

**AUTHORITY: The Secretary of State for the Home
Department**

**Schedule 8.6
Service Continuity Plan and Corporate Resolution
Planning (SCPCRP)**

**Gatwick Estate
(Brook House IRC, Tinsley House IRC with Pre-
Departure Accommodation)
Immigration Removal Centres and PDA Contract**

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Accounting Reference Date”	means in each year, the date to which the Supplier prepares its annual audited financial statements;
“Affiliate”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier’s Group in its most recent published accounts, subject to the following methodology:</p> <p>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; and</p> <p>(b) where the Supplier, the Supplier’s Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
“Assurance”	means written confirmation from a Relevant Authority to a Supplier that the CLCP Information is approved by the Relevant Authority;
“Business Continuity Plans”	has the meaning given in Paragraph 2.2(b)
“Corporate Change Event”	<p>means:</p> <p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>(b) any change of Control of any member of the Supplier’s Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</p>

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- (c) any change to the business of the Supplier or any member of the Supplier'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 Supplier or any Parent Undertaking of the Supplier 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 Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier's Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier's Group respectively in any 12-month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier's Group;
- (h) any member of the Supplier'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 Supplier'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 Supplier'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 Supplier's Group; and/or
- (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier's Group in a jurisdiction outside England and Wales;

**“Corporate Level
Contingency
Planning Information”
or “CLCP
Information”**

means, together, the:

- a) Group Structure Information and Resolution Commentary; and
- b) UK Public Sector and CNI Contract Information;

**“Critical National
Infrastructure”**

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:

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- (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 the national security, national defence or functioning of the United Kingdom.

“Critical Service Contract”

means the overall status of this Contract as determined by the Authority and specified in paragraph 10.1 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);

“Department”

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:

- (a) Government Department; or
- (b) Non-Ministerial Department.

“Disaster”

the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of ■■■ hours or more, or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;

“Disaster Recovery Plan”

has the meaning given in Paragraph 2.2(c);

“Disaster Recovery Services”

the services embodied in the processes and procedures for restoring the 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(d);

“Financial Distress Event”

has the meaning set out in Paragraph 3 of Schedule 7.4 (Financial Distress);

“Group Structure Information and Resolution Commentary”

means the information relating to the Supplier’s Group to be provided by the Supplier in accordance with Paragraphs 10 to 12 of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);

“Insolvency of the Supplier” or

means an “Insolvency Event” (as defined in Schedule 1 of the Contract) has occurred in respect of the

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“Insolvency of the Supplier, Key Sub-contractor and/or Supplier Group member”	Supplier, Key Contractor, Supplier Group member or the Guarantor;
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Dependent Supplier”	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;
“Related Service Provider”	any person who provides services to the Authority in relation to this Agreement from time to time which persons include as at the Effective Date [REDACTED]
“Relevant Authority”	means the Authority or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team (on behalf of the Cabinet Office);
“Service Continuity Plan” or “SCP”	<p>The SCP shall be formed of four parts:</p> <ul style="list-style-type: none">(a) Part A which shall set out general principles applicable to the SCP;(b) Part B which shall relate to business continuity (the “Business Continuity Plan”);(c) Part C which shall relate to disaster recovery (the “Disaster Recovery Plan”); and(d) Part D which shall relate to the Insolvency of the Supplier, any Key Sub-contractor and/or any Supplier Group member (the “Service Resolution Plan”);
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier’s Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings where a Dependent Parent Undertaking is any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day

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conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement, including for the avoidance of doubt the provision of the Services;

“UK Public Sector Business”

means any goods, service or works provision (including via sub-contracting arrangements) 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 the devolved administrations;

“UK Public Sector and CNI Contract Information”

means the information relating to the Supplier's Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix III of Part 2 of Schedule 8.6 (Service Continuity Plans Continuity Plan and Corporate Resolution Planning)

“Relevant Authority”

means the Authority or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team (on behalf of the Cabinet Office); and

“Valid Assurance”

has the meaning given in paragraphs 11.6 and 11.7 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)

