

## SCHEDULE 20

### Service Continuity Plan and Corporate Resolution Planning

#### Part 1 - Service Continuity Plan

#### 1 SERVICE CONTINUITY PLAN

1.1 The Parties shall review the draft Service Continuity Plan during the Transition Period.

1.2 On Vesting Day, the Service Provider shall deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Service Provider 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.

1.3 The Service Continuity Plan shall:

(a) be divided into three parts:

(i) Part 1 which shall set out general principles applicable to the Service Continuity Plan;

(ii) Part 2 which shall relate to business continuity (the "**Business Continuity Plan**");

(iii) Part 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**");

(b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 2, 3 and 4.

1.4 Following receipt of the draft Service Continuity Plan from the Service Provider, the Authority shall:

- (a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
- (b) notify the Service Provider in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Business Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

1.5 If the Authority rejects the draft Service Continuity Plan:

- (a) the Authority shall inform the Service Provider in writing of its reasons for its rejection; and
- (b) the Service Provider 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 20 Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 1.4 and this Paragraph 1.5 shall apply again to any resubmitted draft Service Continuity Plan, PROVIDED THAT either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

## **2 SERVICE CONTINUITY PLAN: PART 1 – GENERAL PRINCIPLES AND REQUIREMENTS**

2.1 Part 1 of the Service Continuity Plan shall:

- (a) set out how the business continuity and disaster recovery 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 operation of the Services and any services provided to the Authority by a Related Service Provider;
- (c) contain an obligation upon the Service Provider to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;

- (d) detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery and/or business continuity of the Authority and any of its other Related Service Providers in each case as notified to the Service Provider 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 any insolvency of the Service Provider, any Key Sub-contractors and/or Service Provider 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 Service Provider (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 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.

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

- (a) the Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;
- (b) the adverse impact of any Disaster; service failure; any insolvency of the Service Provider, any Key Sub-contractor and/or any Service Provider 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 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.

2.3 The Service Continuity Plan 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 Service Provider Group structure.

2.4 The Service Provider 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 by the Service Provider of this Contract.

### **3 SERVICE CONTINUITY PLAN: PART 2 – BUSINESS CONTINUITY PRINCIPLES AND CONTENTS**

3.1 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 Service Provider 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.

3.2 The Business Continuity Plan shall include, but is not limited to, the following:

- (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 Business Continuity Plan; and
- (d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

#### **4 SERVICE CONTINUITY PLAN: PART 3 – DISASTER RECOVERY PRINCIPLES AND CONTENTS**

- 4.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Service Provider 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.
- 4.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

4.3 The Disaster Recovery Plan shall include, but is not limited to, 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 Service Provider 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 Service Provider'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 Service Provider 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 Service Provider in relation to its obligations pursuant to this Schedule; and
- (f) testing and management arrangements.

## **5 REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN**

5.1 The Service Provider shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

- (a) on a regular basis and as a minimum once every year;
- (b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 7;
- (c) within 10 Business Days of a financial issue being raised by the Service Provider with the Authority;
- (d) within 20 Business Days of a Corporate Change Event; and
- (e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 5.1(a) to 5.1(d)) by notifying the Service Provider to such effect in writing, whereupon the Service Provider shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Service Provider 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 Service Provider 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.

5.2 Each review of the Service Continuity Plan pursuant to Paragraph 5.1 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 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 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 Service Provider 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 Service Provider shall, within 20 Business 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 Services; and
- (c) the Service Provider's proposals (the "**Service Provider'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 Service Provider 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.

5.3 Following receipt of the Review Report and the Service Provider's Proposals, the Authority shall:

- (a) review and comment on the Review Report and the Service Provider's Proposals as soon as reasonably practicable; and
- (b) notify the Service Provider in writing that it approves or rejects the Review Report and the Service Provider's Proposals no later than 20 Business Days after the date on which they are first delivered to the Authority.

5.4 If the Authority rejects the Review Report and/or the Service Provider's Proposals:

- (a) the Authority shall inform the Service Provider in writing of its reasons for its rejection; and
- (b) the Service Provider shall then revise the Review Report and/or the Service Provider'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 Service Provider's Proposals to the Authority for the Authority's approval within 20 Business Days of the date of the Authority's notice of rejection. The provisions of Paragraph 5.3 and this Paragraph 5.4 shall apply again to any resubmitted Review Report and Service Provider's Proposals, PROVIDED THAT either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 5.5 The Service Provider shall as soon as is reasonably practicable after receiving the Authority's approval of the Service Provider'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 Service Provider's Proposals. Any such change shall be at the Service Provider'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.

## **6 TESTING OF THE SERVICE CONTINUITY PLAN**

- 6.1 The Service Provider 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 6.2, the Authority may require the Service Provider to conduct additional tests of some or all aspects of the Service Continuity Plan 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 Service Continuity Plan.
- 6.2 If the Authority requires an additional test of the Service Continuity Plan, it shall give the Service Provider written notice and the Service Provider shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. The Service Provider's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test in which case the Service Provider's costs of that failed test shall be borne by the Service Provider.
- 6.3 The Service Provider 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.
- 6.4 The Service Provider 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.

6.5 The Service Provider shall, within 20 Business 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 Service Provider's proposals for remedying any such failures.

6.6 Following each test, the Service Provider 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 Service Provider, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

6.7 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 Service Provider of any of its obligations under this Contract.

6.8 The Service Provider shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

## **7 INVOCATION OF THE SERVICE CONTINUITY PLAN**

7.1 In the event of a loss of any critical part of the Service or a Disaster, the Service Provider 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 Service Provider shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

## **Part 2: Corporate Resolution Planning**

### **1 SERVICE STATUS AND CONTRACTOR STATUS**

- 1.1 This Contract **'is not'** a Critical Service Contract.
- 1.2 The Service Provider shall notify the Authority in writing within five Business Days of the Contract Award Date and throughout the Contract Term within 80 Business Days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Service Provider.

## **ANNEX 1**

### **Group Structure Commentary Information and Resolution**

The Service Provider shall:

- 1      provide sufficient information to allow the Relevant Authority to understand the implications on the Service Provider Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 2 if the Service Provider or another member of the Service Provider Group is subject to any insolvency.
- 2      ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Service Provider Group; and
- 3      provide full details of the importance of each member of the Service Provider Group to the Service Provider Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 2 and the dependencies between each.

## **ANNEX 2**

### **UK Public Sector / CNI Contract Information**

The Service Provider shall:

- 1 provide details of all agreements held by members of the Service Provider Group where those agreements are for goods, services or works provision and:
  - 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;
  - 1.2 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 of this Annex 2 and where the member of the Service Provider Group is acting as a key sub-contractor under the agreement with the end recipient; or
  - 1.3 involve or could reasonably be considered to involve CNI; or
  - 1.4 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.