

# **Schedule 20**

## **Reports and Records Provisions**

## Schedule 20: Reports and Records Provisions

### 1 Other Reports

- 1.1 The Authority may require any or all of the following reports:
- 1.1.1 delay reports;
  - 1.1.2 reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 22 (*Service Continuity Plan and Corporate Resolution Planning*);
  - 1.1.3 reports which the Supplier is required to supply as part of the Management Information;
  - 1.1.4 annual reports on the 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- 2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together "**Records**"):
- 2.1.1 in accordance with the requirements of The National Archives and Good Industry Practice;
  - 2.1.2 in chronological order;
  - 2.1.3 in a form that is capable of audit; and
  - 2.1.4 at its own expense.
- 2.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
- 2.6.1 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

## Schedule 20 (Reports and Records Provisions)

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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

- 2.6.2 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.

### 3 Virtual Library

- 3.1 The Supplier shall, no later than eight (8) weeks prior to the Operational Service 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 Contract available in accordance with the requirements outlined in this Schedule.
- 3.2 The Supplier shall ensure that the Virtual Library is:
- 3.2.1 capable of holding and allowing access to the information described in Annex 2 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;
  - 3.2.2 structured so that each document uploaded has a unique identifier which is automatically assigned;
  - 3.2.3 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,
  - 3.2.4 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);
  - 3.2.5 structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (*Security Management*);
  - 3.2.6 created and based on open standards in Schedule 4 (*Standards*); and
  - 3.2.7 backed up on a secure off-site system.
- 3.3 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 Schedule 27 (*Intellectual Property Rights*) of this Contract.

## Schedule 20 (Reports and Records Provisions)

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- 3.4 The Supplier shall upload complete and accurate information specified in Annex 2 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 3.1) onto Virtual Library in the format specified.
- 3.5 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:
- [homelandsecurityace@homeoffice.gov.uk](mailto:homelandsecurityace@homeoffice.gov.uk)
- 3.6 Except for notices under Clause 42.1 or items covered by Clause 42.4, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, 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 3 and the uploaded information meets the requirements more particularly specified in the relevant provision.
- 3.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 2 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.
- 3.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 2) access to view and download the specified information in the Virtual Library in Annex 2 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 2 to this Schedule.
- 3.9 Where Access Permission is not listed (in column 6 of the table at Annex 2) 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 2) from the Initial Upload Date.
- 3.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
- 3.10.1 be entitled to access, view and download information specified in Annex 2 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 3.10.2 of this Schedule); and
- 3.10.2 report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 3.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 2. 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.
- 3.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate,

## **Schedule 20 (Reports and Records Provisions)**

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complete, up-to-date and in accordance with this Contract at the date of upload.

- 3.13 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 2.
- 3.14 In the event of a conflict between any requirement in this Contract (excluding Annex 2) for the Supplier to provide information to the Authority and the requirements set out in Annex 2 of this Schedule, the requirement elsewhere in this Contract shall prevail.
- 3.15 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.
- 3.16 No later than one (1) Month prior to the Operational Service Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 3.17 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.
- 3.18 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: Records to be Kept by the Supplier**

The records to be kept by the Supplier are listed in points 1 to 18 below. Examples of data sets include but are not limited to:

- Live dashboard to share high level details on ACE delivery.
  - Number of commissions with delivery stage and those that have been completed.
  - Timeframes achieved for each stage of the delivery process against approved commission outcomes, including reasoning for changes to allow for flexible delivery.
  - Number of final commission evaluation reports or reviews for outcomes delivered.
  - Insights from completed commissions to drive continuous improvement (lessons learnt lifecycle).
  - ACE Revenue
  - Financial payment reports, highlighting risks, significant variances, underspend or overspend, and any supplementary funding needs.
  - Forecasting data.
  - End-of-year accruals.
  - Number of third-party provider organisations and breakdown (e.g. primes, SMEs, academia, other institutions) that are engaged with ACE.
  - Commission revenue to SMEs, Primes, academia and other providers.
  - Co-investment from third-party providers.
  - Stakeholder satisfaction data.
- 
- 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.

## Schedule 20 (Reports and Records Provisions)

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- 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.

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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**Annex 2: Records to Upload to Virtual Library**

