



**SCHEDULE 26:**

**CONTINUITY PLANNING**

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**1. Definitions**

1.1 For the purpose of this **Schedule 26 (Continuity Planning)**, unless the context otherwise requires:

**"Assurance"** means written confirmation from a Relevant Body to the Contractor that the CRP Information is approved by the Relevant Body;

**"Business Continuity Services"** has the meaning given to it in **paragraph 4.2.2 (Business Continuity Plan)**;

**"Cabinet Office Markets and Suppliers Team"** means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

**"Class 1 Transaction"** has the meaning given to it in the listing rules issued by the UK Listing Authority;

**"CNI"** means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

- (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or
- (b) significant impact on national security, national defence, or the functioning of the UK;

**"Continuity Plans"** means, together:

- (a) the Business Continuity Plan;
- (b) the Disaster Recovery Plan; and
- (c) the Insolvency Continuity Plan.



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**"Contractor's Continuity Plan Proposals"** has the meaning given to it in **paragraph 7.2.3 (Review and amendment of the Continuity Plans)**;

**"Corporate Change Event"** means:

- (a) any Contractor Change of Control;
- (b) any change of Control of any member of the Contractor's Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
- (c) any change to the business of the Contractor or any other member of the Contractor's Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Contractor or any Parent Undertaking of the Contractor whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Contractor or any Parent Undertaking of the Contractor;
- (f) payment of dividends by the Contractor or the ultimate Parent Undertaking of the Contractor's Group exceeding 25% of the net asset value of the Contractor or the ultimate Parent Undertaking of the Contractor's Group respectively in any twelve (12) Month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Contractor's Group;
- (h) any member of the Contractor's Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Contractor's Group ceasing to carry on all or

substantially all its business or any compromise, composition, arrangement or agreement being made with creditors of any member of the Contractor's Group;

- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Contractor's Group; and/or
- (j) any process or event with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Contractor's Group in a jurisdiction outside England and Wales;

**"Corporate Change Event Grace Period"** means a grace period agreed to by the Relevant Body for providing CRP Information and/or updates to the Continuity Plans after a Corporate Change Event;

**"Corporate Resolvability Assessment (Structural Review)"** means part of the CRP Information relating to the Contractor's Group to be provided by the Contractor in accordance with **paragraph 11 (Provision of CRP Information)** and **Appendix 2 (Corporate Resolvability Assessment (Structural Review))**;

**"Critical Service Contract"** means the overall status of this Contract, as determined by the Authority and specified in **paragraph 10.1 (Service Status and Contractor Status)** of **Part 2 (Corporate Resolution Planning)**;

**"CRP Information"** means the Corporate Resolution Planning Information, together, the:

- (a) Exposure Information (Contracts List);
- (b) Corporate Resolvability Assessment (Structural Review); and
- (c) Financial Information and Commentary;

**"Department"** means a body listed in one of the following sub-categories of the central government classification of the Public Sector

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Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department; or

(b) Non-Ministerial Department;

<b>"Disaster Services"</b>	<b>Recovery</b>	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
<b>"Disaster System"</b>	<b>Recovery</b>	the system identified by the Contractor in the Disaster Recovery Plan which shall be used for the purpose of delivering the Disaster Recovery Services;
<b>"Disaster"</b>		the occurrence of one or more events which is reasonably anticipated will mean that the Services or a material part of the Services (including a material part of the Custodial Services or the Property and Facilities Management Services) will be unavailable;
<b>"Exposure Information (Contracts List)"</b>	<b>Information</b>	means part of the CRP Information relating to the Contractor's Group to be provided by the Contractor in accordance with <b>paragraph 11 (Provision of CRP Information)</b> and <b>Appendix 1 (Exposure Information (Contracts List))</b> ;
<b>"Financial Information and Commentary"</b>	<b>Information</b>	means part of the CRP Information requirements to be provided by the Contractor in accordance with <b>paragraph 11 (Provision of CRP Information)</b> and <b>Appendix 3 (Financial Information and Commentary)</b> ;
<b>"Parent Undertaking"</b>		has the meaning given to it in section 1162 of the Companies Act 2006;
<b>"Public Sector Dependent Supplier"</b>		means a supplier where that supplier, or that supplier's group has annual revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>"Related Provider"</b>	<b>Service</b>	any person who provides services to the Authority in relation to this Contract from time to time;
<b>"Relevant Body"</b>		means the Authority or, where the Contractor is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team (as the context requires);

<b>"Review Report"</b>	has the meaning given to it in <b>paragraph 7.2 (Review and amendment of the Continuity Plans)</b> ;
<b>"Strategic Supplier"</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> (as may be updated from time to time);
<b>"UK Public Sector Business"</b>	means any goods, service or works provision to UK public sector bodies, including central government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
<b>"Valid"</b>	in respect of an Assurance, has the meaning given to it in <b>paragraph 11.7 (Provision of CRP Information)</b> .

