

6.5 REPORTS AND RECORDS

1 INTRODUCTION

- 1.1 This Schedule sets out the obligations which NBPco shall, and shall procure that Buildco shall, comply with in accordance with Clause 48 (Records and Reports) in relation to the keeping, maintenance, retention and provision of records and Reports.
- 1.2 Except where Buildco is not the source of the relevant information, NBPco shall procure that Buildco complies with the provisions of this Schedule as if any reference to NBPco is a reference to Buildco. This does not limit or affect NBPco's obligations under this Schedule.
- 1.3 NBPco shall procure that its Subcontractors shall keep, maintain, retain and provide, on an Open Book basis, all reports, records and information in their possession that is required by NBPco in order for NBPco to comply with the requirements of this Agreement.
- 1.4 This Schedule does not limit or affect any of the rights of the Minister, or obligations of NBPco, under other provisions of this Agreement.

2 GENERAL

- 2.1 NBPco shall:
 - 2.1.1 liaise with the Minister regarding, and keep the Minister fully informed of, the progress of the Services and of any matter which materially affects, or which may materially affect, the observance and performance by NBPco of its obligations under this Agreement;
 - 2.1.2 provide and make available to the Minister on an Open Book basis the Reports identified in Paragraph 1.3 (Reports) of Appendix 1 (Reports) and in any other provisions of this Agreement in accordance with the frequencies set out in Paragraph 1.3 (Reports) of Appendix 1 (Reports) or in any other provision of this Agreement (as applicable);
 - 2.1.3 provide and make available to the Minister on an Open Book basis the records and information identified in Paragraph 1.3 (Records/Information) of Appendix 2 (Documentation, Records and Information) and in any other provisions of this Agreement in accordance with the frequencies set out in Paragraph 1.3 (Records/Information) of Appendix 2 (Documentation, Records and Information) or in any other provision of this Agreement (as applicable); and
 - 2.1.4 without limiting or affecting Paragraph 3.2 (Report Delivery) of this Schedule 6.5 (Reports and Records) or any other provision of this Agreement, gather, collate and provide such information and provide such co-operation (including responding to clarifications raised on records, documentation, information and reports (including Reports) provided to the Minister by NBPco or any Subcontractor under this Agreement and/or correcting inaccuracies or completing records, documentation, information and reports (including Reports) which the Minister has identified as inaccurate or incomplete) as the Minister may reasonably request within fifteen (15) Working Days (or such longer period as may reasonably be agreed between the Parties) of the Minister's request for the purposes of monitoring and ascertaining NBPco's compliance with, and

performance of, its obligations under this Agreement and/or the exercise of the Minister's rights under this Agreement.

2.2 Without limiting or affecting Paragraph 2.1.2 (General) of this Schedule or any other provision of this Agreement, NBPco shall keep, retain and maintain throughout the Contract Period and, with the exception of the End of Term Reports, for a period of six (6) years following the termination or expiry of this Agreement or such longer period as required by Law or stated in any other provision of this Agreement (including where any indemnity or provision of this Agreement is to survive termination of this Agreement for a specified period, all relevant records, reports and information relevant to such indemnities and provisions shall be maintained for the relevant period of that indemnity or other provision):

2.2.1 such records, reports (including superseded reports and records) and information as is required by any other provision of this Agreement;

2.2.2 the trackers, records, documentation, information and reports (including Reports) described in the provisions of Schedule 5.1 (Subsidy Payments), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules), Schedule 5.5 (Accounting Separation) and/or Schedule 5.4 (Eligibility Requirements for ERDF Funding);

2.2.3 the Reports identified in Paragraph 1.3 (Reports) of Appendix 1 (Reports) and in any other provision of this Agreement;

2.2.4 the documentation, records and information identified in Paragraph 1.3 (Records/Information) of Appendix 1 (Documentation, Records and Information) and in any other provision of this Agreement; and

2.2.5 such other records concerning the provision of the Services, Wholesale Products and Network and operation of this Agreement as may be necessary to keep and maintain,

in each case, in accordance with Best Industry Practice. NBPco shall keep each of the foregoing reports, documentation, records and information in a form that is capable of audit pursuant to Clause 47 (Audit) and at NBPco's cost and expense.

2.3 Without limiting or affecting any other provision of this Agreement, NBPco shall provide all records, documentation, reports and information deemed necessary by the Minister, acting reasonably:

2.3.1 for NBPco to demonstrate that NBPco is in compliance with its obligations under the Agreement; and

2.3.2 to comply with the reporting requirements of the Minister to the European Commission (including the DG Comp and DG Regio) and the ERDF.

3 REPORT ACCESS AND DELIVERY

3.1 NBPco shall provide, in accordance with Best Industry Practice, a secure Management Information System for the repository of all Reports and for the repository or referencing (in accordance with Paragraph 3.2 (Report Access and Delivery)) of all of the records set out in Appendix 2 (Documentation, Records and Information). NBPco shall ensure that all Reports remain in the Management Information System throughout the Contract Period

and can be accessed by the Minister at all times throughout the Contract Period. On the Termination Date, NBPco shall provide an electronic copy of all Reports to the Minister in the form and by the means reasonably requested by the Minister, at NBPco's cost (the "**End of Term Reports**").

