

## SCHEDULE 20

# Call-Off Schedule 8 (Business Continuity, Disaster Recovery and Emergency Management)

## 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Joint Schedule 1 - Definitions):

"Business Continuity Plan"	has the meaning given to it in Paragraph 2.6.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.6.3 of this Schedule;
"Emergency"	the occurrence of one or more events which, either separately or cumulatively, mean that the Affected Property, the <i>service</i> , or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Emergency Plan"	has the meaning given to it in Paragraph 2.6.1 of this Schedule;
"Emergency Recovery Deliverables"	the <i>service</i> embodied in the processes and procedures for restoring the provision of the <i>service</i> following the occurrence of an Emergency;
"Emergency Management Strategy"	the system embodied in the processes and procedures for restoring the provision of the relevant part of the <i>service</i> following the occurrence of an Emergency;
"Plans"	means the Emergency Plan, Business Continuity Plan and the Disaster Recovery Plan;
"Related Supplier"	any person who provides goods or services to the <i>Client</i> which are related to the <i>service</i> from time to time;
"Review Report"	has the meaning given to it in Paragraph 8.4 of this Schedule;
"Service Provider's Proposals"	has the meaning given to it in Paragraph 8.4 of this Schedule;

## 2. Business Continuity, Disaster Recovery and Emergency Management

- 2.1 The *Client* and the *Service Provider* recognise that, where specified in Schedule 4 (Framework Management) to the Framework Contract, CCS shall have the right to enforce the *Client's* rights under this Schedule.
- 2.2 The *Service Provider* shall comply with the Scope, the Plans and the requirements in this Schedule
- 2.3 The *Service Provider* shall have business continuity, emergency management and disaster recovery expertise to drive continuous improvements and support delivery of fit for purpose planning lifecycle management.
- 2.4 At least ninety (90) Working Days prior to the Contract Date the *Service Provider* shall prepare and deliver to the *Client* for the *Client's* written approval a suite of the Plans which shall detail the processes and arrangements that the *Service Provider* shall follow to:
- 2.4.1 ensure continuity of the business processes and operations supported by the *services* following any failure or disruption of any element of the *service*; and
- 2.4.2 the recovery of the *service* in the event of an emergency; and
- 2.4.3 respond to an event impacting affected premises.
- 2.5 The *Service Provider* shall provide evidence of alignment to the ISO22301 standards as well as evidence the Plans have been exercised in the last 12 months. The *Service Provider* shall also be required to demonstrate assurance of Subcontractor alignment to ISO22301 and exercising of their plans.
- 2.6 There shall be at least three plans which shall be underpinned by the general principles (Paragraph 4 below):
- 2.6.1 **Emergency Plan ("EM")** which shall set out general principles applicable to responding to a *Service Provider* or *Client* Emergency; plans should cover strategic response and local level response i.e. through use of regional specific or site / scenario specific plans as required (Paragraph 6 below);
- 2.6.2 **Business Continuity Plan ("BC")** which shall relate to business continuity; this will be inclusive of strategic and local planning and address resilience of the *service* including resources, subcontractors and other associated suppliers (Paragraph 5 below);
- 2.6.3 **Disaster Recovery Plan ("DR")** which shall relate to recovery of digital information, platforms, software and hardware to agreed levels (Paragraph 7 below).
- 2.7 Following receipt of the draft plans from the *Service Provider*, the Parties shall use reasonable endeavours to agree the contents of the Plans.
- 2.8 If the Plans submitted to the *Client* pursuant to Paragraph 2.4 are Approved by the *Client*, they shall be adopted by the *Service Provider* immediately and

thereafter operated and maintained in accordance with this Schedule and associated standards.

- 2.9 If the Parties are unable to agree the contents of the Plans within twenty (20) Working Days of their submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### 3. Emergency Preparedness Standards

The *Service Provider* acknowledges that the *Client* places great emphasis on reliability and resilience in the provision of the *service*.