## PART 1: CONTINUITY PLANS

### 2. Continuity Plans

- 2.1 The Contractor shall prepare and submit to the Authority, for the Authority's written approval, drafts of the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan within ninety (90) Days following the Commencement Date.
- 2.2 The Continuity Plans shall be based upon and be consistent with the provisions of **paragraphs 3 (General Principles and Requirements), 4 (Business Continuity Plan), 5 (Disaster Recovery Plan) and 6 (Insolvency Continuity Plan)**.
- 2.3 Following receipt of the draft Continuity Plans from the Contractor, the Authority shall:
  - 2.3.1 review and comment on the draft Continuity Plans as soon as reasonably practicable; and
  - 2.3.2 notify the Contractor in writing that it approves or rejects the draft Continuity Plans no later than twenty (20) Business Days after the date on which the draft Continuity Plans are first delivered to the Authority.
- 2.4 If the Authority rejects the draft Continuity Plans:
  - 2.4.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and
  - 2.4.2 the Contractor shall then revise the draft Continuity Plans (taking reasonable account of the Authority's comments) and shall re-submit a revised draft of the Continuity

Plans to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection. The provisions of **paragraph 2.3** and this **paragraph 2.4 (Continuity Plans)** shall apply again to any resubmitted draft of the Continuity Plans, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

### **3. General Principles and Requirements**

#### **3.1 The Continuity Plans shall:**

- 3.1.1 set out how the Business Continuity Plan, Disaster Recovery Plan and Insolvency Continuity Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the Continuity Plans may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;
- 3.1.3 contain an obligation upon the Contractor to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
- 3.1.4 detail how the each of the Continuity Plans link and interoperate with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Contractor by the Authority from time to time;
- 3.1.5 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 website (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
  - 3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - 3.1.6.2 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
  - 3.1.6.3 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider;





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- 3.1.6.4 identification of risks arising from an Insolvency Event of the Contractor, any Key Sub-Contractors and/or any other member of the Contractor's Group; and
    - 3.1.6.5 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;
  - 3.1.8 set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-Contractors) and for the Authority;
  - 3.1.9 identify the procedures for reverting to "normal service";
  - 3.1.10 set out method(s) of recovering or updating 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 data loss and to preserve data integrity;
  - 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Continuity Plans; and
  - 3.1.12 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 Continuity Plans shall be designed so as to ensure that:
- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of any of the Continuity Plans;
  - 3.2.2 the adverse impact of any Disaster; service failure; an Insolvency Event of the Contractor, any Key Sub-Contractor and/or any other member of the Contractor's Group; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and
  - 3.2.4 there is a process for the management of disaster recovery testing detailed in the Disaster Recovery Plan.
- 3.3 Each of the Continuity Plans shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or changes to the Contractor's Group structure.

- 3.4 The Contractor shall not be entitled to any relief from its obligations under this Contract or to any increase in any of the charges payable by the Authority under this Contract to the extent that a Disaster occurs as a consequence of any breach by the Contractor of this Contract.

4. **Business Continuity Plan**

- 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 Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:

- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- 4.1.2 the steps to be taken by the Contractor upon resumption of the 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:

- 4.2.1 address the various possible levels of failures of or disruptions to the Services;
- 4.2.2 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 Services (such services and steps, the "**Business Continuity Services**");
- 4.2.3 specify any applicable Contract Delivery Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Contract Delivery Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. **Disaster Recovery Plan**

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the Authority supported by the 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:

- 5.3.1 details of the Disaster Recovery System;
- 5.3.2 details of the procedures and processes to be put in place by Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services;
- 5.3.3 any applicable Contract Delivery Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Contract Delivery Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule;
- 5.3.6 testing and management arrangements; and
- 5.3.7 any other information required by the Authority.

