

Schedule H (Transformation)

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INSTRUCTIONS FOR RESPONDING TO THIS DOCUMENT:

General Guidelines

- These RFP documents contain the key legal terms and conditions that the Supplier will be required to comply with in relation to this Project.
- Eskom requires the Supplier to comply with the requirements as written, and compliance with these RFP documents will be a critical component of Supplier's response to the RFP
- The Supplier must complete Schedule Q (Supplementary Terms), as it is a mandatory requirement. Non-compliance will result in the Supplier being disqualified from further evaluation.

1. TRANSFORMATION SERVICES

1.1. General

- 1.1.1. The Supplier shall render the Transformation Services only upon Eskom's written request.
- 1.1.2. The Supplier will take such steps, and perform such services and functions including services, functions and responsibilities as described in the Transformation Plan and those Transformation Services, functions and responsibilities not specifically described in the Transformation Plan but reasonably and necessarily required for the proper performance and provision of the Transformation services, (other than the Eskom Transformation Dependencies) as are necessary so that:
 - 1.1.2.1. each of the Transformation Deliverables to be completed during Transformation are completed, meet the Transformation Acceptance Criteria and pass the Transformation Acceptance Tests by the respective Transformation Milestones;
 - 1.1.2.2. the Supplier commences performing the Transformed Methods and any Transformed Services in accordance with the Service Levels on the relevant Planned Transformation Handover Date;
 - 1.1.2.3. to the extent the same is within the control of the Supplier, the internal and third-party costs incurred by Eskom in relation to the Transformation are minimised;
 - 1.1.2.4. there is no disruption or deterioration of the Services during Transformation and no negative impact on Eskom's business (including its personnel and customers), other than during the periods, and to the extent, approved by Eskom in the Transformation Plan (and during such periods, minimising to the extent possible such disruption or deterioration), the "Transformation Services";
 - 1.1.2.5. all Transformation activities comply with Schedule R (Information Security Requirements) and Schedule P (Operator Agreement), including controls for access to Eskom Systems and Eskom Data, secure data migration, encryption in transit

and at rest, and incident escalation. Failure to comply with this section 1.1.2.4 constitutes a material breach of the Agreement; and

- 1.1.2.6. the Supplier shall plan and execute Transformation to facilitate Exit Assistance in accordance with Schedule I (Exit Assistance), including maintaining complete technical and procedural documentation, using open standards and formats, and avoiding Intellectual Property lock-in. Failure to comply with this section 1.1.2.6 constitutes a material breach of the Agreement.

1.2. Impact of Transformation on the Services

1.2.1. Through Transformation, the Supplier will:

- 1.2.1.1. make improvements to the way in which the relevant Services are delivered using new tools and processes which will either (i) reduce the cost of providing the Services or (ii) improve the efficiency and delivery of the Services (“**Transformed Methods**”); and
- 1.2.1.2. where required, perform incremental additional Services (“**Transformed Services**”).

1.2.2. The Transformed Methods will be described in Appendix H-1 (Transformation Documentation) which will be provided as at Service Commencement Date.

1.2.3. The Supplier will perform the activities for Transformation of the relevant Services to be Transformed in accordance with the Transformation Plan and other documentation to be set out in Appendix H-1 (Transformation Documentation) so that the Services are performed using the Transformed Methods and any incremental Transformed Services commence being performed from the relevant dates specified in the Transformation Plan to meet or exceed the Service Levels (“**Planned Transformation Handover Date**”).

1.3. Risk

- 1.3.1. The Supplier will perform Transformation in such a manner, and take such steps, as are needed to mitigate any operational risk to Eskom.

1.4. Resources

- 1.4.1. Save for the Eskom Transformation Dependencies, the Supplier has overall responsibility for the successful Transformation of the Services in accordance with this Schedule. Subject to the provision of the Eskom Transformation Dependencies, any other activities, facilities, Equipment, Software, contracts or other resources required by the Supplier to perform the Transformation Services and complete Transformation will be provided by the Supplier.