The *Service Provider* shall be responsible for the effective performance of its emergency preparedness obligations and shall at all times provide a level of preparedness which:

1. is in accordance with the Law and this contract;
2. as a minimum demonstrates Good Industry Practice;
3. meets any specific risks of immediate relevance to the *service* and/or the the *Client*'s requirements.

### 4. General Principles of the Plans (Section 1)

- 4.1 The Plans shall:

- 4.1.1 set out how the elements of the Plans link to each other;
- 4.1.2 provide details of how the invocation of any element of the Plans may impact upon the provision of the *service* and any goods and/or services provided to the *Client* by a Related Supplier;
- 4.1.3 contain an obligation upon the *Service Provider* to liaise with the *Client* and any Related Suppliers with respect to business continuity, disaster recovery and emergency management;
- 4.1.4 detail how the Plans interoperate with any overarching, organisation or Affected Property specific plan of the *Client* and any of its other Related Supplier in each case as notified to the *Service Provider* by the *Client* from time to time;
- 4.1.5 contain a communication strategy per Plan including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 4.1.6 contain a risk analysis at contract and site level, including:
  - (a) risks identified in local and national risk registers
  - (b) a business impact analysis of different anticipated failures or disruptions;
  - (c) failure or disruption scenarios and assessments of reasonable worst case scenarios;

- (d) identification of any single points of failure within the provision of the *service* and processes for managing those risks; and
- (e) identification of risks arising from the interaction of the provision of the *service* with the goods and/or services provided by a Related Supplier;
- 4.1.7 provide for documentation of processes, including business processes, procedures and governance;
- 4.1.8 set out key contact details for the *Service Provider* (and any Subcontractors) and for the *Client* at site and contract level;
- 4.1.9 identify the procedures for reverting to "normal service";
- 4.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 4.1.11 identify the responsibilities (if any) that the *Client* has agreed it will assume in the event of the invocation of the Plans; and
- 4.1.12 provide for the provision of technical assistance to key contacts at the *Client* as required by the *Client* to inform decisions in support of the *Client's* arrangements.
- 4.2 The Plans shall be designed so as to ensure that:
  - 4.2.1 the *service* is provided in accordance with this contract at all times during and after the invocation of any of the Plans;
  - 4.2.2 the adverse impact of any Emergency is minimised as far as reasonably possible;
  - 4.2.3 they comply with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force;
  - 4.2.4 they detail a process for the management and delivery of training out, exercising and review of the Plans; and
  - 4.2.5 they detail expectation and process for incident reporting, logging, debriefing, investigation and lessons learned
- 4.3 The Plans shall be upgradeable and sufficiently flexible to support any changes to the *service* and the business operations supported by the provision of the *service*.
- 4.4 The *Service Provider* shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Price to the extent that an Emergency occurs as a consequence of any breach by the *Service Provider* of this contract.

## 5. Business Continuity Plan

- 5.1 The BC Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of the *service* remain

supported and to ensure continuity of the business operations supported by the *service* including:

- 5.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the *service*; and
- 5.1.2 the steps to be taken by the *Service Provider* upon resumption of the provision of the *service* in order to address the effect of the failure or disruption.

5.2 The BC Plan shall:

- 5.2.1 address the various possible levels of failures of or disruptions to the provision of the *service* at contract and site level;
- 5.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the *service*;
- 5.2.3 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 (PI's) or Service Levels in respect of the provision of other services during any period of invocation of the BC Plan; and
- 5.2.4 set out the circumstances in which the BC Plan is invoked.