- 3.2 NBPco shall ensure that each Report and either a copy of the record or a reference to the location in which that record is available and accessible to the Minister shall be available and accessible to the Minister on the Management Information System no later than the Report Due Date, the due date specified in Appendix 2 (Documentation, Records and Information) or as set out in any other provision of this Agreement (as applicable). Performance Points as detailed in Schedule 6.7 (Performance Levels) will apply if Reports are not accessible or available to the Minister on the Management Information System in accordance with this Paragraph.
- 3.3 NBPco acknowledges and agrees that the content, form and frequency of the Reports set out in Appendix 1 (Reports), the records set out in Appendix 2 (Documentation, Records and Information) and the records, documentation, information and reports to be otherwise provided by NBPco under this Agreement as of the Commencement Date may need to change during the Contract Period and, similarly, the need for new additional Records may also arise during the Contract Period. Any changes to or new records, documentation, information and reports (including Reports) under this Paragraph 3.3 (Report Access And Delivery) shall be deemed to be a Change and such Change shall be implemented in accordance with the Change Control Procedure.
- 3.4 Subject to Paragraph 3.3 (Report Access And Delivery) of this Schedule 6.5 (Reports and Records), NBPco shall comply with any request made by the Minister that NBPco provides new records, documentation, information and reports (including Reports) or changes the content, form or frequency of, or information required to be provided in, any record, documentation, information or report (including Report) under Paragraph 3.3 (Report Access And Delivery) of this Schedule 6.5 (Reports).

4 TIER 2 REPORTS

- 4.1 Without limiting or affecting Paragraph 2 (General) of this Schedule 6.5 (Reports and Records) or any other provision of this Agreement, the Minister may request NBPco to prepare and provide a Tier 2 Report ("**Tier 2 Report Request**").
- 4.2 If and to the extent the Minister issues a Tier 2 Report Request, NBPco shall prepare and provide the Tier 2 Report in accordance with the requirements of this Schedule 6.5 (Reports and Records) and any other requirements specified in the Tier 2 Report Request.
- 4.3 For the avoidance of doubt, NBPco is not required to prepare or provide to the Minister a Tier 2 Report unless the Minister issues a Tier 2 Report Request or unless the Tier 2

Report becomes a Tier 1 Report. The following Tier 2 Reports shall become Tier 1 Reports from the beginning of the sixth Financial Year after the Effective Date:

- 4.3.1 Separated Accounts;
- 4.3.2 Additional Financial Statements;
- 4.3.3 Additional Financial Information; and
- 4.3.4 Accounting Documentation.

4.4 NBPco shall (and shall use all reasonable endeavours to procure that its Critical Key Subcontractors shall) gather, collate and maintain such information as is necessary to enable NBPco to promptly respond to a Tier 2 Report Request.

4.5 The Minister shall reimburse NBPco for NBPco's and, to the extent applicable, Buildco's reasonable aggregate costs (i.e. total costs across NBPco and Buildco) over and above **[REDACTED]** in a Contract Year incurred in preparing and producing any Tier 2 Report requested in a Tier 2 Report Request unless NBPco is required by Law to prepare the same or substantially similar content. For the avoidance of doubt, the Minister will only reimburse NBPco for Tier 2 Reports and will not reimburse any other party. All Tier 2 Report costs sought by NBPco to be reimbursed pursuant to this Paragraph shall be notified in writing to the Minister at the end of the Contract Year to which they relate and must be vouched and evidenced to the Minister's reasonable satisfaction. The costs to be reimbursed to NBPco for Tier 2 Report Requests in each Contract Year shall be discussed by the Parties and agreed at the CLB, taking into account only the actual costs incurred in preparing the Tier 2 Report in the relevant Contract Year. The Minister shall pay the agreed costs to NBPco within thirty (30) Working Days of the date that the costs are agreed in writing by the Parties pursuant to the CLB review process. For avoidance of doubt, should the **[REDACTED]** not be fully utilised in a given Contract Year, the unutilised amount will be carried forward to future years during the remainder of the Contract Period.

By way of example, if:

- (1) no Tier 2 Reports are requested by the Minister in the first Contract Year, no amount shall be payable by the Minister under this Paragraph 4 (Tier 2 Reports) and the unutilised amount of **[REDACTED]** will be carried forward into the second Contract Year;
- (2) the total cost of all Tier 2 Reports requested by the Minister in the second Contract Year from NBPco and Buildco is **[REDACTED]** in aggregate, no amount shall be payable by the Minister under this Paragraph 4 (Tier 2 Reports) and the aggregate unutilised amount of **[REDACTED]** will be carried forward into the third Contract Year; and
- (3) the total cost of all Tier 2 Reports requested by the Minister from NBPco and Buildco in the third Contract Year is **[REDACTED]**, the unutilised amount carried over from the first and second Contract Years shall be applied against the amount of **[REDACTED]** payable by the Minister under this Paragraph 4 (Tier 2 Reports)

and the balance of the unutilised amount (being [REDACTED]) will be carried forward into the fourth Contract Year.

5 GRACE PERIOD

- 5.1 The Report Due Date for the first and second monthly set of Management Accounts in the first Contract Year as set out in Appendix 1 (Reports) shall be extended from the stated thirty (30) day period from the end of the Reporting Period and shall instead be the same date as the Report Due Date for the third set of monthly Management Accounts.
- 5.2 No Report Due Date for any other Report shall be affected by this Paragraph 5 (Grace Period).