1.5. Restrictions

- 1.5.1. The Supplier will perform the Transformation in accordance with the following (together with any other restrictions specified in this Schedule):
- 1.5.1.1. changes will conform to section 3.2 and the Change Procedures;
 - 1.5.1.2. the Supplier must provide no less than four (4) weeks' prior notice to the Eskom Transformation Manager before the planned start date of Transformation at any Eskom Site;
 - 1.5.1.3. Transformation activities will be subject to Eskom's change freeze calendar or any other delay required by Eskom (as provided by Eskom from time to time);
 - 1.5.1.4. the Supplier shall not use AI Tools in Transformation (including build, migration, testing, monitoring or documentation generation) without Eskom's prior written approval and compliance with the Terms and Conditions and Schedule R (Information Security Requirements); and

- 1.5.1.5. where Transformation involves cloud services or hosting outside the Republic of South Africa, the Supplier shall comply with Schedule Q (Supplementary Terms) and Schedule P (Operator Agreement). Any Processing outside South Africa requires Eskom's prior written approval.

1.6. Transformation Documentation

- 1.6.1. Appendix H-1 (Transformation Documentation) will set out the following as of the Effective Date:

- 1.6.1.1. the Transformation Plan;
- 1.6.1.2. the transformation deliverables to be performed or delivered by the Supplier (each a **"Transformation Deliverable"**);
- 1.6.1.3. the acceptance tests to be performed to confirm that a Transformation Deliverable meets the Transformation Acceptance Criteria (the **"Transformation Acceptance Tests"**); and
- 1.6.1.4. the acceptance criteria which the Transformation Deliverables must meet (the **"Transformation Acceptance Criteria"**).
 - 1.6.1.4.1. As at the Effective Date, the Transformation Plan will be set out at Appendix H-1 (Transformation Documentation). Eskom and the Supplier will review the Transformation Plan no less than 3 (three) Months from the Service Commencement Date. Following the Effective Date, either Party may propose changes to the Transformation Plan. It is recorded and agreed that the Transformation Plan must be finalised and signed off no later than (7) seven Months from the Transition Commencement Date. The Supplier will submit to Eskom, for Eskom's comment, further versions of the Transformation Plan in accordance with the governance process described in section 4.1 to reflect such proposed changes and, subject to section 1.6.2, changes to the Transformation Plan will be agreed between the Eskom Transformation Manager and the Supplier Transformation Manager. Once approved by Eskom, the new Transformation Plan will replace the then-existing Transformation Plan. Version control with respect to the Transformation Plan shall be maintained by the

Supplier. Any further versions of the Transformation Plan will be consistent with the terms of this Schedule and the original Transformation Plan unless otherwise agreed by the Parties, and will:

1.6.1.5. describe the activities and deliverables required for Transformation, including where relevant:

- 1.6.1.5.1. the activities and sub-deliverables required for completion of each Transformation Deliverable at each relevant Eskom Site;
- 1.6.1.5.2. the relevant Transformation Acceptance Tests to determine whether a Transformation Deliverable has met the Transformation Acceptance Criteria;
- 1.6.1.5.3. in each case, the relevant start and end dates for completion of the Transformation Deliverable;
- 1.6.1.5.4. the Transformation Milestones related to each of the Transformation Deliverables and any relevant Eskom Transformation Dependencies;
- 1.6.1.5.5. the Transformation activities for each of the Services being Transformed, including:
 - 1.6.1.5.5.1. changes to the existing operational processes and procedures;
 - 1.6.1.5.5.2. deployment scheduling and any training requirements of Service Personnel;
 - 1.6.1.5.5.3. changes to the BCP/DR Plan, activity or schedule;
 - 1.6.1.5.5.4. a data migration plan addressing data minimisation, masking/pseudonymisation where appropriate, encryption, retention and deletion;