## **6. Emergency Management Plan**

- 6.1 The EM Plan (which shall be invoked upon the occurrence of an Emergency) shall be designed to ensure that upon the occurrence of an Emergency, the *Service Provider* responds promptly and ensures safety of users and affected premises is achieved along with continuity of the business operations of the *Client* supported by the services following any Emergency or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 6.2 The *Service Provider's* EM Plan shall include an approach to business continuity, disaster recovery and emergency management that addresses, as a minimum, the following:
  - 6.2.1 loss of access to the *Client* Premises;
  - 6.2.2 loss of utilities to the *Client* Premises;
  - 6.2.3 loss of the *Service Provider's* helpdesk or CAFM system;
  - 6.2.4 loss of a Subcontractor;
  - 6.2.5 realistic emergency scenarios identified through risk assessment of local and national risk registers
  - 6.2.6 emergency notification and escalation process;
  - 6.2.7 contact lists;

- 6.2.8 reporting and logging
- 6.2.9 staff training and awareness;
- 6.2.10 Plan testing;
- 6.2.11 post implementation review process;
- 6.2.12 any applicable Performance Indicators (PI's) with respect to the provision of the business continuity, emergency management and disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other services during any period of invocation of the Plan(s);
- 6.2.13 details of how the *Service Provider* shall ensure compliance with relevant standards ensuring that compliance is maintained for any period during which the BC, DR and/or EM plan is invoked;
- 6.2.14 review, training, testing and ongoing management of Plans and associated processes / arrangements.

## **7. Disaster Recovery Plan**

- 7.1 The Disaster Recovery Plan shall set out the arrangements that are to be invoked to protect and restore information technology of the *Service Provider*. The DR plan will ensure the *service* remain supported and ensure continuity of the business operations supported by the *services* including:
  - 7.1.1 priorities and recovery time objectives for information technology;
  - 7.1.2 technology recovery strategies to restore hardware, applications and data in time to meet the needs of the business recovery;
  - 7.1.3 data back-up and restoration of electronic information;
  - 7.1.4 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the *service*; and
  - 7.1.5 the steps to be taken by the *Service Provider* upon resumption of the provision of the *service* in order to address the effect of the failure or disruption.
- 7.2 The *Service Provider's* DR Plan shall include an approach to business continuity, disaster recovery and emergency management that addresses, as a minimum, the following:
  - 7.2.1 loss of BMS
  - 7.2.2 loss of CAFM system
  - 7.2.3 loss of server
  - 7.2.4 cyber attack
  - 7.2.5 emergency notification and escalation process;

- 7.2.6 contact lists;
- 7.2.7 reporting and logging
- 7.2.8 staff training and awareness;
- 7.2.9 Plan testing; and
- 7.2.10 post implementation review process;

## 8. Review and changing the Plans

- 8.1 The *Service Provider* shall review the Plans and shall provide the *Client* with updated Plans as appropriate:
  - 8.1.1 on a regular basis as required and as a minimum once every six (6) Months;
  - 8.1.2 within three (3) calendar Months of the Plan (or any part) having been invoked; and
  - 8.1.3 where the *Client* requests in writing any additional reviews (over and above those provided for in this Schedule) whereupon the *Service Provider* shall conduct such reviews in accordance with the *Client's* written requirements.
- 8.2 Each review of the Plans pursuant to Paragraph 6.1 shall assess its suitability having regard to:
  - 8.2.1 any change to the *service* 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 Plan or the last review of the Plan;
  - 8.2.2 any occurrence of any Emergency or exercise since that date (or the likelihood of any such event taking place in the foreseeable future); and
  - 8.2.3 any industry wide development related to the way in which the Plan can be provided for the *Services*.
- 8.3 The review shall be completed by the *Service Provider* within such period as the *Client* shall reasonably require.
- 8.4 The *Service Provider* shall, within twenty (20) Working Days of the conclusion of each such review of the BC, DR or EM plan, provide to the *Client* a report (a "**Review Report**") setting out the *Service Provider's* findings along with proposals for addressing any changes in the risk profile and its proposals for amendments to the Plans (the "**Service Provider's Proposals**").
- 8.5 Following receipt of the Review Report and the *Service Provider's* Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the *Service Provider's* Proposals. If the Parties are unable to agree Review Report and the *Service Provider's* Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 8.6 The *Service Provider* shall as soon as is reasonably practicable after receiving the approval of the *Service Provider's* Proposals 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 *service* that is formally reported to the *Client*.