PART 1 SERVICE CONTINUITY PLAN

2 SERVICE CONTINUITY PLAN (SCP)

- 2.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a SCP, 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 Services following any failure or disruption of any element of the Services; and
 - (b) the recovery of the Services in the event of a Disaster.
- 2.2 The SCP shall be divided into four parts:
- (a) Part A which shall set out general principles applicable to the SCP;
 - (b) Part B which shall relate to business continuity (the "**Business Continuity Plan**");
 - (c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - (d) Part D which shall relate to the Insolvency of the Supplier, any Key Sub-contractor and/or any Supplier Group member (the "**Insolvency Continuity Plan**");
- 2.3 Following receipt of the draft SCP from the Supplier, the Authority shall:
- (a) review and comment on the draft SCP as soon as reasonably practicable; and
 - (b) notify the Supplier in writing that it approves or rejects the draft SCP no later than 20 Working Days after the date on which the draft SCP is first delivered to the Authority.
- 2.4 If the Authority rejects the draft SCP:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall then revise the draft SCP (taking reasonable account of the Authority's comments) and shall re-submit a revised draft SCP to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft SCP, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3 PART A OF THE SCP AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the SCP shall:

- (a) set out how the business continuity, disaster recovery and service resolution elements of the Plans link to each other;

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- (b) provide details of how the invocation of any element of the SCP may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;
- (c) contain an obligation upon the Supplier 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 service resolution where applicable;
- (d) detail how the SCP links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Service Providers 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, phone and fax) 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,
 - (ii) identification of any single points of failure within the Services and processes for managing the risks arising therefrom,
 - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider,
 - (iv) identification of risks arising from the Insolvency of the Supplier, any Key Sub-contractor and/or any Supplier Group member, and
 - (v) 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 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;
- (k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the SCP; 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.

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- 3.2 The SCP shall be designed so as to ensure that:
- (a) the adverse impact of any Disaster; service failure; the Insolvency 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;
 - (b) the adverse impact of any Disaster, service failure, 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 27002 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 SCP.
- 3.3 The SCP 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 planned 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 breach to the Supplier of this Agreement.

4 PART B OF THE SCP – 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:
- (a) 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
 - (b) the steps to be taken by the Supplier 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:
- (a) address the various possible levels of failures of or disruptions to the 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 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 Continuity Plan; and
 - (d) clearly set out the conditions and/or circumstances under which the Continuity Plan is invoked.

5 PART C OF THE SCP – DISASTER RECOVERY PLAN

- 5.2 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 Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.3 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.4 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 but not limited to 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;
 - (ix) Service recovery procedures; and
 - (x) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the 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 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 PART D OF THE SCP INSOLVENCY CONTINUITY PLAN

- 6.1 The Insolvency Continuity Plan shall be designed by the Supplier to enable continuity of the business operations of the Authority which are supported by the Services, through continued provision of the Services following the Insolvency 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 be invoked by the Supplier:
- (a) in the event of an Insolvency of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) which could have, in the reasonable opinion of the Authority, an adverse impact on the Services; or
 - (b) in the event of an Insolvency of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan;
- 6.3 The Insolvency Continuity Plan shall include the following:
- (a) 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 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 be expected to have an adverse impact on the 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 insolvency on the 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 the Insolvency Event of the Supplier.

7 REVIEW AND AMENDMENT OF THE SCP

- 7.1 The Supplier shall review the SCP (and the risk analysis on which it is based) as follows:
- (a) on a regular basis and as a minimum once every 6 months;
 - (b) within three calendar months of the SCP (or any part) having been invoked pursuant to Paragraph 9;
 - (c) within 14 days of a Financial Distress Event;
 - (d) within 30 days of a Corporate Change Event;

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- (e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) to 7.1(d), 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 SCP pursuant to Paragraph 7.1 shall be a review of the procedures and methodologies set out in the SCP 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 either the original approval of the SCP or the last review of the SCP 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 SCP. The review shall be completed by the Supplier within the period required by the SCP or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the SCP, 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 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 SCP 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 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 revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters 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 Services.