- 1.6.1.5.5. a residency & transfer register identifying any Processing of Eskom Data outside South Africa with the applicable lawful basis and safeguards;
 - 1.6.1.5.6. any intended use of AI Tools in Transformation, including controls and approvals; and
 - 1.6.1.5.7. describe the roles and responsibilities of the Parties during the Transformation period. For all tasks for which the Supplier identifies Eskom responsibilities, the Supplier will describe the level of Eskom effort anticipated upfront and in writing, failing which Eskom will be deemed to have no responsibilities in this regard;
- 1.6.1.6. describe the security, disaster recovery and contingency plan considerations and activities during the Transformation period (including regression plans should a Transformation Project fail) in order to ensure continuity of service;
- 1.6.1.7. include reference to any intended use by the Supplier of any Eskom-Provided Tools; and
- 1.6.1.8. include a list of assumptions made by the Supplier in building the Transformation Plan, specifically highlighting the assumptions for which Eskom has to accept responsibility, provided that the Supplier may not assume or plan on Eskom or Third-Party Suppliers to dedicate any significant level of resources to Transformation unless expressly agreed to in writing by Eskom.
- 1.6.2. Without prejudice to section 3.4, where either Party proposes changes to the Transformation Plan that would result in a change to the Transformation Milestones, Transformation Deliverables or the Eskom Transformation Dependencies, such changes will be agreed through the Change Management Procedure and in the context of changes to Transformation Milestones will comply with section 3.2.

2. TRANSFORMATION DEPENDENCIES

2.1. Transformation Dependencies

- 2.1.1. Eskom will utilise its Commercially Reasonable Efforts to perform the Eskom Transformation Dependencies by the times specified in Appendix H-2 (Eskom Transformation Dependencies), or if a time is not specified, within a reasonable period determined by Eskom.

2.2. Failed Transformation Dependencies

- 2.2.1. If Eskom fails to perform an Eskom Transformation Dependency by the relevant time, then:

- 2.2.1.1. the Supplier will notify Eskom in accordance with section 4.2.1.3;
- 2.2.1.2. the Supplier will use Commercially Reasonable Efforts to perform the Transformation Services in accordance with the Transformation Milestones notwithstanding such failure to perform; and
- 2.2.1.3. any adjustment to the Transformation Milestones will be made in accordance with section 3.2.

3. TRANSFORMATION MILESTONES AND TRANSFORMED SERVICES

3.1. Transformation Milestones and Transformed Services

- 3.1.1. Unless adjusted in accordance with section 3.2, the Transformation Milestones will be set out in Appendix H-1 (Transformation Documentation).
- 3.1.2. The Supplier will perform the Services using the Transformed Methods and any incremental Transformed Services from the relevant Transformation Milestone and in accordance with the Service Levels described in Schedule C (Performance Standards).

3.2. Changes to Transformation Milestones

3.2.1. If there is a change required by Eskom to a Transformation Milestone (that is not caused by a failure by the Supplier to comply with this Schedule) which directly prevents the Supplier from completing a Transformation Deliverable by the relevant Transformation Milestone (notwithstanding the Supplier using Commercially Reasonable Efforts to meet such date) then:

3.2.1.1. the Supplier will demonstrate to Eskom's reasonable satisfaction the impact of the change on the Transformation Milestone; and

3.2.1.2. Eskom will, having consulted with the Supplier, extend the Transformation Milestone by a reasonable period to reflect the impact of the change.

3.3. Changes to Transformation Rates

3.3.1. Eskom may, from time to time, require the Supplier to freeze or reduce the rate of the Transformation in accordance with this section 3.3. For avoidance of doubt and subject to section 1.2.1, the Parties record and agree that any and all charges associated with Transformation shall be shared in equal portion between the Supplier and Eskom.

3.3.2. If Eskom requires the Supplier to freeze or reduce the rate of Transformation and the Transformation Milestones change as a result of such freeze or reduction, any impact on the Transformation Charges will be agreed in accordance with the Change Management Procedure, unless such freeze or reduction was due to a failure to perform the Transformation Services by the Supplier.

3.3.3. Eskom reserves the right in its sole discretion to freeze or reduce the rate of Transformation if the Supplier fails to perform the Transformation Services including:

3.3.3.1. a failure of the Transformation Acceptance Tests with respect to a Transformation Deliverable; or

3.3.3.2. failures in transforming the Services that have not yet been resolved.

