

CONTRACT FOR THE PROVISION OF
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not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10 TERM

Each party's obligations under this Agreement shall continue in full force and effect for period of **11** years from the Effective Date.

11 GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

- 11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non- contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Authority

Name:

Signature:

Position in Authority:

Counterparty Signed by the

Name:

Signature:

Position in Counterparty:

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SCHEDULE 8.6

SERVICE CONTINUITY PLAN AND CORPORATE RESOLUTION PLANNING

PART A. SERVICE CONTINUITY PLAN

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Business Continuity Plan”	has the meaning given in Paragraph 2.2(a)(ii) of Part A of this Schedule;
“Business Continuity Services”	has the meaning given in Paragraph 4.2(b) of Part A of this Schedule;
“Department”	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department; or</p> <p>(b) Non-Ministerial Department;</p>
“Disaster”	<p>the occurrence of one or more events including:</p> <p>(a) a Data Loss Event, fire, flood, theft, impact, malicious damage or natural disaster or any other event which the Authority reasonably considers to be a disaster, which, either separately or cumulatively, mean that the Goods and/or Services (or its physical components), or a material part of the Goods and/or Services (or its physical components) will be unavailable or which is reasonably anticipated will mean that the provision of the Goods and/or Services or a material part of the provision of the Goods and/or Services will be unavailable and where the provision of the Goods and/or the performance of the Services cannot be recovered using the facilities generally used by the Supplier to provide the Goods and Services; and</p> <p>(b) any other event that in the reasonable opinion of the Authority amounts to a disaster;</p>
“Disaster Recovery Plan”	has the meaning given in Paragraph 2.2(a)(iii) of Part A of this Schedule;
“Disaster Recovery Services”	the services embodied in the processes and procedures for restoring the provision of the Goods and Services following the occurrence of a Disaster;
“Disaster Recovery System”	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
“Insolvency Continuity Plan”	has the meaning given in Paragraph 2.2(a)(iv) of Part A of this Schedule;

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- “Review Report”** has the meaning given in Paragraphs 7.2(a) to 7.2(c) of Part A of this Schedule;
- “Service Continuity Plan”** means the plan prepared pursuant to Paragraph 2 of Part A of this Schedule which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan; and
- “Supplier’s Proposals”** has the meaning given in Paragraph 7.2(c) of this Part A of this Schedule.

2 SERVICE CONTINUITY PLAN

- 2.1 Within forty (40) Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority’s written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- (a) ensure continuity of the business processes and operations supported by the provision of Goods and Services following any failure or disruption of any element of the provision of Goods and Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and
 - (b) the recovery of the provision of Goods and Services in the event of a Disaster.
- 2.2 The Service Continuity Plan shall be:
- (a) divided into four parts:
 - (i) Part A which shall set out general principles applicable to the Service Continuity Plan;
 - (ii) Part B which shall relate to business continuity (the **“Business Continuity Plan”**);
 - (iii) Part C which shall relate to disaster recovery (the **“Disaster Recovery Plan”**);
 - (iv) Part D which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**); and
 - (b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6 of Part A of this Schedule.
- 2.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:
- (a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than twenty (20) Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.
- 2.4 If the Authority rejects the draft Service Continuity Plan:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority’s comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority’s approval within twenty (20) Working

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Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 of Part A of this Schedule shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any Dispute for resolution in accordance with Paragraph 2 of Schedule 8.3 (*Dispute Resolution Procedure*) at any time.

- 2.5 The Supplier shall assist the Authority with any Governmental reporting requirements, including those associated with the Financial Distress Support provisions as set out in Paragraph 2.6 of Schedule 7.4 (*Financial Distress*). The Supplier shall also identify in the Service Continuity Plan the assistance it will be providing to the Authority in relation to the Financial Distress Support document.
- 2.6 The Supplier shall ensure that all elements of the Service Continuity Plan shall include and integrate applicable provisions and processes from the Key Sub-contractors and Sub-contractors equivalent service continuity plans where such Key Sub-contractors and Sub-contractors are providing Goods and/or Services under this Agreement.
- 2.7 The Supplier shall as soon as reasonably practicable and in any event no later than twenty (20) Working Days from the Effective Date deliver to the Authority its own service continuity plan (including sub-plans that cover its own: business continuity plan, disaster recovery plan and insolvency continuity plan) in respect of its own business.