6 SUBSTANTIALLY SIMILAR REPORTS

- 6.1 This Paragraph 6 (Substantially Similar Reports) shall only apply to the following reports:
- 6.1.1 Network Deployment Progress Report;
 - 6.1.2 Network Build Progress Report;
 - 6.1.3 Fibre inventory progress report;
 - 6.1.4 EIR MIP report;
 - 6.1.5 CA Tracker; and
 - 6.1.6 PE Tracker.
- 6.2 The Parties shall agree in writing the format of the Reports listed in Paragraph 6.1 (Substantially Similar Reports) within three (3) months from the Effective Date, failing which the format of the Reports shall be as directed by the Minister in its sole discretion.
- 6.3 Pending the finalisation of the format of the Reports listed in Paragraph 6.1 (Substantially Similar Reports), NBPco shall, in respect of each Report listed in Paragraph 6.1 (Substantially Similar Reports), provide a Report fulfilling the substantial information requirements of the identified Report required under Annex 1 (Report Details) of Appendix 1 (Reports) in a clear and intelligible form to enable the Minister to appraise NBPco's performance under the Agreement and the progress of the Project as contemplated in the description of each relevant Report in Annex 1 (Report Details) of Appendix 1 (Reports) of this Schedule (the "**Substantially Similar Reports**").
- 6.4 For the purpose of the relevant Target Performance Levels under Schedule 6.7 (Performance Levels) (including KPI 16A), the delivery of all Substantially Similar Reports

in respect of the first Quarter of the first Contract Year shall constitute the delivery of the relevant Reports.

6.5 Nothing in this Paragraph 6 (Substantially Similar Reports) affects:

- 6.5.1 the Report Due Date for each Report listed in Paragraph 6.1 (Substantially Similar Reports);
- 6.5.2 the Reporting Time for each Report listed in Schedule 6.7 (Performance Levels);
or
- 6.5.3 the Minister's rights under Paragraph 2.1.4 (General).

APPENDIX 1
REPORTS

- 1.1 In accordance with its obligations under this Schedule 6.5 (Reports and Records), NBPco shall compile, provide and make accessible and available on the Management Information System the Reports set out in this Appendix 1 Reports.
- 1.2 The detail as to what should be included by NBPco in each of the Reports identified in this Appendix is set out in Annex 1 (Report Details) to this Appendix 1 (Reports) or in the specified section of this Agreement.

1.3 Reports

Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
Tier 1 Reports							
1	Products and pricing	Wholesale Product and Pricing Report	Annual	First Contract Year	[REDACTED]	√	
2	Products and pricing	Future Proofing and Continuous Improvement Report	Annual	First Contract Year	[REDACTED]	√	
3	Network build and coverage	Network Deployment Progress Report	Monthly during the Deployment Period	First month of Contract Year	[REDACTED]	√	
4	Network build and coverage	Network Build Progress Report	Quarterly during the Deployment Period	First Quarter of Contract Year	[REDACTED]	√	

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
12	Connections	Connections Report – Strategic Community Point	Quarterly during the first nine (9) Contract Years Annually thereafter for the remainder of the Contract Period	Second Quarter	[REDACTED]	√	

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
13	Connections	Connections Report - fibre	Quarterly during the first nine (9) Contract Years Annually thereafter for the remainder of the Contract Period	Second Quarter	[REDACTED]	√	
14	Connections	Connections Tracker	With or in advance of each CMPC and ACMPC	First Connection Milestone Payment Claim	[REDACTED]	√	
15	Performance	Performance Monitoring Report	Quarterly	Second Quarter	[REDACTED]	√	
16	Financial	PE Tracker	Monthly	First month after Effective Date	[REDACTED]	√	
17	Financial	Management Accounts	Monthly / each quarter of the Financial Year/Financial Year end	First month of the first Financial Year / first quarter of the first Financial Year / first Financial Year end	[REDACTED]	√	√
18	Financial	Project Accounts	Annual	Effective Date to the first	[REDACTED]	√	√

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
				Financial Year end			
19	Financial	Statutory Financial Statements	Annual	Effective Date to the first Financial Year end	[REDACTED]	√	
20	Financial	Additional Financial Statements	Annual	Sixth Financial Year after the Effective Date	[REDACTED]	√	
21	Financial	Separated Accounts	Annual	Sixth Financial Year after the Effective Date	[REDACTED]	√	
22	Financial	Additional Financial Information	Annual	Sixth Financial Year after the Effective Date	[REDACTED]	√	
23	Financial	Accounting Documentation	Annual	Sixth Financial Year after the Effective Date	[REDACTED]	√	
24	DCCAE Vote Funding Estimates Forecast Report	Forecast of Subsidy Payments for following calendar year.	Annual For the purpose of Appendix 5 (Annual Management Information) of Schedule 6.7 (Performance Levels), the “Reporting	The calendar year following the Effective Date	[REDACTED]	√	

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
			Period” shall end on 1 July each year.				
25	Communications	Communications, Demand Stimulation and Brand Plan Annual Report	Annual during the Take Up Target Period	First Contract Year	[REDACTED]	√	
26	ERDF	ERDF Funding Report	Annual	First Contract Year	[REDACTED]	√	
27	ERDF	ERDF Publicity Compliance Report	Annual	First Contract Year	[REDACTED]	√	
28	State Aid	State Aid Evaluation Report	Annual	First Contract Year	[REDACTED]	√	
29	Miscellaneous	Employment, Training and SME Opportunities Report	Annual	First Contract Year	[REDACTED]	√	