3.3.4. In such circumstances, where a Transformation Milestone has passed and the associated Transformation Deliverable has not met the Transformation Acceptance Criteria, the provisions of section 3.6.6 shall apply.

3.4. Scheduling of Eskom Sites

3.4.1. Eskom may from time to time require that the Supplier change the date when an Eskom Site is to be transformed in accordance with the following:

3.4.1.1. if the change is made not less than 10 (ten) Business Days in advance of the planned transformation date, then the Supplier will accommodate the change and there will be no change to the Transformation Charges or the Transformation Milestones; or

3.4.1.2. if the change is made less than 10 (ten) Business Days in advance of the planned transformation date, then:

3.4.1.2.1. the Supplier will use Commercially Reasonable Efforts to reschedule the activity as requested; and

3.4.1.2.2. any change to the Transformation Milestone resulting from the change will be made in accordance with section 3.2.

3.5. Acceptance Testing

3.5.1. The Transformation Acceptance Criteria and Acceptance Tests for each Transformation Deliverable will be specified in Appendix H-1 (Transformation Documentation) (as the same may be further developed in accordance with section 1.5.1.5).

3.6. Transformation Acceptance Tests

- 3.6.1. The Supplier will perform the Transformation Acceptance Tests and Eskom may elect to attend or oversee any such Transformation Acceptance Tests.
- 3.6.2. The Supplier will complete such Transformation Acceptance Tests in accordance with the relevant Transformation Acceptance Criteria, to demonstrate that the relevant Services meet the Transformation Acceptance Criteria.
- 3.6.3. The Supplier will record the results of all Transformation Acceptance Tests performed.
- 3.6.4. The Supplier will provide all tools and other resources required to complete the Transformation Acceptance Tests at its own cost.
- 3.6.5. Within (5) five Business Days of each Transformation Acceptance Test, the Supplier will provide to Eskom a report summarising the results of the relevant Transformation Acceptance Test including a detailed description of any failure to meet the relevant Transformation Acceptance Criteria and any remedial action taken.
- 3.6.6. Within 5 (five) Business Days of receiving a report from the Supplier pursuant to section 3.6.5 which states that the relevant Transformation Acceptance Test was passed, Eskom will review the results and having satisfied itself, in its opinion, that the Transformation Acceptance Criteria have been met, Eskom will provide written confirmation to the Supplier that the relevant Transformation Deliverable has been accepted.

3.7. Failure of a Transformation Acceptance Test

- 3.7.1. If the relevant Transformation Deliverable fails its Transformation Acceptance Test, then the Supplier will promptly provide Eskom with written details of why the Transformation Acceptance Test was failed and at Eskom's discretion:
 - 3.7.1.1. the Supplier will re-perform the Transformation Deliverable and the relevant part of the Transformation Acceptance Test will be repeated in accordance with section 3.5.1, and if not passed and approved by Eskom or accepted in accordance with

section 3.7.1.2 then the Supplier will continue to re-perform and the Transformation Acceptance Tests will be repeated until passed and approved by Eskom; or

3.7.1.2. Eskom may (in its discretion) waive its right to reject any non-conforming Transformation Deliverable, in which case:

3.7.1.2.1. the Supplier will rectify the non-conformity within 5 (five) days after acceptance (and the Transformation Acceptance Tests will be repeated); and

3.7.1.2.2. the portion of the Transformation Charges specified in Schedule D (Charges) as payable on passing of a Transformation Acceptance Test will not be payable until the Transformation Acceptance Test is subsequently passed, notwithstanding such interim acceptance.