3 SERVICE CONTINUITY PLAN: PART A – GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the Service Continuity Plan shall:

- (a) set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;
- (b) provide details of how the invocation of any element of the Service Continuity Plan may impact upon the provision of the Goods and Services and any goods and services provided to the Authority by an Other Supplier;
- (c) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Supplier with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
- (d) detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority from time to time;
- (e) contain a communication strategy including details of an Incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail and phone) for both portable and desk top configurations, where required by the Authority;
- (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence; identification of: (A) any potential single points of failure which breach the Key Performance Indicators and Subsidiary Performance Indicators, as applicable, in Schedule 2.2 (Performance Levels); (B) the processes for managing the risks arising therefrom; and (C) the steps to be taken by the Supplier to ensure that there are no such single points of failure;
 - (ii) identification of risks arising from the interaction of the Goods and Services with the goods and services provided by an Other Supplier;
 - (iii) identification of risks arising from an Insolvency Event of the Supplier, any Key

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Sub-contractors and/or Supplier Group member; and

- (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- (i) identify the Procedures for reverting to “normal service”;
- (j) set out method(s) of recovering or updating Authority Data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of Authority Data loss and to preserve Authority Data integrity;
- (k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- (l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans.

3.2 The Service Continuity Plan shall be designed so as to ensure that:

- (a) the Goods and Services are provided in accordance with this Agreement at all times, including during and after the invocation of the Service Continuity Plan;
- (b) the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
- (c) it complies with the relevant provisions of ISO/IEC 22301, all relevant Standards contained in Schedule 2.3 (Standards) and Schedule 2.4 (Security Management), as applicable and all other industry standards from time to time in force; and
- (d) there is a process for the management of disaster recovery Testing detailed in the Service Continuity Plan.

3.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the provision of the Goods and Services, to the business processes facilitated by and the business operations supported by the provision by the Supplier of the Goods and Services, and/or changes to the Supplier Group structure.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Agreement.

4 SERVICE CONTINUITY PLAN: PART B – BUSINESS CONTINUITY PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision by the Supplier of the Goods and Services remain supported and to ensure continuity of the business operations supported by the provision of the Goods and Services including, unless the Authority expressly states otherwise in writing:

- (a) the alternative processes (including business processes), options and responsibilities

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that may be adopted in the event of a failure in or disruption to the provision of the Goods and Services; and

- (b) the steps to be taken by the Supplier upon resumption of the provision of the Goods and Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

- (a) address the various possible levels of failures of or disruptions to the provision of the Goods and Services;
- (b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the provision of the Goods and Services (such services and steps, the “**Business Continuity Services**”);
- (c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
- (d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5 **SERVICE CONTINUITY PLAN: PART C – DISASTER RECOVERY PRINCIPLES AND CONTENTS**

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the provision by the Supplier of the Goods and Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of the Disaster Recovery System;
- (b) details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any Testing of the same including the following:
 - (i) data centre and disaster recovery site audits;
 - (ii) backup methodology and details of the Supplier’s approach to data back-up and data verification;
 - (iii) identification of all potential disaster scenarios;
 - (iv) risk analysis;
 - (v) documentation of processes and procedures;
 - (vi) hardware configuration details;
 - (vii) network planning including details of all relevant data networks and communication links;
 - (viii) invocation rules;

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- (ix) Service recovery Procedures; and
- (x) steps to be taken upon resumption of the provision of the Goods and Services to address any prevailing effect of the failure or disruption of the provision of the Goods and Services;
- (c) any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- (d) details of how the Supplier shall ensure compliance with security Standards as set out in Schedule 2.3 (*Standards*) and/or Schedule 2.4 (*Security Management*), as applicable, ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (e) access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- (f) Testing and management arrangements.

