
**DEFENCE AS A PLATFORM
SIP FINAL SCHEDULE 10
RECORDS**

SCHEDULE 10

RECORDS

Capitalised terms used but not defined in this Schedule are defined in Clause 1.1 (*Definitions and Interpretation*).

1. INTRODUCTION

- 1.1 The objective of this Schedule is to set out the requirements for the retention of:
- 1.1.1 proper records of processes; and
 - 1.1.2 decisions taken relating to the performance and management of this Agreement.
- 1.2 The Contractor shall not provide any reports or records relating to the Services (including those referred to in this Schedule) to a third party without the Authority's prior written consent.

2. RECORDS

- 2.1 The Contractor shall retain and maintain all the records (including superseded records) referred to in Appendix 1:
- 2.1.1 in accordance with the requirements of the executive agency of the Ministry of Justice of the United Kingdom known as The National Archives (TNA) (or any successor to it) and Good Industry Practice;
 - 2.1.2 in chronological order;
 - 2.1.3 in a form that is capable of audit; and
 - 2.1.4 at its own expense.
- 2.2 The Contractor shall make the records referred to in Appendix 1 available for inspection by the Authority on request (within ten (10) Working Days of such request) during the Term and thereafter for the periods specified in Paragraphs 2.5 and 2.6 below.
- 2.3 The Authority may, following an inspection in accordance with Paragraph 2.2 and subject to applicable Law, require the Contractor to provide an electronic copy of all or part of such records and the Contractor shall ensure that such copy is provided to the Authority within ten (10) Working Days of such request.
- 2.4 True copies of the original records may be kept by the Contractor where it is not practicable to retain original records.
- 2.5 The Contractor shall, during the Term and for a period of at least six (6) years following the expiry or termination (however arising) of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services (including all records (whether in electronic format or otherwise) referred to in Appendix 1) as are reasonably necessary to enable the Authority to comply with its obligations under Law and to have a complete and accurate understanding of the Contractor's performance of its obligations under this Agreement.
- 2.6 Financial records referred to in Appendix 1 shall be retained and maintained in safe storage by the Contractor for a period of at least six (6) years after the expiry or termination (however arising) of this Agreement.
- 2.7 An obligation to maintain or retain records or documents shall be interpreted as including an obligation to maintain or retain the means to access and view those records or documents.

APPENDIX 1

- 1.1 The Contractor shall maintain the following records in accordance with Clause 17 (*Documents and Audit*):
- 1.1.1 this Agreement (including its Schedules), the Work Packages, any CCNs and all amendments to such documents;
 - 1.1.2 all other documents which this Agreement expressly requires to be, or contemplates being, prepared (including the Management Information and minutes of governance meetings);
 - 1.1.3 notices, reports and other documentation submitted by an expert;
 - 1.1.4 all operation and maintenance manuals prepared by the Contractor for the purpose of maintaining the provision of the Services and the underlying ICT environment and any Contractor equipment;
 - 1.1.5 documents prepared by the Contractor or received by the Contractor from a third party relating to a Force Majeure Event;
 - 1.1.6 all formal notices, reports or submissions made by the Contractor to the Authority in connection with the provision of the Services;
 - 1.1.7 all certificates, accreditations, licences, registrations or warranties in each case obtained by the Contractor in relation to the provision of the Services;
 - 1.1.8 documents prepared by the Contractor in support of claims for the Charges;
 - 1.1.9 documents submitted by the Contractor pursuant to Schedule 9 (*Change Control*);
 - 1.1.10 documents submitted by the Contractor pursuant to invocation by it or the Authority of the Dispute Resolution Procedure;
 - 1.1.11 documents evidencing any change in ownership or any interest in any or all of the shares in the Contractor and/or the guarantor (if a guarantee has been given);
 - 1.1.12 invoices and records related to VAT sought to be recovered by the Contractor;
 - 1.1.13 financial records, including audited and un-audited accounts of the Contractor and (if a guarantee has been given) the guarantor;
 - 1.1.14 records required to be retained by the Contractor by Law, including in relation to health and safety matters and health and safety files and all consents;
 - 1.1.15 all documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them; and
 - 1.1.16 all other records, notices or certificates required to be produced and/or maintained by the Contractor pursuant to this Agreement.