3.7.2. The Supplier will not commence performance of the Services using the Transformed Methods or the incremental Transformed Services until:

3.7.2.1. the Transformation Acceptance Tests are passed in accordance with section 3.5.1 and approved by Eskom in accordance with section 3.6.6 (or Eskom waives its right to reject the Transformation Deliverable in accordance with section 3.7.1.1); and

3.7.2.2. Eskom otherwise approves the commencement of the Transformed Services.

3.7.3. Where a Transformation Deliverable fails to pass the Acceptance Tests the Supplier will back out the implementation of any Equipment and/or Software, including at any Eskom Site, such that there is no disruption to the ongoing Services at the relevant Site. The Supplier will be required to resubmit the implementation of the relevant Transformation Deliverable to Acceptance Testing once the fault giving rise to the failure to pass Acceptance Tests has been rectified, at the Supplier's sole cost.

- 3.7.4. If the Supplier is prevented from delivering a Transformation Deliverable by the relevant Transformation Milestone and the same is excused pursuant to the Terms and Conditions as a result of Eskom's failure to perform a Transformation Dependency, then:
- 3.7.4.1. Eskom will, having consulted with the Supplier and acting reasonably, extend the Transformation Milestone for such Transformation Deliverable by a reasonable period that reflects the impact of such failure to perform the Transformation Dependency, and the Supplier will deliver such Transformation Deliverable by such revised Transformation Milestone; or
 - 3.7.4.2. with respect to the performance of the Services using the Transformed Methods and the performance of the incremental Transformed Services on the Planned Transformation Handover Date, the Supplier will commence performing on the Planned Transformation Handover Date those Services using the Transformed Methods and those incremental Transformed Services that it is able to perform and will continue performing all other Services using the existing methods in accordance with the Terms and Conditions.
- 3.7.5. the Supplier will demonstrate to Eskom's satisfaction prior to the relevant Planned Transformation Handover Date that all Transformation Deliverables (including any applicable Transformation Milestones) have been met and that it is ready to commence performing the relevant Services using the Transformed Methods.
- 3.7.6. the Supplier shall commence provision of the Services using the Transformed Methods and the incremental Transformed Services on the Planned Transformation Handover Date (or such other date as the Parties may agree in accordance with the Change Management Procedure). The date on which the Services using the Transformed Methods and the incremental Transformed Services actually commence shall be the "**Transformation Handover Date**" for the purposes of this Schedule.
- 3.8. Failure to meet Transformation Milestones
- 3.8.1. If a Transformation Deliverable has not passed the Transformation Acceptance Tests by the relevant Transformation Milestone (as such Transformation Milestone may be extended in accordance with section 3.2), by virtue of the Supplier's failure to comply

with its obligations under the Agreement, then without limit to Eskom's other rights under this Schedule and in law, the Supplier will reduce the Charges in accordance with Schedule D (Charges), as if the Transformation Milestone had been met.

3.8.2. Without prejudice to Schedule C (Performance Standards), if the Supplier fails to meet any Key Transformation Milestone (each a **"Key Transformation Milestone Default"**), then, in addition to any other remedies as may be available to Eskom under this Schedule or at law, Eskom may elect to recover monetary compensation for such failure as calculated in accordance with section 3.8.3 (**"Key Transformation Credits"**).

3.8.3. If there is a Key Transformation Milestone Default, then:

3.8.3.1. following an initial seven (7) day grace period, for each day of delay thereafter for a period of 14 (fourteen) days (the **"First Transformation Credit Period"**) Eskom will be entitled to Key Transformation Credits equal to 3% (three per cent) of the Charges due for the relevant Key Transformation Milestone;

3.8.3.2. following the First Transformation Credit Period, for each day of delay thereafter for a period of 14 (fourteen) days (the **"Second Transformation Credit Period"**) Eskom will be entitled to Key Transformation Credits equal to 6% (six per cent) of the Charges due for the relevant Key Transformation Milestone; and

3.8.3.3. if Services and Deliverables to be provided under the Key Transformation Milestone are not completed by the end of the Second Transformation Period, Eskom may give the Supplier written notice of the termination of the Agreement in accordance with the Terms and Conditions, such notice to take effect immediately.