**6. Insolvency Continuity Plan**

- 6.1 The Insolvency Continuity Plan shall be designed by the Contractor to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Contractor, any Key Sub-Contractor and/or any other member of the Contractor's Group with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Insolvency Continuity Plan shall be without prejudice to the Financial Distress Continuity Plan and provisions of this Contract relating to Financial Distress Events (including **clause 3 (Parent Company Guarantee and Financial Standing)**) and shall include the following:
  - 6.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract personnel of the Contractor, Key Sub-Contractor and other members of the Contractor's Group;
  - 6.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Contractor, Key Sub-Contractors and other members of the Contractor's Group where failure of those dependencies could reasonably have an adverse impact on the Services;
  - 6.2.3 plans to manage and mitigate identified risks;

- 6.2.4 details of the roles and responsibilities of the Contractor, Key Sub-Contractors and/or other members of the Contractor's Group to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
- 6.2.5 details of the recovery team to be put in place by the Contractor (which may include representatives of the Contractor, Key Sub-Contractors and other members of the Contractor's Group); and
- 6.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Contractor.

## **7. Review and amendment of the Continuity Plans**

- 7.1 The Contractor shall review and update the Continuity Plans (and the risk analysis on which it is based):
  - 7.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 7.1.2 within ninety (90) Days of any of the Continuity Plans (or any part) having been invoked pursuant to **paragraph 9 (Invocation of the Continuity Plans)**;
  - 7.1.3 within fourteen (14) Days of a Financial Distress Event;
  - 7.1.4 within thirty (30) Days of a Corporate Change Event (unless the Relevant Body (acting reasonably) agrees to a Corporate Change Event Grace Period, as set out in **paragraph 11.8.2.1 (Provision of CRP Information)**, in which case that Corporate Change Event Grace Period will apply); and
  - 7.1.5 where the Authority requests any additional reviews (over and above those provided for in **paragraphs 7.1.1 to 7.1.4 (Review and amendment of the Continuity Plans)**) by notifying the Contractor to such effect in writing, whereupon the Contractor shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Contractor 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 Contractor 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 Continuity Plans pursuant to **paragraph 7.1 (Review and amendment of the Continuity Plans)** shall be a review of the procedures and methodologies set out in the Continuity Plans and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Continuity Plans or the last review of the Continuity Plans 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 any of the Continuity Plans. The review shall be completed by the Contractor within the period required by the relevant Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Contractor shall, within twenty (20) Business Days of the conclusion of each review of the Continuity Plans, provide to the Authority a report (a "**Review Report**") setting out:

- 7.2.1 the findings of the review;
  - 7.2.2 any changes in the risk profile associated with the Services; and
  - 7.2.3 the Contractors proposals (the "**Contractor's Continuity Plan Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the relevant plan following the review detailing the impact (if any and to the extent the Contractor 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 Contractor's Continuity Plan Proposals, the Authority shall:
- 7.3.1 review and comment on the Review Report and the Contractor's Continuity Plan Proposals as soon as reasonably practicable; and
  - 7.3.2 notify the Contractor in writing that it approves or rejects the Review Report and the Contractor's Continuity Plan Proposals no later than twenty (20) Business 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 Contractor's Continuity Plan Proposals:
- 7.4.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and
  - 7.4.2 the Contractor shall then revise the Review Report and/or the Contractor's Continuity Plan Proposals as the case may be (taking reasonable account of the Authority's comments) and shall re-submit a revised Review Report and/or revised Contractor's Continuity Plan Proposals to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection.
- 7.5 The provisions of **paragraphs 7.3 and 7.4 (Review and amendment of the Continuity Plans)** shall apply again to any resubmitted Review Report and Contractor's Continuity Plan Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.6 The Contractor shall, as soon as is reasonably practicable after receiving the Authority's approval of the Contractor's Continuity Plan 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 Contractor's Continuity Plan Proposals. Any such change shall be at the Contractor's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

**8. Testing of the Continuity Plans**

8.1 The Contractor shall test the Continuity Plans on a regular basis (and in any event not less than once in every Contract Year). Subject to **paragraph 8.2 (Testing of the Continuity Plans)**, the Authority may require the Contractor to conduct additional tests of some or all aspects of the Continuity Plans at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Continuity Plans.

8.2 If the Authority requires an additional test of the Continuity Plans, it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Continuity Plans. The Contractor's costs of the additional test shall be borne by the Authority unless any of the Continuity Plans fail the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.

8.3 The Contractor shall undertake and manage testing of the Continuity Plans 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 Contractor shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. 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 Contractor shall, within twenty (20) Business Days of the conclusion of each test, provide to the Authority a report setting out:

8.5.1 the outcome of the test;

8.5.2 any failures in the Continuity Plans (including the procedures in the Continuity Plans) revealed by the test; and

8.5.3 the Contractor's proposals for remedying any such failures.