## 9. Testing the Plans

- 9.1 The *Service Provider* shall test the Plans:
- 9.1.1 regularly and in any event not less than once in every Contract Year;
  - 9.1.2 in the event of any major reconfiguration of the *service*
  - 9.1.3 at any time where the *Client* considers it necessary (acting in its sole discretion).
- 9.2 If the *Client* requires an additional test of the Plans, it shall give the *Service Provider* written notice and the *Service Provider* shall conduct the test in accordance with the *Client's* requirements and the relevant provisions of the Plans. The *Client* shall be required to give notice of six weeks or more. The *Service Provider's* costs of the additional test shall be borne by the *Client* unless the Plan fails the additional test in which case the costs of that failed test shall be borne by the *Service Provider*.
- 9.3 The *Service Provider* shall undertake and manage testing of the Plans in full consultation with the *Client* and shall liaise with the *Client* in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the *Client*.
- 9.4 The *Client* shall be entitled to send a representative(s) to witness the conduct of the tests.
- 9.5 The *Service Provider* shall provide in writing to the *Client*, prior to the commencement of the test, the objectives of the test to which the test may be assessed against.
- 9.6 The *Service Provider* shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the *Client*. Copies of live test data used in any such testing shall be (if so required by the *Client*) destroyed, returned to the *Client* or made inaccessible on completion of the test.
- 9.7 The *Service Provider* shall, within twenty (20) Working Days of the conclusion of each test, provide to the *Client* a post exercise report setting out:
- 9.7.1 the objectives of the test;
  - 9.7.2 the outcome of the test;
  - 9.7.3 any failures, lessons or opportunities revealed by the test;
  - 9.7.4 the *Service Provider's* proposals for remedying any such failures, lessons or opportunities; and



9.7.5 the names of those involved in the testing of the Plan

- 9.8 Following each test, the *Service Provider* shall take all measures requested by the *Client* to remedy any failures, weaknesses or identified improvements in the Plan and such remedial activity and re-testing shall be completed by the *Service Provider*, at its own cost, by the date reasonably required by the *Client*.

## **10. Invoking the Plans**

- 10.1 In the event of a partial or complete loss of service or in the event of an Emergency event, the *Service Provider* shall immediately invoke the BC, DR and/or EM plan(s) (and shall inform the *Client* promptly of such invocation). In all other instances the *Service Provider* shall notify the *Client* of any test of the BC, DR and/or EM plans.
- 10.2 Either Party shall notify the other promptly in accordance with the agreed process in the Plans upon becoming aware of any actual or potential incident meeting the criteria for invocation of the BC, DR and/or EM plans.
- 10.3 Response times as detailed in the Scope (Annex E – Service Delivery Response) apply at all times. The *Service Provider* must be able to demonstrate, however, that the response is enacted immediately and appropriately in line with expectations of this schedule and detail agreed in the Plans.
- 10.4 Without prejudice to the incident management processes in the Plans, upon becoming aware of any events or circumstances which may lead to or actually trigger activation of one or more plans, the *Service Provider* shall:
- 10.4.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the *Client*) necessary to:
- (a) minimise the extent of actual or potential harm caused by any incident;
  - (b) remedy such incident to the extent possible and protect the integrity of the *Client* and the provision of the services to the extent within its control;
  - (c) prevent or mitigate as far as possible an equivalent incident in the future resulting from the same cause failure;
  - (d) as soon as reasonably practicable provide to the *Client*, full details (using the incident reporting mechanism defined by the Plans) of the incident; and
  - (e) within an agreed timeframe following the incident, undertake and provide a comprehensive investigation report outlining failures, weaknesses, lessons learned and recommended actions including any highlighting any areas that worked well.
- 10.5 In the event that any action is taken in response to an incident demonstrates non-compliance of the BC, DR and/or EM plans with the Security Policies, the *Client*'s emergency plans or the requirements of this Schedule, then any

required change to the Security Management Plan shall be at no cost to the *Client*.

## **11. Additional Clauses**

- 11.1 The terms at Annex 1 shall apply to the contract in addition to this Schedule 20 (Call-Off Schedule 8 - Business Continuity).