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
30	Miscellaneous	Environmental Annual Report	Annual	First Contract Year	[REDACTED]	√	
	[REDACTED]						
31	Financial	Additional Financial Statements	Annual - When requested by the Minister Only applicable for first five Financial Years after the Effective Date	Effective Date to the first Financial Year end	[REDACTED]	√	
32	Financial	Separated Accounts	Annual - When requested by the Minister For NBPco, only applicable for first five Financial Years after the Effective Date	Effective Date to the first Financial Year end	[REDACTED]	√	√
33	Financial	Additional Financial Information	Annual - When requested by the Minister	Effective Date to the first Financial Year end	[REDACTED]	√	

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Ref	Subject matter	Report title	Frequency / Reporting Period	Reporting Period for first Report	Report Due Date	NBPco	BuildCo
			Only applicable for first five Financial Years after the Effective Date				
34	Financial	Accounting Documentation	Annual - When requested by the Minister Only applicable for first five Financial Years after the Effective Date	Effective Date to the first Financial Year end	[REDACTED]	√	
35	Miscellaneous	Business Continuity and Disaster Plan Recovery Test and Review Report	Annual - When requested by the Minister	First Contract Year	[REDACTED]	√	
36	Miscellaneous	Security Systems Review Report	Annual - When requested by the Minister	First Contract Year	[REDACTED]	√	

ANNEX 1
REPORT DETAILS

1.1 NBPco shall ensure that the detail set out in the description below is included in the corresponding Report:

Ref:	Report	Description
Products and pricing		
1	Wholesale Product and Pricing Report	<p>This Report shall include the following:</p> <p>Information about the Wholesale Products, to include:</p> <ul style="list-style-type: none"> - a list of all Wholesale Products made available and associated Wholesale Prices charged by NBPco per Service Provider with associated volumes and the particulars of any changes made to the Reference Offer during the Reporting Period; - the particulars of any changes made to the following during the Reporting Period: <ul style="list-style-type: none"> ▪ Wholesale Product Roadmap; ▪ Wholesale Product Catalogue; ▪ Premises Database; and ▪ Wholesale Product withdrawals during the Reporting Period; - confirmation of compliance with the Wholesale Product Benchmarking Rules; - confirmation of compliance with the Wholesale Pricing Rules; - confirmation and illustration that no Wholesale Margin Squeeze has occurred; - information about Initial Connection Charges and Other Connection Charges as set out in Paragraph 6 (Initial Connection Charges and Other Connection Charges), Part 1 (Wholesale Pricing Rules) of

Ref:	Report	Description
		<p>Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules; and</p> <ul style="list-style-type: none"> - a Statement of Compliance to fulfil the requirements set out in Paragraph 2 (Statement of Compliance) of Part 4 (Review and Compliance) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules). The pricing Statement of Compliance must include a RACM (Risk and Control Matrix) and controls signed off at an appropriate level within NBPco.
2	Future Proofing and Continuous Improvement Report	This Report shall be submitted in accordance with the requirements of Paragraph 7 (Future Proofing Plan Reporting) of Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing).
Network build and coverage		
3	Network Deployment Progress Report	<p>This Report shall outline progress against the Implementation Programme including progress against the relevant Programme Level Milestones and progress against Project Plan Milestones during the relevant Reporting Period.</p> <p>This Report must include the information specified in Paragraph 11 (Monitoring Deployment – Requirements) of Schedule 2.3 (Deployment Requirements) and adhere to any format requirements under that Paragraph in addition to complying with the following overarching format and information requirements:</p> <p>The Report must be provided in the following form and must set out the information listed below:</p> <p>(A) <u>Summary – a summary of overall progress in the month</u>, including red flag, amber flag and green flag issues for each of the subject areas set out below, assessed on the following basis:</p> <p>red flag = Delay</p>

Ref:	Report	Description
		<p>amber flag = risk of Delay</p> <p>green flag = no Delay</p> <p>(B) <u>Network Deployment progress to include the following:</u></p> <p>Progress against each of the following Project Plan Milestones:</p> <ul style="list-style-type: none"> ▪ Operational Environment Project Plan Milestones; ▪ Service Provider Engagement Framework Project Plan Milestones; and ▪ Wholesale Product Launch Project Plan Milestones. <p>Progress against each relevant Programme Level Milestone, including a table outlining the following:</p> <ul style="list-style-type: none"> ▪ total number of Milestones complete; ▪ Milestone Achievement Certificates achieved to date against the Network Deployment Plan; ▪ Milestone Achievement Certificate quality performance assessed in accordance with Paragraph 10.2.9 (Milestone Achievement And Testing – Requirements) of Schedule 2.3 (Deployment Requirements) (including the % of Milestones achieved compared to the % of planned Milestone achieved as set out in the Network Deployment Plan); and ▪ forecast of completion dates for Programme Level Milestones for the three (3) months following the Reporting Period and risks and impacts (if any) together with mitigation measures in place. <p>(C) <u>Premises Passed progress</u></p> <p>The following information for Premises Passed will be captured:</p> <ul style="list-style-type: none"> ▪ County (Geo-Directory) ▪ Postal Area (First 3 characters of Eircode) ▪ OLT (Network Inventory) ▪ Principal Post Town (Geo-Directory) ▪ Electoral District (Geo-Directory)