8.6 Following each test, the Contractor shall take all measures requested by the Authority, (including requests for the re-testing of the Continuity Plans) to remedy any failures in the

Continuity Plans and such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

8.7 For the avoidance of doubt, the carrying out of a test of the Continuity Plans (including a test of the procedures in the Continuity Plans) shall not relieve the Contractor of any of its obligations under this Contract.

8.8 The Contractor shall also perform a test of the Continuity Plans in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

9. **Invocation of the Continuity Plans**

9.1 In the event of a loss of any critical part of the Services or a Disaster, the Contractor shall immediately invoke the Business Continuity Plan and Disaster Recovery Plan, including any linked elements in other parts of the Insolvency Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Contractor shall invoke the Business Continuity Plan and Disaster Recovery Plan with the prior consent of the Authority.

9.2 The Insolvency Continuity Plan, including any linked elements in the Business Continuity and Disaster Recovery Plans, shall be invoked by the Contractor:

9.2.1 where an Insolvency Event of a Key Sub-Contractor and/or other member of the Contractor's Group (other than the Contractor) could reasonably be expected to adversely affect delivery of the Services; and/or

9.2.2 where there is an Insolvency Event of the Contractor and the insolvency arrangements enable the Contractor to invoke the plan.

**PART 2: CORPORATE RESOLUTION PLANNING****10. Service Status and Contractor Status**

10.1 This Contract is a Critical Service Contract.

10.2 The Contractor shall notify the Authority and the Cabinet Office Markets and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within five (5) Business Days of the Commencement Date and throughout the Contract Period within one hundred and twenty (120) Days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

**11. Provision of CRP Information**

11.1 **Paragraphs 11 (Provision of CRP Information) to 13 (Confidentiality and usage of CRP Information)** of this Part 2 shall apply if this Contract is specified as a Critical Service Contract under **paragraph 10.1 (Service Status and Contractor Status)** of this Part 2 or the Contractor is or becomes a Public Sector Dependent Supplier.

11.2 Subject to **paragraphs 11.6, 11.10 and 11.11 (Provision of CRP Information)** of this Part 2:

11.2.1 where this Contract is a Critical Service Contract, the Contractor shall provide the Relevant Body with the CRP Information within sixty (60) Days of the Commencement Date; and

11.2.2 except where it has already been provided in accordance with **paragraph 11.2.1 (Provision of CRP Information)** of this Part 2, where the Contractor is a Public Sector Dependent Supplier, it shall provide the Relevant Body with the CRP Information within sixty (60) Days of the Relevant Body's request.

11.3 The Contractor shall ensure that the CRP Information:

11.3.1 is full, comprehensive, accurate and up to date;

11.3.2 is split into three parts:

11.3.2.1 Exposure Information (Contracts List);

11.3.2.2 Corporate Resolvability Assessment (Structural Review);

11.3.2.3 Financial Information and Commentary,

and is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial



Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> (as may be updated from time to time) and contains the level of detail required (adapted as necessary to the Contractor's circumstances);