3.8.4. In the event that Eskom is entitled to a Key Transformation Credit in accordance with section 3.8.3, the amount of such Key Transformation Credit shall be payable to Eskom as a debt within 14 (fourteen) days of expiry of the First Transformation Credit Period or Second Transformation Credit Period (as applicable).

3.8.5. The Parties each acknowledge and agree that the Key Transformation Credits:

- 3.8.5.1. are a price adjustment to reflect the failure to meet the relevant Key Transformation Milestone; and
- 3.8.5.2. are not an estimate of the loss or damage that may be suffered by Eskom or the other Service Recipients as a result of a Key Transformation Milestone Default and are not penalties or liquidated damages.
- 3.8.6. Payment of a Key Transformation Credit by the Supplier is without prejudice to, and will not limit, any right Eskom may have under the Agreement or law:
- 3.8.7. to damages or non-monetary remedies at law or in equity resulting from, or otherwise arising in respect of, such Key Transformation Milestone Default; or
- 3.8.8. to terminate the Agreement for cause in respect of such Key Transformation Milestone Default.

4. **TRANSFORMATION GOVERNANCE**

4.1. Transformation Managers

- 4.1.1. In addition to the provisions below the Parties will adhere to the terms set forth in the Terms and Conditions and Schedule L (Cooperation Agreement).
- 4.1.2. the Supplier will appoint a senior project executive who will have overall responsibility for the management, performance and delivery of Transformation and who will be a dedicated escalation point of contact for Eskom in respect of Transformation (the **“Supplier Transformation Manager”**).
- 4.1.2.1. Eskom will appoint a dedicated contact point for Transformation (**“Eskom Transformation Manager”**).

- 4.1.3. Both Parties will use Commercially Reasonable Efforts to ensure that any Transformation issues or disputes are resolved promptly by the Supplier Transformation Manager and Eskom Transformation Manager, but any disputes that cannot be resolved will be dealt with in accordance with Schedule E (Governance).
- 4.1.3.1. From not later than 5 (five) days after the Effective Date or as otherwise agreed by the Parties in the Transformation Plan until completion of Transformation, the Supplier will establish and provide a transformation project office led by the Supplier Transformation Manager, with a transformation team sufficiently staffed and the Supplier will appoint a team of Service Personnel to assist the Supplier Transformation Manager in the performance of his or her functions (the “**Supplier Transformation Team**”). Responsibilities of the Supplier Transformation Team will include:
- 4.1.3.2. identification and communication of any assistance which the Supplier will reasonably require from Eskom;
- 4.1.3.3. being responsible for the Supplier’s delivery of Transformation Deliverables to agreed Transformation Milestones;
- 4.1.3.4. progress tracking and reporting; and
- 4.1.3.5. risk and issue management.
- 4.1.4. The Supplier Transformation Team will include each of the following roles for the duration of Transformation:
- 4.1.4.1. a Project Co-ordinator to support the Transformation Managers;
- 4.1.4.2. a Business Transformation Manager to lead the business aspects of the Transformation;
- 4.1.4.3. a Business Support Co-ordinator to support the development or revision of Eskom business processes;
- 4.1.4.4. a Security Programme Manager, responsible for the development and implementation of the security programme plan; and

- 4.1.4.5. a Finance role responsible for billing during Transformation.
- 4.1.5. The detailed responsibilities of each Service Person occupying each of the above roles are as further set out in the Operations Manual.
- 4.1.6. From not later than 5 (five) Business Days after the Effective Date until completion of Transformation, the Supplier shall create a project office comprising the Supplier Transformation Manager, the Supplier Transformation Team, and such other individuals as the Supplier may reasonably need to complete Transformation. The Supplier project office's responsibilities shall include, but not be limited to the following:
 - 4.1.6.1. combined risk and issue management;
 - 4.1.6.2. collation and presentation of progress reporting;
 - 4.1.6.3. co-ordination between Eskom and the Supplier project office; and
 - 4.1.6.4. logging of all documentation passing between the Supplier and Eskom and between the Supplier and the Third-Party Suppliers.
- 4.1.7. The Supplier will ensure that the person(s) appointed as or comprising the Supplier Transformation Manager and the Supplier Transformation Team or otherwise appointed to the Supplier's project office have the levels of training, expertise and experience to perform the activities set out in the Transformation Plan.
- 4.2. Managing and Monitoring Transformation
 - 4.2.1. The Supplier will be responsible for managing, monitoring and implementing Transformation, including but not limited to:
 - 4.2.1.1. proactively identifying, monitoring and managing any significant risks or issues in relation to Transformation, including:

- 4.2.1.1.1. developing a risk mitigation plan for risks identified through Transformation;
- 4.2.1.1.2. instituting formal risk mitigation strategies;
- 4.2.1.1.3. taking appropriate preventive measures; and
- 4.2.1.1.4. developing contingency plans for rapid recovery from actual or potential incidents;
- 4.2.1.2. managing (including project managing), coordinating and planning all aspects of Transformation (whether performed by the Supplier, a Subcontractor, Eskom or any third party);
- 4.2.1.3. monitoring progress of all Transformation tasks and responsibilities (whether the responsibility of the Supplier, a Subcontractor, Eskom or any third party) against the Transformation Plan and promptly escalating to Eskom any failures (or potential failures) to perform any tasks or responsibilities, including failures or potential failures by Eskom to perform Transformation Dependencies or by third parties;
- 4.2.1.4. resolving any incidents or problems arising with respect to Transformation;
- 4.2.1.5. defining an escalation process to be used if there is a failure in any part of Transformation;
- 4.2.1.6. establishing as soon as practicable, the necessary information communications and processes between the Supplier, Subcontractors and Eskom in relation to the performance of the Services using the Transformed Methods and the incremental Transformed Services that will be introduced on the relevant Transformation Handover Date; and
- 4.2.1.7. where workshops are needed as a tool to deliver Transformation, initiating, administering and leading the workshops (including providing Eskom with advance notice of the timing, location and proposed agenda for such workshops as appropriate).

- 4.2.1.8. The Supplier's management and implementation of Transformation will be subject to Eskom's approval (not to be unreasonably withheld or delayed) and reasonable directions. Eskom may, at Eskom's option, monitor, test and otherwise participate in the Transformation.

4.3. Reports

- 4.3.1. Eskom will be provided by the Supplier fortnightly during Transformation with a detailed progress Report that describes the following:
 - 4.3.1.1. an executive level summary of the Transformation progress to date, including an updated summary project plan and project highlights;
 - 4.3.1.2. an updated Gantt chart detailing the status of all Transformation activities;
 - 4.3.1.3. a listing of all Transformation Milestones, including estimated time to completion, days overdue, contract completion date, actual completion date and comments and a RAG status report;
 - 4.3.1.4. a listing of all unresolved issues related to the execution of the Transformation Plan, including the Transformation Dependencies, along with due date, priority, responsible party, and an assessment of the potential and actual business impact and the impact on the Transformation Plan;
 - 4.3.1.5. a privacy and security Incident summary;
 - 4.3.1.6. status of any approved AI Tool or automation deployment;
 - 4.3.1.7. data residency variances;
 - 4.3.1.8. open risks requiring action from the Third-Party Suppliers, including any such actions specified in a Cooperation Agreement.

- 4.3.1.9. specifies any risks and issues identified in accordance with section 4.2.1.1 and the steps being taken to mitigate such risks;
- 4.3.1.10. a forward schedule of change; and
- 4.3.1.11. tracking of Transformation.

4.4. Meetings

- 4.4.1. In addition to any governance meetings relevant to Transformation required pursuant to Schedule E (Governance), the Supplier and Eskom Transformation Managers will establish certain Transformation steering groups to be specified in the Agreement that will meet during Transformation to review the status of Transformation and to ensure that the objectives of Transformation are being met (“**Transformation Meetings**”).

Appendix H-1 (Transformation Documentation)

(Drafting Note: Insert Transformation Documentation here)

Appendix H-2 (Eskom Transformation Dependencies)

(Drafting Note: Insert Transformation Dependencies here)