Ref:	Report	Description
		<p>Premises Passed will be further categorised for each Deployment Area and include the following information:</p> <ul style="list-style-type: none"> ▪ the number of Premises Passed; ▪ the number of residential and commercial Premises Passed; and ▪ the number of Strategic Community Points Passed. <p>(D) <u>Premises Connected progress</u></p> <p>The following information for Premises Passed will be captured:</p> <ul style="list-style-type: none"> ▪ County (Geo-Directory) ▪ Postal Area (First 3 characters of Eircode) ▪ OLT (Network Inventory) ▪ Principal Post Town (Geo-Directory) ▪ Electoral District (Geo-Directory) <p>Premises Connected metrics including the following:</p> <ul style="list-style-type: none"> ▪ the number of active IA End User wholesale Connections; ▪ the number of residential and commercial active IA End User wholesale Connections; and ▪ the number of IA End User wholesale Connections to Strategic Community Points. <p>Premises Connected will be further categorised by Wholesale Product and Service Provider:</p> <ul style="list-style-type: none"> ▪ the number of new and cancelled IA End User wholesale Connections ; ▪ the number of new and cancelled IA End User wholesale Connections to residential and commercial Premises; and ▪ the number of new and cancelled IA End User wholesale Connections to Strategic Community Points. <p>(E) <u>Risks and Mitigation update;</u></p> <p>Details of any (including significant environmental) risks, issues, actions and/or impacts to the Implementation Programme together with any corrective and/or mitigation measures put in place.</p>

Ref:	Report	Description
4	Network Build Progress Report	<p>This Report must include the details specified in Paragraph 11.2.4(B) (Monitoring Deployment – Requirements) of Schedule 2.3 (Deployment Requirements) in addition to the information requirements set out below.</p> <p>This Report must:</p> <ul style="list-style-type: none"> (A) identify the number of Network Elements as outlined in Schedule 3 (NBPCo Solution) and compare to the number of Network Elements completed. (B) provide a summary of design and/or implementation changes (if any) impacting Milestone targets and inventory management during the applicable Reporting Period. (C) highlight any significant issues arising in relation to Network build including where there is insufficient availability of resources critical to key Network build activities and dependencies. (D) identify any new and/or secondary risk(s) to Network build progress arising during the applicable Reporting Period, and summarise the plans and measures to minimise, mitigate and/or eliminate the risk(s). (E) provide any forecast of the number of the Network Elements to be completed in the three (3) months following the relevant reporting period, identify any risks and associated potential impacts to completion of Network Elements and summarise the plans or measures in place to minimise, mitigate and/or eliminate the risk(s). (F) for each Deployment Area in which Construction Activities and Works took place during the reporting period, provide details of (including hyperlinks accessible by the Minister to full copies of) any Consents issued in relation to those Construction Activities and Works.
5	[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> A) [REDACTED] B) [REDACTED] <ul style="list-style-type: none"> 1) [REDACTED] 2) [REDACTED]

Ref:	Report	Description
6	[REDACTED]	[REDACTED] 1) [REDACTED] 2) [REDACTED] 3) [REDACTED] [REDACTED] (A) [REDACTED] 1) [REDACTED] 2) [REDACTED] (B) [REDACTED] 1) [REDACTED]
7	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] A) [REDACTED] 1) [REDACTED] 2) [REDACTED] B) [REDACTED] a) [REDACTED] b) [REDACTED] c) [REDACTED]

Ref:	Report	Description
		1) [REDACTED] 2) [REDACTED] C) [REDACTED]
8	[REDACTED]	[REDACTED] <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
Contract Assumptions		
9	[REDACTED]	[REDACTED] <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] [REDACTED] <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED]
10	[REDACTED]	[REDACTED] <ul style="list-style-type: none"> • [REDACTED]

Ref:	Report	Description
		<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] <p>[REDACTED]</p>
11	[REDACTED]	<p>[REDACTED]</p> <ul style="list-style-type: none"> • [REDACTED] • [REDACTED] <p>[REDACTED]</p>
Connections		
12	Connections Report — Strategic Community Point	<p>This Report must include:</p> <p>(A) Details of the progress of broadband connection point Connections including the details specified in Paragraphs 11.2.6 (Monitoring Deployment – Requirements) of Schedule 2.3 (Deployment Requirements) and provide a red flag, amber flag or green flag, assessed on the following basis:</p> <p>red flag = Delay</p> <p>amber flag = risk of Delay</p> <p>green flag = no Delay</p> <p>The following information for broadband connection point Connections will be captured:</p> <ul style="list-style-type: none"> ▪ County (Geo-Directory)

Ref:	Report	Description
		<ul style="list-style-type: none"> ▪ Postal Area (First 3 characters of Eircode) ▪ OLT (Network Inventory) ▪ Principal Post Town (Geo-Directory) ▪ Electoral District (Geo-Directory) <p>It will be categorised according to Wholesale Product and Service Provider, in respect of the following:</p> <ul style="list-style-type: none"> ▪ the number of active IA End User wholesale Connections; ▪ the number of residential and commercial active IA End User wholesale Connections; and ▪ the number of IA End User wholesale Connections to Strategic Community Points; and <p>It will be further categorised according to Wholesale Product and Service Provider, the following:</p> <ul style="list-style-type: none"> ▪ the number of new, cancelled and churned IA End User wholesale Connections during the Reporting Period; ▪ the number of new, cancelled and churned IA End User wholesale Connections to residential Premises; and ▪ the number of new, cancelled and churned IA End User wholesale Connections to Strategic Community Points. <p>(B) Requested Connections not achieved</p> <p>Details by Deployment Area of any IA End Users or other stakeholder described in Paragraph 2.5 (CDB Strategic Plan) of Schedule 2.6 (Communications, Demand Stimulation and Brand Plan) who requested Connection during that Reporting Period where Connection was not achieved during that Reporting Period and will not be achieved in the next Reporting Period for the IA End User or stakeholder concerned.</p> <p>This must include:</p> <ul style="list-style-type: none"> ▪ reasons why the Connection has not/will not be achieved; and ▪ steps taken to Connect the IA End Users and mitigate any delay in such Connection.

