate and agreed by the Authority	At any point during a re-tendering or contemplated re-tendering		
Sch 8.5, Para 5	Exit Plan	Sch 8.5, Para 5.3	Within 3 months of the Effective Date	In the first month of each contract year; and	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				<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>	
Sch 8.5, Para 6.7(b)	Authority Data (handback)	As appropriate and agreed by the Authority	Upon termination or expiry or at the end of the Termination Assistance Period	-	Authority
Sch 8.5, Annex 1, Para a, Para c & Para d	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	-

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.6, Part A, Para 2.1	Service Continuity Plan	Sch 8.6, Para 2.2	As soon as is reasonably practicable (and in any event no later than 20 Working Days after the first Operational Service Commencement Date)	<p>The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):</p> <ul style="list-style-type: none"> (a) on a regular basis and as a minimum once every 6 months; (b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9; (c) within 14 days of a Financial Distress Event; (d) within 30 days of a Corporate Change Event; (e) within 7 days of a Public Health Event; and 	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				(f) where the Authority requests any additional reviews as agreed.	
Sch 8.6, Para 7.2	Service Continuity Plan Review Report	Sch 8.6, Para 7.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	-
Sch 8.6, Para 11	Corporate Resolution Planning Information	Sch 8.6, Para 11.3	Within 60 days of the Effective Date	<p>Updated version:</p> <p>(1) within 14 days of the occurrence of a Financial Distress Event;</p> <p>(2) within 30 days of a Corporate Change Event</p> <p>(3) within 30 days of the date that the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria or none of the credit</p>	Authority

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				<p>rating agencies hold a public credit rating for the Supplier or any of its Parent Undertakings</p> <p>(4) within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority</p>	
Sch 9.1, Part E, Para m	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority	Sch 9, Para m 1-4	At such intervals as are reasonably requested by the Authority	Authority
Sch 9.1, Part E, Para n	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

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
					Replacement Subcontractor
Sch 9.1, Part E, Paragraph	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority	Effective Date	-	Authority
Sch 9.1, Part E, Paragraphs	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 9.1, Annex E2	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, Annex 1 Paragraph a	Reports on Data Subject Access Requests	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority and Supplier

ANNEX 4: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

	Financial Year 20[]	
	Under this Agreement	
	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[]	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	£[]	[]

