

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Framework Agreement
Schedule 5.3 (Records Provisions)

Primary Care Support Services Framework Agreement

Schedule 5.3

Records Provisions

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1. Reports

1.1 The Framework Authority (where the reports relate to this Framework Agreement) may require any or all of the following reports:

1.1.1 annual reports on the Insurances; and

1.1.2 Force Majeure Event reports.

1.2 The Supplier shall create and maintain the Management Information Log which shall detail in respect of each and every Call-Off Agreement entered into by the Supplier:

1.2.1 the name of the Customer;

1.2.2 the Services being provided;

1.2.3 the duration of the Call-Off Agreements;

1.2.4 any Sub-contractor(s) appointed;

1.2.5 the overall Charges received;

1.2.6 details of any "Special Conditions" agreed with a Customer under any Call-Off Agreement(s); and

1.2.7 any further information that the Framework Authority may reasonably require.

1.3 Upon the Framework Authority's request, the Supplier shall provide the Framework Authority with a copy of the Management Information Log made up to the last day of the relevant quarter in hard and/or soft copy format as requested by the Framework Authority. At the Framework Authority's request, the Supplier shall consolidate any information maintained in the Management Information Log in accordance with the Framework Authority's reasonable requirements.

1.4 The Supplier shall additionally provide the Framework Authority with prompt written notification of any disputes or claims arising between the Supplier and any Customers in respect of a Call-Off Agreement.

2. Ad hoc requests for information

The Framework Authority may, in addition to the information provided in the Management Information Log, make further ad hoc requests for information from the Supplier or meetings with the Supplier regarding this Framework Agreement or any Call-Off Agreements. Such requests shall be made to the Supplier who shall respond to the Framework Authority in accordance with such timescales as reasonably requested by the Framework Authority.

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3. Records

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 to this Schedule (together "**Framework Records**"):
- 3.1.1 in accordance with the requirements of the Public Records Office (PRO) 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.
- 3.2 The Supplier shall make the Framework Records available for inspection to the Framework Authority (where the Framework Records relate to this Framework Agreement) on request, subject to the Framework Authority giving reasonable notice.
- 3.3 Where Framework 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).
- 3.4 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 Framework Records (whether in electronic format or otherwise).
- 3.5 Framework 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.
- 3.6 Without prejudice to the foregoing, the Supplier shall (and when reasonably requested by the Framework Authority shall require that a Sub-contractor shall) on written request by the Framework Authority provide the Framework Authority:
- 3.6.1 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 during the Term, a copy (certified as a true copy by an authorised representative of the Supplier or Guarantor (as the case may be) ("**Compliance Certificate**")), of the half-year results of the Guarantor (issued in accordance with the requirements of the London Stock Exchange) as at the end of each such six (6) month period ("**Half Year Financial Statements**"); and
 - 3.6.2 as soon as practicable following the end of the relevant accounting reference period (and in any event no later than one hundred and thirty (130) Working Days after the end of such accounting reference period of the Supplier and the Guarantor (part or all of which falls during the Term)), the Supplier's and the Guarantor's audited accounts and, if applicable, the consolidated audited accounts of that entity in respect of that period together with copies of all related directors' and auditors'

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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. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
4. All formal notices, reports or submissions made by the Supplier to the Framework Authority Representative in connection with the provision of the Services.
5. 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.
6. 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.
7. Financial records, including audited accounts of the Guarantor and the Supplier.
8. 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.
9. 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.
10. 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.