Ref:	Report	Description
13	Connections Report – fibre	<p>This Report must include:</p> <p>(A) Details of the progress of fibre Connections including the details specified in Paragraphs 11.2.6 (Monitoring Deployment – Requirements) of Schedule 2.3 (Deployment Requirements) and provide a red flag, amber flag or green flag, assessed on the following basis:</p> <p>red flag = Delay</p> <p>amber flag = risk of Delay</p> <p>green flag = no Delay</p> <p>The following area information for fibre Connections will be provided:</p> <ul style="list-style-type: none"> ▪ County (Geo-Directory) ▪ Postal Area (First 3 characters of Eircode) ▪ OLT (Network Inventory) ▪ Principal Post Town (Geo-Directory) ▪ Electoral District (Geo-Directory) <p>It will be further categorised according to Wholesale Product and Service Provider, in respect of the following:</p> <ul style="list-style-type: none"> ▪ the number of active IA End User wholesale Connections; ▪ the number of residential and commercial active IA End User wholesale Connections; and ▪ the number of IA End User wholesale Connections to Strategic Community Points; and <p>It will be further categorised according to Wholesale Product and Service Provider, in respect of the following:</p> <ul style="list-style-type: none"> ▪ the number of new, cancelled and churned IA End User wholesale Connections during the Reporting Period; ▪ the number of new, cancelled and churned IA End User wholesale Connections to residential Premises; and

Ref:	Report	Description
		<ul style="list-style-type: none"> ▪ the number of new, cancelled and churned IA End User wholesale Connections to Strategic Community Points. <p>(B) Requested Connections not achieved</p> <p>Details by Deployment Area of any IA End Users or other stakeholder described in Paragraph 2.5 (CDB Strategic Plan) of Schedule 2.6 (Communications, Demand Stimulation and Brand Plan) who requested Connection during that Reporting Period where Connection was not achieved during that Reporting Period and will not be achieved in the next Reporting Period for the IA End User or stakeholder concerned.</p> <p>This must include:</p> <ul style="list-style-type: none"> ▪ reasons why the Connection has not/will not be achieved; and ▪ steps taken to Connect the IA End Users and mitigate any delay in such Connection.
14	Connections Tracker	<p>Report / database (or equivalent reporting solution) that presents details by reference to the Wholesale Product & Coverage Template of:</p> <ul style="list-style-type: none"> • Connections provisioned & claimed as part of the latest CMPC • Cumulative connections provisioned & claimed • Actual Connection Costs as approved on basis of the CMPC Supporting Documentation provided in accordance with Schedule 5.1 (Subsidy Payments) (to track against the Project Cost Model)
	Performance	
15	Performance Monitoring Report	<p>This Report must provide the following:</p> <p>.</p>

Ref:	Report	Description
		<ul style="list-style-type: none"> - Information in respect of performance monitoring as prescribed in Paragraph 2.2 (Performance Monitoring and Performance Review) of Part 2 (Performance Monitoring), of Schedule 6.7 (Performance Levels). - Information in respect of performance records as prescribed in Paragraph 3 (Performance Records) of Part 2 (Performance Monitoring), of Schedule 6.7 (Performance Levels). - Information in respect of a performance verification as prescribed in Paragraph 4 (Performance Verification) of Part 2 (Performance Monitoring) of Schedule 6.7 (Performance Levels). - Industry engagement report – Information in respect of industry engagement as prescribed in Appendix 4 (Service Provider Engagement Framework) of Schedule 2.4 (Operational Performance). - Information identified in Paragraph 5 (Operational Environment) of Schedule 2.4 (Operational Performance) and provided in accordance with Appendix 5 (Reporting Requirements) of Schedule 2.4 (Operational Performance)
	Financial	
16	PE Tracker	<p>Report / database (or equivalent reporting solution) that presents in one report details of all Permitted Expenditure incurred by NBPCo / Buildco and agreed by the Minister’s Representative as being eligible and valid on the basis of the DMPC Supporting Documentation, General PE Supporting Documentation and CMPC Supporting Documentation submitted in accordance with Schedule 5.1 (Subsidy Payments):</p> <ul style="list-style-type: none"> • Cumulative Permitted Expenditure incurred to month end that has been agreed by the Minister’s Representative as being eligible and valid, with a breakdown by type as follows: <ul style="list-style-type: none"> • Permitted Expenditure Passed (DA); • Permitted Expenditure Passed (Common); • Permitted Expenditure Passed (Infra Rental); • Permitted Expenditure Connect; • Permitted Expenditure NBPCo; and

