

IUS CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 29

RECORDS PROVISIONS

for Contract Number DCNS/119

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## **CONSOLIDATED SCHEDULE 29**

### **RECORDS PROVISIONS**

This Consolidated Schedule provides a consolidated version of the requirements of Schedule 6.6 (*Records Provisions*) of the Call-Off Terms and the Customer Authority's special terms relating to records.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

#### **1 INTRODUCTION**

- 1.1** The objective of this Consolidated 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 Consolidated Contract.
- 1.2** Upon request by the Customer Authority, the reports and records to be maintained by the Contractor in accordance with this Consolidated Schedule shall also be provided by the Contractor to the Framework Authority. The Contractor shall not provide any reports or records relating to the Services (including those referred to in this Consolidated Schedule) without the Customer 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- 2.1** The Contractor shall retain and maintain all the records (including superseded records) referred to in Appendix 1 to this Consolidated Schedule:
- 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 to this Consolidated Schedule available for inspection by the Customer Authority on request (within ten (10) Working Days of such request) during the Term and thereafter for the periods specified in Paragraphs 2.4 and 2.5 below.
- 2.3** Wherever practical, original records shall be retained and maintained by the Contractor in hard copy form. True copies of the original records may be kept by the Contractor where it is not practicable to retain original records.
- 2.4** The Contractor shall, during the Term and for a period of at least seven (7) years following the expiry or termination (however arising) of this Consolidated Contract, 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 Part A (*General Records*) of Appendix 1 to this Consolidated Schedule) as are

reasonably necessary to enable the Customer 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 Consolidated Contract.

- 2.5** Financial records referred to in Part B (*Financial Records*) of Appendix 1 to this Consolidated Schedule 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 Consolidated Contract.
- 2.6** 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.
- 2.7** Without prejudice to the foregoing, the Contractor shall provide to the Customer Authority:
- 2.7.1** as soon as they are available, and in any event within sixty (60) Working Days (or such other period as the Parties agree in writing) after the end of the first six (6) months of each Financial Year of this Consolidated Contract during the Term, a copy, certified as a true copy by an authorised representative of the Contractor, of its un-audited interim accounts and, if appropriate, of consolidated un-audited interim accounts of the Contractor, its Subsidiaries and Holding Company (if any) which would (if the Contractor 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
- 2.7.2** as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Contractor, but not later than one hundred and thirty (130) Working Days (or such other period as the Parties agree in writing) after the end of each accounting reference period of the Contractor part or all of which falls during the Term, the Contractor's audited accounts and if appropriate, of the consolidated audited accounts of the Contractor 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 1

### RECORDS TO BE KEPT BY THE CONTRACTOR

#### PART A – GENERAL RECORDS

In accordance with the provisions of Paragraph 2 above, the Contractor shall maintain the following records:

- 1 this Consolidated Contract (including its Consolidated Schedules) and all amendments to such documents;
- 2 all other documents which this Consolidated Contract expressly requires to be prepared;
- 3 records relating to the appointment and succession of the Contractor Representative and each member of the Key Personnel;
- 4 notices, reports and other documentation submitted by an expert;
- 5 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 Contractor Equipment;
- 6 documents prepared by the Contractor or received by the Contractor from a third party relating to a Force Majeure Event;
- 7 all formal notices, reports or submissions made by the Contractor to the Customer Authority in connection with the provision of Services (including the Reports and records set out in Consolidated Schedule 14 (*Performance Monitoring and Reporting*));
- 8 all certificates, accreditations, licences, registrations or warranties in each case obtained by the Contractor in relation to the provision of the Services;
- 9 documents prepared by the Contractor in support of claims for the Charges;
- 10 documents submitted by the Contractor pursuant to the Contract Change Procedure;
- 11 documents submitted by the Contractor pursuant to invocation by it or the Customer 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 Contractor and/or the Guarantor (if a Guarantee has been given);
- 13 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;
- 14 all documents relating to the insurances to be maintained in accordance with this Consolidated Contract and any claims made in respect of them;
- 15 all other records, notices, accreditations or certificates required to be produced and/or maintained by the Contractor pursuant to this Consolidated Contract;
- 16 all security audit reports, including the results of any Security Tests and the reported findings of any other security tests referred to in Consolidated Schedule 7 (*Security Requirements*);
- 17 all monitoring or system logs (including incident logs); and

- 18** all of the information and documentation referred to in Consolidated Schedule 14 (*Performance Monitoring and Reporting*).

**PART B – FINANCIAL RECORDS**

In accordance with the provisions of Paragraph 2 above, the Contractor shall also maintain the following records:

- 1** soft copies of the Financial Model;
- 2** invoices and records related to VAT sought to be recovered by the Contractor; and
- 3** financial records including audited and un-audited accounts of the Contractor and (if a Guarantee has been given) the Guarantor.