- 11.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Body to understand and consider the information for approval;
  - 11.3.4 provides a clear description and explanation of the members of the Contractor's Group that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or CNI and the nature of those agreements; and
  - 11.3.5 complies with the requirements set out at **Appendix 1 (Exposure Information (Contracts List))**, **Appendix 2 (Corporate Resolvability Assessment (Structural Review))** and **Appendix 3 (Financial Information and Commentary)** respectively.
- 11.4 Following receipt by the Relevant Body of the CRP Information pursuant to **paragraphs 11.2, 11.8 and 11.9 (Provision of CRP Information)** of this Part 2, the Contractor and the Relevant Body shall discuss in good faith the contents of the CRP Information and:
- 11.4.1 where the Authority is the Relevant Body, the Authority shall; and
  - 11.4.2 where the Cabinet Office Markets and Suppliers Team is the Relevant Body, the Authority shall use reasonable endeavours to procure that the Cabinet Office Markets and Suppliers Team shall,
- no later than sixty (60) Days after the date on which the CRP Information was delivered by the Contractor, either provide an Assurance to the Contractor that it approves the CRP Information or that it rejects it.
- 11.5 If the Relevant Body rejects the CRP Information:
- 11.5.1 the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Contractor in writing of its reasons for its rejection; and
  - 11.5.2 the Contractor shall revise the CRP Information, taking reasonable account of the Relevant Body's comments, and shall re-submit the CRP Information to the Relevant Body for approval within thirty (30) Days of the date of the Relevant Body's rejection. The provisions of **paragraphs 11.3 to 11.5 (Provision of CRP Information)** of this Part 2 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 11.6 Where the Contractor has already provided CRP Information to a Department (or, in the case of a Strategic Supplier, to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department (or, in the case of a Strategic Supplier, from the Cabinet Office Markets and Suppliers Team) then provided that the Assurance remains Valid, the Contractor shall not be required to provide the CRP Information or updated CRP Information under **paragraphs 11.1 and 11.8.1 to 11.8.3 (Provision of CRP Information)** of this Part 2 if it provides a copy of the Valid Assurance to the Authority on or before the date on which the CRP Information would otherwise have been required.
- 11.7 An Assurance shall be deemed Valid for the purposes of **paragraph 11.6 (Provision of CRP Information)** of this Part 2 if:
- 11.7.1 in respect of the Contractor's obligations under **paragraph 11.2 (Provision of CRP Information)** of this Part 2:
- 11.7.1.1 the CRP Information on which the Assurance was based was provided to the Department providing the Assurance (or, in the case of Strategic Suppliers, the Cabinet Office Markets and Suppliers Team) within the twelve (12) Months prior to the deadline by which the CRP Information would otherwise have been required under **paragraph 11.2 (Provision of CRP Information)** of this Part 2; and
- 11.7.1.2 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 Contract had then been in force) have occurred since the date on which the CRP Information was provided; and
- 11.7.2 in respect of the Contractor's obligations under **paragraphs 11.8.1 to 11.8.3 (Provision of CRP Information)** of this Part 2, the CRP Information on which the Assurance was based was provided to the Department providing the Assurance (or, in the case of Strategic Suppliers, the Cabinet Office Markets and Suppliers Team) after the date of the event triggering the obligation to provide the CRP Information under **paragraphs 11.8.1 to 11.8.3 (Provision of CRP Information)** of this Part 2.
- 11.8 Subject to **paragraph 11.6 (Provision of CRP Information)** of this Part 2, if this Contract is a Critical Service Contract, the Contractor shall provide an updated version of the CRP Information (or, in the case of **paragraph 11.8.3 (Provision of CRP Information)** of this Part 2 its initial CRP Information) to the Relevant Body:
- 11.8.1 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 11.11 (Provision of CRP Information)** of this Part 2);

- 11.8.2 within thirty (30) Days of a Corporate Change Event unless:
- 11.8.2.1 the Contractor requests and the Relevant Body (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Contractor to comply with this paragraph shall be extended as determined by the Relevant Body (acting reasonably) but shall in any case be no longer than the date that is six (6) Months after the Corporate Change Event. During a Corporate Change Event Grace Period the Contractor shall regularly and fully engage with the Relevant Body to enable it to understand the nature of the Corporate Change Event and the Relevant Body shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Contractor fails to comply with this paragraph; or
  - 11.8.2.2 not required pursuant to paragraph 11.10 (Provision of CRP Information) of this Part 2;
- 11.8.3 within thirty (30) Days of the date that:
- 11.8.3.1 the credit rating(s) of each of the Contractor and its Parent Undertakings fail to meet any of the criteria specified in **paragraph 11.10 (Provision of CRP Information)** of this Part 2; or
  - 11.8.3.2 none of the credit rating agencies specified at **paragraph 11.10 (Provision of CRP Information)** of this Part 2 hold a public credit rating for the Contractor or any of its Parent Undertakings; and
- 11.8.4 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 Body (whichever is earlier), unless:
- 11.8.4.1 updated CRP Information has been provided under any of **paragraphs 11.8.1, 11.8.2 or 11.8.3 (Provision of CRP Information)** of this Part 2 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 11.8.4 (Provision of CRP Information)** of this Part 2; or
  - 11.8.4.2 unless not required pursuant to **paragraph 11.10 (Provision of CRP Information)** of this Part 2.
- 11.9 Where the Contractor is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in **paragraphs 11.8.1 to**

**11.8.4 (Provision of CRP Information)** of this Part 2, the Contractor shall provide at the request of the Relevant Body and within the applicable timescales for each event as set out in **paragraph 11.8 (Provision of CRP Information)** of this Part 2 (or such longer timescales as may be notified to the Contractor by the Authority), the CRP Information to the Relevant Body.