8 TESTING OF THE SCP

8.1 The Supplier shall test the SCP on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 8.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the SCP 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 SCP.

8.2 If the Authority requires an additional test of the SCP, 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 SCP. The Supplier's costs of the additional test shall be borne by the Authority unless the SCP 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 SCP 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 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 Supplier shall, within 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 SCP (including the SCP procedures) revealed by the test; and
- (c) the Supplier's proposals for remedying any such failures.

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- 8.6 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the SCP) to remedy any failures in the SCP 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.
- 8.7 For the avoidance of doubt, the carrying out of a test of the SCP (including a test of the SCP 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 SCP in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

9 INVOCATION OF THE SCP

- 9.1 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall 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 shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.
- 9.2 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:
- (a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or
 - (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

PART 2 CORPORATE RESOLUTION PLANNING.

10 Service Status and Supplier Certification

- 10.1 This Contract is a Critical Service Contract.
- 10.2 The Supplier shall notify the Authority in writing within 5 Working Days of the Effective Date and throughout the remainder of the Term within 120 days after each Accounting Reference Date as to whether or not the Supplier is a Public Sector Dependent Supplier.

11 Provision of Corporate Level Contingency Planning Information

- 11.1 Paragraphs 11 to 13 of this Part 2 shall apply if:
- (a) this Contract is or becomes a Critical Service Contract; or
 - (b) the Supplier is or becomes a Public Sector Dependent Supplier.
- 11.2 Subject to Paragraphs 11.6, 11.9 and 11.10 of this Part 2:

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- (a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Authority with the CLCP Information within 30 days of the Effective Date; and
- (b) except where it has already been provided in accordance with Paragraph 12.2(a) of this Part 2, a Public Sector Dependent Supplier shall provide the Relevant Authority with the CLCP Information within 30 days of the date of the Relevant Authority's request.

11.3 The Supplier shall ensure that the CLCP Information:

- (a) is full, comprehensive and accurate;
- (b) is split into two parts:
 - (i) Group Structure Information and Resolution Commentary; and
 - (ii) Public Service / Critical National Infrastructure Information;
- (c) follows the structure, presentation, and detail of Annex I of the 'Resolution Planning Outsourcing Guidance Note', published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcing-playbook>, together with any amendments made to that Annex I by the Cabinet Office;
- (d) 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;
- (e) provides a clear description and explanation of the Supplier's Group entities that have contracts in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those contracts.

11.4 Following receipt by the Relevant Authority of the CLCP Information pursuant to Paragraphs 11.2 or 11.8 of this Part 2, the Supplier and the Relevant Authority shall discuss in good faith the contents of the CLCP Information and:

- (a) where the Authority is the Relevant Authority; or
- (b) where the Cabinet Office Markets & Suppliers Team is the Relevant Authority, the Relevant Authority shall use reasonable endeavours to procure that the Cabinet Office Markets & Suppliers Team shall, no later than 30 days after the date on which the CLCP Information was delivered by the Supplier provide an Assurance or rejection of the CLCP Information.

11.5 If the Relevant Authority rejects the CLCP Information:

- (a) the Authority shall (and shall use reasonable endeavours to procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