6 SERVICE CONTINUITY PLAN: PART D – INSOLVENCY CONTINUITY PLAN PRINCIPLES AND CONTENTS

- 6.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Goods and Services through continued provision of the Goods and Services following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Insolvency Continuity Plan shall include the following:
- (a) communication strategies which are designed to minimise the potential disruption to the provision of the Goods and Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;
 - (b) identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the provision of the Goods and Services;
 - (c) plans to manage and mitigate identified risks;
 - (d) details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the provision of the Goods and Services;
 - (e) details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and
 - (f) sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

7 REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN

- 7.1 The Supplier shall review and Update the Service Continuity Plan (and the risk analysis on which it is based):

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- (a) as a minimum once every six (6) months
 - (b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9 of Part A of this Schedule;
 - (c) within fourteen (14) days of a Financial Distress Event;
 - (d) within thirty (30) days of a Corporate Change Event; and
 - (e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) to 7.1(d)) of Part A of this Schedule by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 of Part A of this Schedule shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the provision of the Goods and Services or any underlying business processes and operations facilitated by or supported by the provision of the Goods and Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a "**Review Report**") setting out:
- (a) the findings of the review;
 - (b) any changes in the risk profile associated with the provision of the Goods and Services; and
 - (c) the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 7.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:
- (a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 7.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a

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revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 of Part A of this Schedule and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any Dispute for resolution by the Dispute Resolution Procedure at any time.

- 7.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the provision of the Good and Services, which has occurred without the prior knowledge of the Supplier.

8 TESTING OF THE SERVICE CONTINUITY PLAN

- 8.1 The Supplier shall Test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 8.2 of Part A of this Schedule, the Authority may require the Supplier to conduct additional Tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including:

- (a) where there has been any change to the provision of the Goods and Services or any underlying business processes; or
- (b) on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

- 8.2 If the Authority requires an additional Test of the Service Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the Test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. The Supplier's costs of the additional Test (as agreed in advance with the Authority) shall be borne by the Authority unless the Service Continuity Plan fails the additional Test in which case the Supplier's costs of that failed Test shall be borne by the Supplier.

- 8.3 The Supplier shall undertake and manage Testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each Test, and shall comply with the reasonable requirements of the Authority in this regard. Each Test shall be carried out under the supervision of the Authority or its nominee.

- 8.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such Testing is first Approved. Copies of live Test data used in any such Testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the Test.

- 8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each Test, provide to the Authority a report setting out:

- (a) the outcome of the Test;
- (b) any failures in the Service Continuity Plan (including the Service Continuity Plan's Procedures) revealed by the Test; and
- (c) the Supplier's proposals for remedying any such failures.

- 8.6 Following each Test, the Supplier shall take all measures requested by the Authority, (including requests for the re-Testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-Testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

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8.7 For the avoidance of doubt, the carrying out of a Test of the Service Continuity Plan (including a Test of the Service Continuity Plan's Procedures) shall not relieve the Supplier of any of its obligations under this Agreement.

8.8 The Supplier shall also perform a Test of the Service Continuity Plan in the event of any major reconfiguration of the provision of the Goods and Services or as otherwise reasonably requested by the Authority.

9 INVOCATION OF THE SERVICE CONTINUITY PLAN

9.1 If a loss of any critical part of the Service or a Disaster occurs, the Supplier shall:

- (a) immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan (including any linked elements in other parts of the Service Continuity Plan); and
- (b) inform the Authority promptly of such invocation.

9.2 In all other instances the Supplier shall invoke or Test the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

9.3 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier where an Insolvency Event of:

- (a) a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Goods and Services; and/or
- (b) the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

10 REMEDIES

10.1 Without prejudice to any other right or remedy of the Authority under this Agreement, where the Supplier fails to invoke or properly put in place the Service Continuity Plan (or any part thereof) or fails to comply with the provisions of this Schedule or the Service Continuity Plan (or any part thereof), such failure shall constitute a material Default and the Authority shall be entitled to:

- (a) notify the Supplier to comply with the Rectification Plan Process pursuant to Clause 28.2(a) (*Rectification Plan Process*); or
- (b) terminate the Agreement.

