

SCHEDULE 8.4

RECORDS PROVISIONS/MANAGEMENT INFORMATION

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1 Reports

The Authority may require any or all of the following reports:

- (a) delay reports;
- (b) reports relating to testing and tests carried out under Schedule 2.4 (Security Management) and Schedule 8.6 (Business Continuity and Disaster Recovery);
- (c) reports which the Supplier is required to supply as part of the Management Information (including those set out at Annex 2 of this Schedule and those set out within Schedule 2.1 (Service Requirements));
- (d) annual reports on the Insurances;
- (e) security reports;
- (f) Force Majeure Event reports.
- (g) medical recruitment standard reports;
- (h) Supplier Personnel staffing numbers broken down by assessment type and capability;
- (i) capacity plans and profile reports;
- (j) reports relating to employee grievances;
- (k) reports relating to staff redundancies;
- (l) Financial Reports (including those set out at Schedule 7.5 (Transparency, Financial Reports and Audit Rights); and
- (m) any other additional reports which are reasonably required by the Authority in order to assist in the monitoring and evaluation of the likely effect of any proposed policy development of the Services.

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2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together “**Records**”):

- (a) in accordance with the requirements of the National Archives’ Records Management Code and Good Industry Practice;
- (b) in chronological order;
- (c) in a form that is capable of audit; and
- (d) 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 seven (7) years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 2.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination of this Agreement.
- 2.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
- (a) as soon as they are available, and in any event within sixty (60) Working Days after the end of the first six (6) Months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such six (6) Month period; and
 - (b) 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 one hundred and thirty (130) Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, a copy of 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.

ANNEX 1

Records to be kept by the Supplier

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control, 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 Agreement and any claims made in respect of them.
17. All journals and audit trail data referred to in Schedule 2.4 (Security Management).

18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

ANNEX 2**ADDITIONAL MANAGEMENT INFORMATION**

1. In addition and without prejudice to the Supplier's other management information obligations set out elsewhere in this Agreement (including those set out in Schedule 2.1 (Service Requirements) and Schedule 7.5 (Transparency, Financial Reports and Audit Rights), the Supplier shall supply the information listed in the table below which is relevant to the delivery of the Services to the Authority, using formats and to timescales as specified by the Authority, covering areas such as (but not limited to):

Management Information Required	Frequency/Date Required
Diversity & Equality Delivery Plan in accordance with Schedule 14	Within six (6) months of the Effective Date and at least annually thereafter.
Copy of Board Minutes for Parent Company where PCG has been signed	On or about the Effective Date (and in any event no later than the Service Commencement Date).
Workforce Monitoring Declaration in accordance with Schedule 14	Within six (6) Months of the Effective Date and at least annually thereafter.
Apprenticeships & Skills Report in accordance with Schedule 11	Within six (6) Months of the Effective Date and at least annually thereafter.
HMG Baseline Personnel Security Standard - Supplier's Declaration (see HMG Baseline Personnel Security Standard - A Guide for DWP Contractors)	Within four (4) weeks of Service Commencement Date and submitted for each calendar year thereafter within one (1) month of the end of each calendar year (i.e. by 31 January for year ending 31 December).
Sustainable Development Policy Statement & Sustainable Development Plan in accordance with Schedule 13	Within six (6) Months of the Effective Date and at least annually thereafter.
Expenditure with SMEs report to the Authority or the Cabinet Office in	Within three (3) Months of the Effective Date and on a quarterly basis

accordance with the Service Requirements	thereafter.
A summary of the Supplier's compliance with Clause 15.11A(a).	Such data to be provided every six months and certified by a director of the Supplier as being accurate and not misleading. This data will be provided first on 1 September 2021 and then every six months thereafter.