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- (b) the Supplier shall revise the CLCP Information, taking reasonable account of the Relevant Authority's comments, and shall re-submit the CLCP Information to the Relevant Authority for approval within 15 days of the date of the Relevant Authority's rejection. The provisions of paragraph 11.3 to 11.5 of this Part 2 shall apply again to any resubmitted CLCP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 11.6 Where the Supplier is also a Strategic Supplier and where an Assurance has already been provided to the Supplier by the Cabinet Office Markets and Suppliers Team, then provided that the Assurance remains Valid, the Supplier shall not be required to provide the CLCP Information under Paragraph 11.2 of this Part 2 if it provides a copy of the Valid Assurance to the Authority on or before the date on which the CLCP Information would otherwise have been required.
- 11.7 An Assurance shall be deemed a Valid Assurance for the purposes of Paragraph 11.6 of this Part 2 if:
 - (a) the CLCP Information on which the Assurance was based was provided to the Cabinet Office Markets and Suppliers Team within the 12 months prior to the Effective Date; 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 Contract had then been in force) have occurred since the date on which the CLCP Information was provided.
- 11.8 If this Contract is a Critical Service Contract, and otherwise at the request of the Relevant Authority, the Supplier shall provide an updated version of the CLCP Information (or, in the case of Paragraph 11.8(c) of this Part 2, the CLCP Information) and, in the case of Paragraph 11.8(a), any information to which Paragraph 11.10 of this Part 2 applies, that has been the subject of Assurance in accordance with Paragraphs 11.4 to 11.7 of this Schedule, to the Relevant Authority within the following timescales for each specified event:
 - (a) 14 days of the occurrence of a Financial Distress Event;
 - (b) 30 days of a Corporate Change Event;
 - (c) 14 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 11.9; or
 - (ii) none of the credit rating agencies specified at Paragraph 11.9 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
 - (d) in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier).
- 11.9 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
 - (a) Aa3 or better from Moody's; or

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- (b) AA- or better from Standard and Poors; or
- (c) AA- or better from Fitch;

the Supplier will not be required to provide the CLCP Information unless or until it and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 11.9 or a Financial Distress Event occurs, in which case the Supplier shall provide the updated version of the CLCP Information in accordance with paragraph 11.8.

- 11.10 Subject to paragraph 13, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority that a particular item of CLCP 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 CLCP 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 11.8.

12 Termination Rights

- 12.1 The Authority shall be entitled to terminate this Contract under Clause 33.1(b) (*Termination by the Authority*) if the Supplier is required to provide CLCP Information under Paragraph 11 of this Part 2 and either:
- (a) the Supplier fails to provide the CLCP Information or Updated CLCP Information within 3 months of the Effective Date if this is a Critical Service Contract or otherwise within 3 months of the Relevant Authority's request; or
 - (b) the Supplier fails to obtain an Assurance from the Relevant Authority within 3 months of the date that it was first required to provide the CLCP Information or the updated CLCP Information under this Contract.

13 Confidentiality and usage of CLCP Information

- 13.1 The Authority agrees to keep the CLCP Information confidential and use it only to understand the implications of an Insolvency of the Supplier or a Supplier Group member 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 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 13.1 of this Part 2 and Clause 21.
- 13.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CLCP Information to enable disclosure of that information to the Relevant Authority pursuant to Paragraph 11 of this Part 2 subject, where necessary, to the Relevant Authority entering into an appropriate confidentiality agreement in the form required by the third party.
- 13.4 Where the Supplier is unable to procure consent pursuant to Paragraph 13.3 of this Part 2, the Supplier shall use all reasonable endeavours to disclose the CLCP Information to the fullest extent possible by limiting the amount of information it withholds including by:

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- (a) redacting only those parts of the information which are subject to such obligations of confidentiality; and
 - (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.
- 13.5 The Supplier shall provide the Relevant Authority with contact details of any third party which has not provided consent to disclose CLCP Information where that third party is also a public-sector body and where the Supplier is legally permitted to do so.

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Annex I: NOT USED

ANNEX II

Group Structure Information and Resolution Commentary

1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier's Group's UK Public Sector Business and CNI contracts listed pursuant to Annex III of this Schedule N in the event of the Insolvency of the Supplier or a Supplier Group member;
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier's Group; and
 - 1.3 provide full details of the importance of each Supplier's Group member to the Supplier's Group's UK Public Sector Business and CNI contracts listed pursuant to Annex III of this Schedule and the dependencies between each.

ANNEX III

UK Public Sector / CNI contract Information

1. The Supplier shall:

- 1.1 provide details of all contracts held by members of the Supplier's Group where those contracts:
 - (a) 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;
 - (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 (a) above and where the member of the Supplier's Group 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 CLCP Information or via a directly accessible link.