PART B. CORPORATE RESOLUTION PLANNING

11 Service Status and Supplier Status

- 11.1 This Agreement is a Critical Service Contract.
- 11.2 The Supplier shall notify the Authority in writing within five (5) Working Days of the Effective Date and throughout the Term within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

12 Provision of Corporate Resolution Planning Information

- 12.1 Paragraphs 12 to 13 of Part B of this Schedule shall apply if this Agreement has been specified as a Critical Service Contract under Paragraph 11.1 of Part B of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
- 12.2 Subject to Paragraphs 12.6, 12.10 and 12.11 of Part B of this Schedule:
- (a) where this Agreement is a Critical Service Contract, the Supplier shall provide the Relevant Authority with the CRP Information within sixty (60) days of the Effective Date; and
 - (b) except where it has already been provided in accordance with Paragraph 12.2(a) of Part B of this Schedule, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority with the CRP Information within sixty (60) days of the date of the Relevant Authority's request
- 12.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 12.2, 12.8 and 12.9 of Part B of this Schedule:
- (a) is full, comprehensive, accurate and up to date;
 - (b) is split into two parts:
 - (i) Group Structure Information and Resolution Commentary;
 - (ii) UK Public Sector/CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcing-playbook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority to understand and consider the information for approval;
 - (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - (e) complies with the requirements set out at Annex 1 (Group Structure Information and Resolution Commentary) and Annex 2 (UK Public Sector/CNI Contract Information) respectively of this Schedule.
- 12.4 Following receipt by the Relevant Authority of the CRP Information pursuant to Paragraphs 12.2, 12.8 and 12.9 of Part B of this Schedule, the Authority and the Supplier shall:

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- (a) discuss in good faith the contents of the CRP Information with the Supplier; and
- (b) no later than sixty (60) days after the date on which the CRP Information was delivered by the Supplier either:
 - (i) provide an Assurance to the Supplier that the Relevant Authority approves the CRP Information; or
 - (ii) that the Relevant Authority rejects the CRP Information.

12.5 If the Relevant Authority rejects the CRP Information:

- (a) the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's comments, and shall re-submit the CRP Information to the Relevant Authority for approval within thirty (30) days of the date of the Relevant Authority's rejection. The provisions of Paragraphs 12.3 to 12.5 of Part B of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any Dispute for resolution by the Dispute Resolution Procedure at any time.

12.6 Where the Supplier has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 12.2 of Part B of this Schedule if it provides a copy of the Valid Assurance to the Relevant Authority on or before the date on which the CRP Information would otherwise have been required.

12.7 An Assurance shall be deemed Valid for the purposes of Paragraph 12.6 of Part B of this Schedule if:

- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Agreement had then been in force) have occurred since the date on which the CRP Information was provided.

12.8 Subject to Paragraph 12.6 of Part B this Schedule, if this Agreement is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 12.8(c) of Part B of this Schedule its initial CRP Information) to the Relevant Authority:

- (a) within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly Confidential Information no longer exempted from disclosure under Paragraph 12.11 of Part B of this Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 7.4 (*Financial Distress*)
- (b) within thirty (30) days of a Corporate Change Event unless not required pursuant to Paragraph 12.10 of Part B of this Schedule;

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- (c) within thirty (30) days of the date that:
 - (i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 12.10 of Part B of this Schedule; or
 - (ii) none of the credit rating agencies specified at Paragraph 12.10 of Part B of this Schedule hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- (d) in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
 - (i) updated CRP Information has been provided under any of Paragraphs 12.8(a) 12.8(b) or 12.8(c) of Part B of this Schedule since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that Information under this Paragraph 12.8(d); or
 - (ii) unless not required pursuant to Paragraph 12.10 of Part B of this Schedule.

12.9 Where the Supplier is a Public Sector Dependent Supplier and this Agreement is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 12.8(a) to (d) of Part B of this Schedule, the Supplier shall provide at the request of the Relevant Authority and within the applicable timescales for each event as set out in Paragraph 12.8 of Part B of this Schedule (or such longer timescales as may be notified to the Supplier by the Authority), the CRP Information to the Relevant Authority.

