Schedule 8.4 - Records Provisions

1 **Reports**

1.1. Without prejudice to the Authority's rights to receive any reports, documentation, or other information in accordance with the terms of this Agreement, the Authority may require any or all of the following reports:

1.1.1 delay reports;

1.1.2 reports relating to Tests and tests carried out under Schedule 2.4 (Contract Security Management) and the Business Continuity and Disaster Recovery Detailed Solution;

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; and

1.1.5 Force Majeure Event reports.

2 **Records**

2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Annex 1 (together **Records**):

2.1.1 in accordance with the requirements of the Public Records Office (PRO) and Good Industry Practice;

2.1.2 in chronological order;

2.1.3 in a form that is capable of audit;

2.1.4 in an electronic format (unless otherwise agreed by the Parties);

2.1.5 in a format readable by commonly used software (where such records are kept electronically);

2.1.6 in a format that is able to be readily transferred to the Authority or any third party (including the Authority Supply Chain Members); and

2.1.7 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 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 7 years after the expiry or termination of this Agreement.

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 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.

2.7 Where the Supplier reasonably believes that it is not appropriate for any Records to be kept electronically, the Supplier shall inform the Authority and the Parties shall consider the most appropriate medium by which to keep the Records.

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 (including, for the avoidance of doubt, all Detailed Solutions, Security Plans and Risk Assessments).

3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.

4 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment (including the Security Systems) and Supplier Equipment.

5 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.

6 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.

7 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.

8 Documents prepared by the Supplier in support of claims for the Charges.

9 Documents submitted by the Supplier pursuant to the Change Control Procedure.

10 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.

11 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.

12 Invoices and records related to VAT sought to be recovered by the Supplier.

13 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.

14 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.

15 All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.

16 All journals and audit trial data referred to in Schedule 2.4 (Contract Security Management).

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