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CH Framework Agreement
Schedule 6.4 (Records Provisions)

Crown Hosting Framework Agreement

Schedule 6.4

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1 Reports

- 1.1 The Framework Authority (where the reports relate to this Framework Agreement) or the relevant Customer (where the reports relate to a Call-Off Agreement) may require any or all of the following reports:
- (a) delay reports;
 - (b) reports relating to Testing and tests carried out under Schedule 3.6 (Security Management) of the Framework Agreement and Schedule 6.7 (Business Continuity and Disaster Recovery) of the Framework Agreement;
 - (c) reports which the Supplier is required to supply in relation to the Framework Agreement and Call-Off Agreements;
 - (d) annual reports on the Insurances;
 - (e) security reports; and
 - (f) Force Majeure Event reports.

2. Records

- 2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in paragraph 1 and Annex 1 to this Schedule (together "**Records**"):
- (a) in accordance with the requirements of the Public Records Office (PRO) 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 Framework Authority (where the Records relate to this Framework Agreement) or the relevant Customer (where the Records relate to a Call-Off Agreement) on request, subject to the Framework Authority or Customer (as applicable) 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 Framework Authority or Customer (as applicable).
- 2.4 The Supplier shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Framework Agreement and any Call-Off Agreements, 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 (whether in electronic format or otherwise).

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- 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 Framework Agreement and any Call-Off Agreements.
- 2.6 Without prejudice to the foregoing, the Supplier shall (and when reasonably requested by the Framework Authority shall require that a Sub-contractor shall) provide the Framework Authority:
- (a) as soon as they are available, and in any event within 60 (sixty) Working Days after the end of the first six (6) months of each financial year of the Supplier and each Key Sub-contractor during the Term, a copy (certified as a true copy by an authorised representative of the Supplier ("**Compliance Certificate**")), of the un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and each Key-Subcontractor and their respective Affiliates which would (if the relevant entity were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of each such six (6) month period ("**Half Year Financial Statements**"); 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 and each Key Sub-contractor, but not later than 130 (one hundred and thirty) Working Days after the end of each accounting reference period of the Supplier or Key Sub-contractor (part or all of which falls during the Term), the Supplier and Key Sub-contractor's audited accounts and if applicable, of the consolidated audited accounts of that entity 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 ("**Annual Financial Statements**").

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ANNEX 1

Records to be kept by the Supplier

The records to be kept by the Supplier are:

1. This Framework Agreement and each Call-Off Agreement and all amendments to such documents.
2. All other documents which this Framework Agreement or any Call-Off Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each Key Sub-contractor.
4. Notices, reports and other documentation submitted by any Expert in accordance with Expert Determination as set out in Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services.
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 Framework 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 Framework Authority, a Customer or a Service Recipient 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; and 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 Framework Agreement and any Call-Off Agreements and any claims made in respect of them.

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17. All journals and audit trail data referred to in Schedule 3.6 (Security Management) of the Framework Agreement.
18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Framework Agreement and any Call-Off Agreements.