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
CI 6.4	Detailed Implementation Plan	Sch 9	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Authority
CI 33.8.8	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within twelve (12) months	Every twelve (12) months	Authority
CI 14.3	Key Personnel	Section 11 of the Front Sheet	Effective Date	On replacement of Key Personnel	Authority
CI 15.7	Notified Key Subcontractors	Section 6 of the Front sheet	Effective Date	On replacement of key subcontractor	Authority
CI 15.6 and 15.7	Notified Key Sub-Contractors	Section 6 of the Front Sheet	Effective Date	With each approved appointment or variation	Authority
CI 15.28	Supply chain Transparency Reports	Sch 20, Annex 4	thirty days prior to the of the end of each financial year	Every twelve (12) months	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 3, Part B Para 2.3	Performance Monitoring Report and the Balanced Sustainability Report	Sch 3, Part B	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 4, Annex 1, Para 4	Evidence of compliance with sustainability requirements	-	On reasonable request by Authority, provided that such requests are limited to [2] per Contract Year	On reasonable request by Authority, provided that such requests are limited to [2] per Contract Year	Authority
Sch 4, Annex 1, Para 4.2	Sustainability Report	Sch 4, Annex 1, Table C	As set out in Table C	As set out in Table C	Authority
Sch 5, Para 14, 15, and 16	Security Management Plan	Sch 5, Para 14, 15 and 16	As set out in Sch 5, Para 14, 15 and 16	Regular review and at least annually	Authority
Sch 5, Para 13	Relevant Certifications	Sch 5, Para 13	Before Supplier begins to provide the Services	-	-
Sch 5, Para 11	Diagram documenting the Supplier Information Management System, the Wider Information Management System and	Sch 5, Para 11	As set out in Sch 5, Para 11	Regular review and at least annually	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
	the boundary between them				
Sch 6, Para 4	Evidence of Insurances	Sch 6	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
Section 5 of the Front Sheet	Commercially Sensitive Information	Section 5 of the Front Sheet	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
Section 7 of the Front Sheet	Third Party Contracts	Section 7 of the Front Sheet	Effective Date	On appointment of subcontract	Authority
Section 8 of the Front Sheet	Supplier Software and Third Party Software	Section 8 of the Front Sheet	Effective Date	No less than every 6 (six) Months from the Effective Date	Authority
Sch 11, 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 11, Annex 4	Risk Register	Sch 11, Annex 4	Effective Date	Upon Agreement by the Authority to vary the by the ACE Board	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 14, Para 2.3.2	Financial Indicator Reports	Sch 14, Para 2.5	As specified in Para 2.3(b) of Sch 14	As specified in Para 2.3(b) of Sch 14	Authority
Sch 14 Para 4.3.2	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 14, Para 8	Board Confirmation	As set out at Annex 4 of Sch 14	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 Reference Date (whichever is the earlier)	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 15, Part B, Para 1.1	Contract Amendment Report	Sch 19, Part B, Para 1.2	Within 1 month of a material change being agreed	-	Authority
Sch 15, Part B, Para 1.1	Quarterly Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of each Quarter	-	Authority
Sch 15, Part B, para 1.1	Annual Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of the Contract Year to which that report relates	-	Authority
Sch 15, Part B, para 1.1	Financial Reconciliation Report	Sch 19, Part B, Para 1.2	Within 6 months after the end of the Term	-	Authority
Sch 18 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 18 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 18 Para 5.4	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 18, Para 2.6	Update full copy of the Contract and copy of annotated version illustrating changes (unless Authority directs otherwise)	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Authority
Sch 18, Para 4	Change Request	Sch 18, Annex 1	Within 10 Working Days of Authority issuing the Change Request	-	Authority
Sch 18, Para 6.2	Change Authorisation Note (unless Authority directs otherwise)	Sch 18, Annex 2	When Authority approves proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7	-	Authority
Sch 19, Para 2.1.2	Dispute Notice	Sch 19 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 19, Para 2.4.2	Mediation Notice	As appropriate	When first served	Any variation	Authority
Sch 20, Para 1	Reports and Records Provisions	Sch 20, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 20, Annex 1	Authority
Sch 21, Para 2.1.1	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 21, Para 2.1.2	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 21, 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 21, Para 5.1	Exit Plan	Sch 21, Para 5.3	Within 3 months of the Effective Date	In the first month of each contract year; and  Within 14 days if requested by the Authority following a Financial Distress Event	Authority

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract	
Sch 21, Para 6.3.5	Provide up to date Registers during the Termination Assistance Period	As appropriate	As requested by the Authority	As appropriate	
Sch 21, Para 6.7.2	Government Data (handback)	Sch 21, Para 3 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority
Sch 21, Annex 1, Para 1.1, Para 1.2 Para 1.3 & Para 1.4	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	-

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

Crown Copyright 2025

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 22 Service Continuity	Service Continuity Plan	Sch 22, Para 2.2	Within 40 Working Days from the Effective Date	Sch 22, Para 7.1	Authority
Sch 22, Para 7.2	Service Continuity Plan Review Report	Sch 22, Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	-
Sch 22, Part B	Corporate Resolution Planning Information	Sch 22, Part B, Para 2.3	Sch 22 Part B Para 2.2	Sch 22, Para 11.8	Authority
Sch 24, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority, in a suitably anonymised format so as to comply with the DPA 2018, see Annex E2	Varies - Sch 24, Para 1.1(a) - (d)	At such intervals as are reasonably requested by the Authority	Authority
Sch 24, Part E, Para 1.2	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

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
					prospective Replacement Supplier and/or any prospective Replacement Subcontractor
Sch 24, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority, see Annex E2	Within 20 Working Days of Authority request	Within 20 Working Days of Authority request	Authority
Sch 24, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority , see Annex E2	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-contractor
[If using Annex A Sch 26 - Joint Controller Agreement] Sch 26, Annex 1 Para 2.1	Reports on Data Subject Access Requests and other Personal Data related matters	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority and Supplier

**Schedule 20: Reports and Records Provisions**

[Subject to Contract]

Crown Copyright 2025

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 26, Annex 1	IPR	Annex 1 to Schedule 27 (Intellectual Property Rights)	As agreed with Authority	Regularly - As agreed with Authority	Authority