



Ministry of
JUSTICE

Hosting

Schedule 8.4: Records Provisions

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1. INTRODUCTION

- 1.1 The objective of this schedule 8.4 (Records Provision) is to set out the requirements for:
- 1.1.1 the retention of proper records of processes and decisions taken relating to the performance and management of the Agreement; and
 - 1.1.2 the detail and nature of the reports that the Authority may require the Hosting Supplier to provide, including the timing and process for making such reports.

2. REPORTS

- 2.1 Any or all of the following reports may be required from the Hosting Supplier who shall provide such reports in accordance with the timings specified in this Agreement, and if no timing is specified, in the time reasonably requested by the Authority:
- 2.1.1 delay reports;
 - 2.1.2 test reports;
 - 2.1.3 Management Information reports;
 - 2.1.4 annual report on the Insurances;
 - 2.1.5 security reports; and
 - 2.1.6 Force Majeure Event reports.

3. RECORDS

- 3.1 The Hosting Supplier shall retain and maintain all the records (including superseded records) referred to in the Appendix to this schedule 8.4 (Records Provisions):
- 3.1.1 in accordance with the requirements of the National Archives and Good Industry Practice;
 - 3.1.2 in chronological order;
 - 3.1.3 in a form that is capable of audit; and
 - 3.1.4 at its own expense,
- and the Hosting Supplier shall make these records available for inspection to the Authority on request subject to the Authority giving reasonable notice.
- 3.2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by the Hosting Supplier where it is not practicable to retain original records.

- 3.3 Subject to paragraph 3.3A, the Hosting Supplier shall, during the Term and for 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 Hosting Services and the FITS Services including but not limited to all records (whether in electronic format or otherwise) referred to in the Appendix to this schedule 8.4 (Records Provisions).
- 3.3A To the extent that the documents and records referred to in 1.2, 1.4, 1.5, 1.7, 1.16 and 1.17 of the Appendix to this schedule 8.4 (Records Provisions) are only in the possession or control of the Hosting Supplier's Key Subcontractor, such documents and records shall be maintained for a period of at least two (2) years following the expiry or termination of this Agreement.
- 3.4 Financial records referred to in the Appendix shall be retained and maintained in safe storage by the Hosting Supplier for a period of at least six (6) years after the expiry or termination of this Agreement.
- 3.5 Without prejudice to the foregoing, the Hosting Supplier shall provide the Authority:
- 3.5.1 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 Agreement during the Term, a copy, certified as a true copy by an Authorised Representative of the Hosting Supplier, of its un-audited interim accounts and, if appropriate, of consolidated un-audited interim accounts of the Hosting Supplier, its subsidiaries and holding company (if any and as such terms are defined by section 1159 Companies Act 2006) which would (if the Hosting 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
- 3.5.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Hosting Supplier, but not later than one hundred and thirty (130) Working Days after the end of each accounting reference period of the Hosting Supplier part or all of which falls during the Term, the Hosting Supplier's audited accounts and if appropriate, the consolidated audited accounts of the Hosting Supplier and its associated companies (if any) in respect of that period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles and bases in the UK, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

APPENDIX**Records to be kept by the Hosting Supplier**

1. In accordance with the provisions of paragraph 3 of this schedule 8.4 (Records Provisions) the Hosting Supplier shall maintain the following records:
 - 1.1 this Agreement, its schedules and all amendments to such documents;
 - 1.2 all other documents which this Agreement expressly requires to be prepared;
 - 1.3 records relating to the appointment and succession of the Hosting Supplier Representative and each member of the Key Personnel;
 - 1.4 notices, reports and other documentation relating to the Hosting Services and the FITS Services submitted by an expert;
 - 1.5 all operation and maintenance manuals prepared by the Hosting Supplier for the purpose of maintaining the provision of the Hosting Services and the FITS Services and the underlying ICT Environment and Hosting Supplier Equipment;
 - 1.6 documents prepared by the Hosting Supplier or received by the Hosting Supplier from a third party relating to a Force Majeure Event;
 - 1.7 all formal notices, reports or submissions made by the Hosting Supplier to the Authority Representative in connection with the provision of the Hosting Services and the FITS Services and/or pursuant to the Master Services Agreement;
 - 1.8 all certificates, licences, registrations or warranties in each case obtained by the Hosting Supplier in relation to the provision of the Hosting Services and the FITS Services;
 - 1.9 documents prepared by the Hosting Supplier in support of claims for the Charges;
 - 1.10 documents submitted by the Hosting Supplier pursuant to and/or in accordance with the Change Control Procedure and/or any documents submitted by the Hosting Supplier in respect of changes to the Master Services Agreement;
 - 1.11 documents submitted by the Hosting Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure or any disputes under the Master Services Agreement;
 - 1.12 documents evidencing any change in ownership or any interest in any or all of the shares in the Hosting Supplier and/or the Guarantor;
 - 1.13 invoices and records related to VAT sought to be recovered by the Hosting Supplier;
 - 1.14 financial records, including audited and un-audited accounts of the Guarantor and the Hosting Supplier;
 - 1.15 records relating to the Hosting Services and the FITS Services required to be retained by the Hosting Supplier by Law, including in relation to health and safety matters and health and safety files and all consents;
 - 1.16 all documents relating to the Insurances and any claims made in respect of them;

- 1.17 all other records, notices or certificates required to be produced and/or maintained by the Hosting Supplier pursuant to this Agreement and/or the Master Services Agreement and/or in respect of the Hosting Services and/or the FITS Services; and
- 1.18 all journals and audit trial data referred to in schedule 2.5 (Security Management Plan).

End of schedule