

ICT SERVICES AGREEMENT SCHEDULES

SCHEDULE 8.4

RECORDS PROVISIONS

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Section A

Product Description

1. PRODUCT TITLE

ICT Services Agreement - Schedule 8.4 (Records Provisions).

2. PURPOSE OF PRODUCT

The schedule should set out the requirements for the reports to be kept in relation to the performance and management of the Services.

3. COMPOSITION

Clause 25 (Records and Reports) sets out the general obligation to comply with the requirements of schedule 8.4.

The schedule specifies the:

- format of reports and records;
- report and record retention periods; and
- permitted methods of destruction.

The schedule should also detail the nature of the reports and records, including the timing and process for making reports.

4. DERIVATION

Authority requirements.

5. RELATED CLAUSES & SCHEDULES

Clauses: 25 (Records and Reports)

42.6 (Freedom of Information)

Schedules: 8.5 (Exit Management)

6. ALLOCATION

The pro-forma schedule setting out the Authority's requirements should be circulated to bidders as part of the dialogue stage. The bidders' responses will need to be carefully reviewed to ensure that the proposed record keeping and reporting is adequate, commensurate with the Authority's internal procedures and suitable to facilitate compliance by the Authority with its own reporting obligations and accountability.

7. QUALITY/REVIEW

- The Authority should review the bidders' responses to the Authority's requirements and develop the specific format of reports prior to issue of the ITT.
- Authority expertise: technical, project management.

Section B

Guidance

1. INTRODUCTION

1.1 The operational objectives of the schedule are set out in Section C.

1.2 The principles underlying the schedule should be to facilitate:

- public accountability;
- transparency of Service provision;
- compliance by the Authority with its legal, informational and reporting obligations including those under the Data Protection Act and the Freedom of Information Act and the requirements of the Public Records Office; and
- compliance with the Authority's policies (including, in particular, security policies).

Section C

Pro-forma/Example Schedule

2. INTRODUCTION

The objective of this schedule is to set out the requirements for:

- 2.1 the retention of proper records of processes and decisions taken relating to the performance and management of the Agreement; and
- 2.2 the detail and nature of the reports that are to be made by the parties, including the timing and process for making such reports.

3. REPORTS

3.1 Any or all of the following reports may be required:

- 3.1.1 delay reports;
- 3.1.2 Test Reports;
- 3.1.3 [Management Information reports;]
- 3.1.4 annual report on the Insurances;
- 3.1.5 security reports; and
- 3.1.6 Force Majeure Event reports.

[Guidance: The above capitalised terms will need to be verified against the finalised schedule 1 (Definitions)]

[Guidance: The Authority should consider whether other reports are required.]

4. RECORDS

4.1 The Contractor shall retain and maintain all the records (including superseded records) referred to in the Appendix to this schedule:

- 4.1.1 in accordance with the requirements of the Public Records Office (PRO) and Good Industry Practice;

- 4.1.2 in chronological order;
- 4.1.3 in a form that is capable of audit; and
- 4.1.4 at its own expense.

The Contractor shall make these records available for inspection to the Authority on request subject to the Authority giving reasonable notice.

- 4.2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by the Contractor where it is not practicable to retain original records.
- 4.3 The Contractor shall, during the Term and a period of at least [seven] years following the expiry of termination of this Agreement, 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) referred to in the Appendix to this schedule.
- 4.4 Financial records referred to in the Appendix shall be retained and maintained in safe storage by the Contractor for a period of at least [six] years after the expiry or termination of this Agreement.
- 4.5 Without prejudice to the foregoing, the Contractor shall provide the Authority:
 - 4.5.1 as soon as they are available, and in any event within 60 Working Days after the end of the first six months of each financial year of the Agreement 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 and as such terms are defined by section 736 Companies Act 1985) 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 month period; and
 - 4.5.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Contractor, but not later than 130 Working Days 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 1985 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 Contractor

In accordance with the provisions of paragraph 3 of this schedule 8.4 the Contractor shall maintain the following records:

1. The Agreement, its schedules and all amendments to such documents.
2. All other documents which this Agreement 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 Authority Representative in connection with the provision of Services.
8. All certificates, 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 accordance with the Change Control Procedure.
11. Documents submitted by the Contractor pursuant to invocation by it or the 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.
13. Invoices and records related to VAT sought to be recovered by the Contractor.

14. Financial records, including audited and un-audited accounts of the Guarantor and the Contractor.
15. 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.
16. All documents relating to the insurances to be maintained under the Agreement and any claims made in respect of them.
17. All other records, notices or certificates required to be produced and/or maintained by the Contractor pursuant to this Agreement.
18. All journals and audit trial data referred to in schedule 2.5 (Security Requirements and Plan).