Ref:	Report	Description
		<ul style="list-style-type: none"> • Permitted Expenditure New Premises • Breakdown of cumulative Permitted Expenditure that is eligible for ERDF purposes, by ERDF Region • Details of the relevant subsidy claim in which the Permitted Expenditure has been included, such claims as set out in Schedule 5.1 (Subsidy Payments)
17	Management Accounts	NBPco and its Critical Key Subcontractors shall provide the Management Accounts as prescribed in Paragraph 2 (Management Accounts) of Appendix 5 (Reports) of Schedule 5.1 (Subsidy Payments).
18	Project Accounts	NBPco and its Critical Key Subcontractors shall provide the Project Accounts as prescribed in Paragraph 3 (Project Accounts) of Appendix 5 (Reports) of Schedule 5.1 (Subsidy Payments).
19	Statutory Financial Statements	NBPco shall provide a copy of its Statutory Financial Statements.
20	Additional Financial Statements	NBPco shall provide the Additional Financial Statements as prescribed in Paragraph 4 (Reporting and Transparency) of Schedule 5.5 (Accounting Separation).
21	Separated Accounts	<p>NBPco shall provide the Separated Accounts as prescribed in Paragraph 4 (Reporting and Transparency) of Schedule 5.5 (Accounting Separation).</p> <p>NBPco shall use all reasonable endeavours to procure that its Material Subcontractors shall provide the Separated Accounts as prescribed in Paragraph 4 (Reporting and Transparency) of Schedule 5.5 (Accounting Separation).</p>
22	Additional Financial Information	NBPco shall provide the Additional Financial Information as prescribed in Paragraph 4 (Reporting and Transparency) of Schedule 5.5 (Accounting Separation).

Ref:	Report	Description
23	Accounting Documentation	NBPco shall provide the Accounting Documentation as prescribed in Paragraph 6 (Accounting Documentation) of Schedule 5.5 (Accounting Separation).
24	DCCAE Vote Funding Estimates Forecast Report	<p>NBPco shall provide updated forecasts to the Minister on or before 31 July every year from the Effective Date.</p> <p>These forecasts to include:</p> <ul style="list-style-type: none"> - latest monthly profile of Subsidy Payments likely to be claimed by NBPco for the following calendar year (the budgetary year for the Irish Government) categorised by expected: <ul style="list-style-type: none"> ▪ Deployment Milestone Payment ▪ Ongoing Capital Payment ▪ Connections Milestone Payment ▪ Additional Connection Milestone Payment ▪ Increases or decreases in Deployment Milestone Payments and Ongoing Capital Payments as a result of the application of Annex 5 (Post Build Contract Assumptions) of Schedule 6.2 (Change Control Procedure) and Annex 6 (Build Related Contract Assumptions) of Schedule 6.2 (Change Control Procedure). - Commentary from NBPco regarding any significant variance of 2% from the expected profile of Subsidy Payments at the Effective Date. - Commentary from NBPco regarding any risks or issues which might give cause for uncertainty in these forecasts.
Communications		
25	Communications, Demand Stimulation and Brand Plan Annual Report	This Report shall be submitted in accordance with the reporting obligations prescribed under Paragraph 7 (Reporting) of Schedule 2.6 (Communications, Demand Stimulation and Brand Plan)

Ref:	Report	Description
	ERDF	
26	ERDF Funding Report	<p>This Report must include the details specified in Paragraph 2.5 (ERDF Project Specific Conditions) of Schedule 5.4 (Eligibility Requirements for ERDF Funding) and the following:</p> <ul style="list-style-type: none"> - details of the actual Eligible ERDF Expenditure against forecast Eligible ERDF Expenditure during the Reporting Period, and the reason for any variance; - an update to the forecasted Eligible ERDF Expenditure where NBPco expects that Eligible ERDF Expenditure will change from the forecasted Eligible ERDF Expenditure provided in the Project Financial Model; - the identification, transparency, validation and allocation of the various types of expenditure which qualify for Eligible ERDF Expenditure; - details of qualifying Eligible ERDF Expenditure including: <ul style="list-style-type: none"> ▪ actual Eligible ERDF Expenditure v budgeted Eligible ERDF Expenditure v forecasted Eligible ERDF Expenditure on the following basis: <ul style="list-style-type: none"> ○ per Quarter; ○ year to date; and ○ cumulative Project. - The form for this Report must be similar and comparable to the Project Accounts as detailed in Appendix 5 (Reports) of Schedule 5.1 (Subsidy Payments) and must incorporate details of Eligible ERDF Expenditure under the following headings: <ul style="list-style-type: none"> ▪ Project Capital Expenditure; ▪ Fixed Assets; ▪ Project Operational Expenditure; and ▪ a comparison of expenditure with the Project Financial Model. - ERDF reporting requirements relating to the monitoring of the Network roll-out are as detailed in Part C of the reporting requirements for the Network Deployment Progress Report in this Schedule 6.5 (Reports and Records). - ERDF reporting requirements will be required to be broken out by each ERDF region.

Ref:	Report	Description
27	ERDF Publicity Compliance Report	<p>The ERDF Publicity Compliance Report must include, for each ERDF Region:</p> <ul style="list-style-type: none"> - details of any new Publicity Material (both physical and electronic) issued during the Reporting Period (copies/ screenshots should be attached to the Report); - details of all billboards/plaques in place (attach photographs) relating to the Project; - screenshots from the Public Portal and Secure Portal showing compliance with publicity requirements set out in Paragraph 4 (Publicity) of Schedule 5.4 (Eligibility Requirements for ERDF Funding); and - confirmation that NBPco complies with the publicity requirements under Articles 4 and 5 of Commission Implementation Regulation 721/2014 and the Information and Communication Guidelines for European and Structural and Investment Funds 2014-2020. <p>ERDF reporting requirements relating to the monitoring of the Network roll-out are as detailed in Part D of the reporting requirements for the Network Deployment Progress Report in this Schedule 6.5 (Reports and Records).</p>
State Aid		
28	State Aid Evaluation Report	<p>NBPco is required to provide a Report setting out the following:</p> <ol style="list-style-type: none"> 1. Number of Premises Passed (cumulatively and categorised for residential Premises, business Premises and residential and business (mixed use) Premises): <ol style="list-style-type: none"> a. from the Effective Date to the end of the relevant Reporting Period; and b. during the Reporting Period. 2. Number of Strategic Community Points Passed: <ol style="list-style-type: none"> a. from the Effective Date to the end of the relevant Reporting Period; and b. during the Reporting Period. 3. Number of Premises Connected (cumulatively and categorised for residential Premises, business Premises and residential and business (mixed use) Premises): <ol style="list-style-type: none"> a. from the Effective Date to the end of the relevant Reporting Period; and b. during the Reporting Period.