12.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

- (a) Aa3 or better from Moody's;
- (b) AA- or better from Standard and Poors;
- (c) AA- or better from Fitch;

the Supplier will not be required to provide the CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 7.4 (*Financial Distress*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 12.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 12.8 of Part B of this Schedule.

12.11 Subject to Paragraph 14 of Part B of this Schedule, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that Information with the Relevant Authority, redact or omit that Information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant Information to the Relevant Authority to the extent required under Paragraph 12.8 of Part B of this Schedule.

13 Termination Rights

13.1 The Authority shall be entitled to terminate this Agreement under Clause 34.1(c) (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Paragraph 12 of Part B of this Schedule and either:

- (a) the Supplier fails to provide the CRP Information within four (4) months of the Effective

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Date if this is a Critical Service Contract or otherwise within four (4) months of the Relevant Authority's request; or

- (b) the Supplier fails to obtain an Assurance from the Relevant Authority within four (4) months of the date that it was first required to provide the CRP Information under this Agreement.

14 Confidentiality and usage of CRP Information

- 14.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for End Users and protect CNI in such eventuality.
- 14.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Authority under Paragraph 14.1 of Part B of this Schedule and Clause 21 (*Authority Data and Security Requirements*).
- 14.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that Information to the Relevant Authority pursuant to Paragraph 12 of Part B of this Schedule subject, where necessary, to the Relevant Authority entering into an appropriate confidentiality agreement in the form required by the third party.
- 14.4 Where the Supplier is unable to procure consent pursuant to Paragraph 14.3 of Part B of this Schedule, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of Information it withholds including by:
 - (a) redacting only those parts of the Information which are subject to such obligations of confidentiality
 - (b) providing the Information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (i) summarising the Information;
 - (ii) grouping the Information;
 - (iii) anonymising the Information; and
 - (iv) presenting the Information in general terms
- 14.5 The Supplier shall provide the Relevant Authority with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: GROUP STRUCTURE AND RESOLUTION COMMENTARY

- 1 The Supplier shall:
 - 1.1 provide sufficient Information to allow the Relevant Authority to understand the implications on the Supplier Group's and Other Consortium Members' UK Public Sector Business and CNI contracts listed pursuant to Annex 2 of this Schedule if the Supplier or another member of the Supplier Group or any Other Consortium Member is subject to an Insolvency Event.
 - 1.2 ensure that the Information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group and the Other Consortium Members; and
 - 1.3 provide full details of the importance of each member of the Supplier Group and any Other Consortium Member to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 2 of this Schedule and the dependencies between each.

ANNEX 2: UK PUBLIC SECTOR/CNI CONTRACT INFORMATION

- 1 The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group or any Other Consortium Members where those agreements are for goods, services or works provision and:
 - (a) are with any UK public sector bodies including: any Central Government Body and their arms-length bodies and agencies, non- departmental public bodies, any NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - (b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 2 and where the member of the Supplier Group or the Other Consortium Member is acting as a Key Sub-contractor under the agreement with the end recipient; or
 - (c) involve or could reasonably be considered to involve CNI; and
 - 1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per Contract Year and their related Key Sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

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SCHEDULE 8.7

CONDUCT OF CLAIMS

SCHEDULE 8.7

CONDUCT OF CLAIMS

1 INDEMNITIES

- 1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the “**Indemnifier**”), of claims made by a third person against a Party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within ten (10) Working Days of receipt of the same.
- 1.3 Subject to Paragraph 2 of this Schedule, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2 of this Schedule, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3 of this Schedule, the Indemnifier shall:
- (a) keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - (b) not bring the name of the Beneficiary into disrepute;
 - (c) not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - (d) conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if the Indemnifier:
- (a) is not entitled to take conduct of the Claim in accordance with Paragraph 1.3 of this Schedule;
 - (b) fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within ten (10) Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
 - (c) fails to comply in any material respect with the provisions of Paragraph 1.4 of this Schedule.

2 SENSITIVE CLAIMS

- 2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public’s perception of the Beneficiary (a “**Sensitive Claim**”), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or