11.10 Where the Contractor or a Parent Undertaking of the Contractor has a credit rating of either:

11.10.1 Aa3 or better from Moody's;

11.10.2 AA- or better from Standard and Poors;

11.10.3 AA- or better from Fitch;

the Contractor will not be required to provide the CRP Information unless or until either (i) a Financial Distress Event occurs or (ii) the Contractor and its Parent Undertakings cease to fulfil the criteria set out in this **paragraph 11.10 (Provision of CRP Information)** of this Part 2, in which cases the Contractor shall provide the updated version of the CRP Information in accordance with **paragraph 11.8 (Provision of CRP Information)** of this Part 2.

11.11 Subject to **paragraph 13 (Confidentiality and usage of CRP Information)** of this Part 2, where the Contractor demonstrates to the reasonable satisfaction of the Relevant Body that a particular item of CRP Information is highly confidential, the Contractor may, having orally disclosed and discussed that information with the Relevant Body, 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 Contractor shall promptly provide the relevant information to the Relevant Body to the extent required under **paragraph 11.8 (Provision of CRP Information)** of this Part 2.

## 12. Termination Rights

12.1 The Contractor shall be deemed to have committed a Contractor Default falling within paragraph (c) of the definition of Contractor Default and the Authority shall be entitled to terminate this Contract under **clause 44.2 (Rectification)** if the Contractor is required to provide CRP Information under **paragraph 2 (Continuity Plans) of Part 1** and either:

12.1.1 the Contractor fails to provide the CRP Information within four (4) Months of the Commencement Date; or

12.1.2 the Contractor fails to obtain an Assurance from the Relevant Body within four (4) Months of the date that it was first required to provide the CRP Information under this Contract.

**13. Confidentiality and usage of CRP Information**

- 13.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Contractor and/or other members of the Contractor's Group 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.
- 13.2 Where the Relevant Body is the Cabinet Office Markets and Suppliers Team, at the Contractor's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Contractor containing terms no less stringent than those placed on the Authority under **paragraph 13.1 (Confidentiality and usage of CRP Information)** of this Part 2.
- 13.3 The Contractor 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 Body pursuant to **paragraph 2 (Continuity Plans) of Part 1** subject, where necessary, to the Relevant Body entering into an appropriate confidentiality agreement in the form required by the third party.
- 13.4 Where the Contractor is unable to procure consent pursuant to **paragraph 13.3 (Confidentiality and usage of CRP Information)** of this Part 2, the Contractor 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:
- 13.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
  - 13.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - 13.4.2.1 summarising the information;
    - 13.4.2.2 grouping the information;
    - 13.4.2.3 anonymising the information; and
    - 13.4.2.4 presenting the information in general terms.
- 13.5 The Contractor shall provide the Relevant Body 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 Contractor is legally permitted to do so.

**Appendix 1 – Exposure Information (Contracts List)**

1. The Contractor shall:
  - 1.1 provide details of all agreements held by members of the Contractor's Group where those agreements are for goods, services or works provision:
    - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
    - 1.1.2 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 1.1.1** of this **Appendix 1** and where the member of the Contractor's Group is acting as a key sub-contractor under the agreement with the end recipient; or
    - 1.1.3 involve or could reasonably be considered to involve CNI; and
  - 1.2 provide the Relevant Body 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.

**Appendix 2 – Corporate Resolvability Assessment (Structural Review)**

1. The Contractor shall:
  - 1.1 provide sufficient information to allow the Relevant Body to understand the implications on the Contractor's Group's UK Public Sector Business and CNI contracts listed pursuant to **Appendix 1 (Exposure Information (Contracts List))** if the Contractor or another member of the Contractor's Group 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 Contractor's Group; and
  - 1.3 provide full details of the importance of each member of the Contractor's Group to the Contractor's Group's UK Public Sector Business and CNI contracts listed pursuant to **Appendix 1 (Exposure Information (Contracts List))** and the dependencies between each.

**Appendix 3 – Financial Information and Commentary**

1. The Contractor shall:
  - 1.1 provide sufficient financial information for the Contractor's Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Body to understand the current financial interconnectedness of the Contractor Group and the current performance of the Contractor as a standalone entity; and
  - 1.2 ensure that the information is presented in a simple, effective and easily understood manner.
2. For the avoidance of doubt the financial information to be provided pursuant to **Paragraph 1** of this **Appendix 3 (Financial Information and Commentary)** should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Contractor to comply with its obligations under this **Schedule 26 (Continuity Planning)**. If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).