Ref:	Report	Description
		<ol style="list-style-type: none"> 4. Number of Strategic Community Points Connected: <ol style="list-style-type: none"> a. from the Effective Date to the end of the relevant Reporting Period; and b. during the Reporting Period. 5. Data usage: <ol style="list-style-type: none"> a. total data usage (across the Network) during the Reporting Period; and b. average monthly data usage per Premises (and further categorised for residential Premises, business Premises and residential and business (mixed use) Premises) during the Reporting Period. 6. Mean download and upload speeds available to End Users in the Intervention Area during the Reporting Period. 7. Mean End User Fault Repair Times (measured in days) in the Intervention Area during the Reporting Period. 8. Total Subsidy Payments received by NBPco since the Effective Date. 9. Total number of existing poles being used by NBPco (in the Intervention Area and Excluded Area, as at the end of the Reporting Period). 10. Total distances (in metres) of existing duct used by NBPco in the Intervention Area and Excluded Area, as at the end of the Reporting Period. 11. For each Deployment Area, number of Retail Service Providers during the Reporting Period. 12. Financial indicators/metrics of NBPco
	Miscellaneous	
29	Employment, Training and SME Opportunities Report	<p>This Report must be in compliance with Clause 8.8 (Policy Objectives).</p> <p>This Report must be in compliance with Clause 43 (Small and Medium Sized Enterprises).</p>
30	Environmental Annual Report	<p>This Report must provide a statement of compliance in relation to NBPco’s obligations under Schedule 2.5 (Environmental).</p>

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Ref:	Report	Description
31	Additional Financial Statements	As set out in row 20 above
32	Separated Accounts	As set out in row 21 of this Annex 1 above
33	Additional Financial Information	As set out in row 22 of this Annex 1 above
34	Accounting Documentation	As set out in row 23 of this Annex 1 above
35	Business Continuity and Disaster Plan Recovery Test and Review Report	<p>This Report must include the following:</p> <ul style="list-style-type: none"> - A summary of the reviews undertaken pursuant to Clause 70.2 (Business Continuity and Disaster Recovery); and <p>Details of the results of, and any recommendations in relation to, these tests and reviews carried out pursuant to Clause 70.2 (Business Continuity and Disaster Recovery).</p>
36	Security Systems Review Report	This Report must include a summary of the reviews undertaken pursuant to Clause 24.4 (Network and Service Security);

APPENDIX 2

DOCUMENTATION, RECORDS AND INFORMATION

- 1.1 Notwithstanding any other reporting requirements in this Agreement, in accordance with its obligations under this Schedule 6.5 (Reports and Records), NBPco shall compile, provide and make accessible and available on the Management Information System the records and information set out in this Appendix 2 (Documentation, Records and Information). The documentation, records and information set out in this Appendix 2 (Documentation, Records and Information) is not an exhaustive list and the inclusion or non-inclusion of any documentation record or information in this list shall not diminish in any way the requirement of the Minister for documentation, records or information to be provided by NBPco in accordance with this Agreement.
- 1.2 The detail as to what should be included by NBPco in each of the reports and information identified in this Appendix is set out in Annex 1 (Documentation, Records and Information Details) to this Appendix 2 (Documentation, Records and Information) or in the specified sections of this Agreement.

1.3 Records / Information

Ref	Subject matter	Title	Frequency	First submission	Due Date	NBPco
1	Financial	DMPC Supporting Documentation	Every Deployment Payment Milestone	First Deployment Payment Milestone	[REDACTED]	√
2	Financial	General PE Supporting Documentation	Monthly during the Contract Period	First month following the Effective Date	[REDACTED]	√
3	Financial	CMPC Supporting Documentation	Every Connection Payment Milestone	First Connection Payment Milestone	[REDACTED]	√
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Ref	Subject matter	Title	Frequency	First submission	Due Date	NBPco
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	Network build and coverage	Milestone Achievement Report	All Milestones during the Deployment Period and P6 Milestones during the first 12 years.	First Milestone	[REDACTED]	[REDACTED]

ANNEX 1
RECORDS AND INFORMATION DETAILS

1.1 NBPCo shall ensure that the detail set out in the description below is included in the corresponding documentation, record or information:

Ref	Report	Description
	Financial	
1	DMPC Supporting Documentation	This record / information shall be submitted in accordance with the requirements of Paragraph 5 of Schedule 5.1 (Subsidy Payments)
2	General PE Supporting Documentation	This record / information shall be submitted in accordance with the requirements of Paragraph 5B of Schedule 5.1 (Subsidy Payments)
3	CMPC Supporting Documentation	This record / information shall be submitted in accordance with the requirements of Paragraph 7C of Schedule 5.1 (Subsidy Payments)
	Contract Assumptions	
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]

Ref	Report	Description
	Network Build and Coverage	
10	Milestone Achievement Report	The Milestone Achievement Report shall be submitted in accordance with the requirements of Paragraph 10 (Milestone Achievement Testing – Requirements) of Schedule 2.3 (Deployment Requirements).