## Annex 1: Provisions for Gold Contracts

### 1. DEFINITIONS

- 1.1 In this Annex 1, the following words shall have the following meanings and they shall supplement Schedule 1 (Joint Schedule 1 - Definitions) and Paragraph 1.1 of Schedule 20 (Call-Off Schedule 8 - Business Continuity):

<b>“Annual Revenue”</b>	means, for the purposes of determining whether an entity is a Public Sector Dependent <i>Service Provider</i> , the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the <i>Service Provider</i> or, as appropriate, the <i>Service Provider</i> Group in its most recent published accounts, subject to the following methodology:  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  where the <i>Service Provider</i> , the <i>Service Provider</i> 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;
<b>“Associates”</b>	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;
<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>“Control”</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
<b>“Corporate Change Event”</b>	means:

	<p>any change of Control of the <i>Service Provider</i> or a Parent Undertaking of the <i>Service Provider</i>;</p> <p>any change of Control of any member of the <i>Service Provider</i> Group which, in the reasonable opinion of the <i>Client</i>, could have a material adverse effect on the <i>service</i>;</p> <p>any change to the business of the <i>Service Provider</i> or any member of the <i>Service Provider</i> Group which, in the reasonable opinion of the <i>Client</i>, could have a material adverse effect on the <i>service</i>;</p> <p>a Class 1 Transaction taking place in relation to the shares of the <i>Service Provider</i> or any Parent Undertaking of the <i>Service Provider</i> whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the <i>Service Provider</i> or any Parent Undertaking of the <i>Service Provider</i>;</p> <p>payment of dividends by the <i>Service Provider</i> or the ultimate Parent Undertaking of the <i>Service Provider</i> Group exceeding 25% of the net asset value of the <i>Service Provider</i> or the ultimate Parent Undertaking of the <i>Service Provider</i> Group respectively in any 12 month period;</p> <p>an order is made or an effective resolution is passed for the winding up of any member of the <i>Service Provider</i> Group;</p> <p>any member of the <i>Service Provider</i> 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 <i>Service Provider</i> 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 <i>Service Provider</i> Group;</p>
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	<p>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 <i>Service Provider</i> Group; and/or</p> <p>any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the <i>Service Provider</i> Group in a jurisdiction outside England and Wales;</p>
<b>“Critical National Infrastructure” or “CNI”</b>	<p>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:</p> <p>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</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Service Contract”</b>	<p>a service contract which the <i>Client</i> has categorised as a Gold Contract or which the <i>Client</i> otherwise considers should be classed as a Critical Service Contract;</p>
<b>“CRP Information”</b>	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p> <p>UK Public Sector / CNI Contract Information;</p>
<b>“Dependent Parent Undertaking”</b>	<p>means 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 <i>Service Provider</i> would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of</p>

	entering into the contract, including for the avoidance of doubt the provision of the <i>service</i> in accordance with the terms of the contract;
<b>“Group Structure Information and Resolution Commentary”</b>	means the information relating to the <i>Service Provider</i> Group to be provided by the <i>Service Provider</i> in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;
<b>“Parent Undertaking”</b>	has the meaning set out 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>“Relevant Authority” or “Relevant Authorities”</b>	means the <i>Client</i> and the Cabinet Office Markets and <i>Service Providers</i> team or, where the <i>Service Provider</i> is a Strategic Supplier, the Cabinet Office Markets and <i>Service Providers</i> team;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Service Provider Group”</b>	means the <i>Service Provider</i> , its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<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;
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the <i>Service Provider</i> Group to be provided by the <i>Service Provider</i> in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

## Part A: Insolvency Continuity Plan

### 1. Service Continuity Plan: Section 4 – Insolvency Continuity Plan

- 1.1 In addition to the sections detailed in Paragraph 5 of Schedule 20 (Call-Off Schedule 8 - Business Continuity), the BC plan shall have a Section 4 which

shall relate to an insolvency event of the *Service Provider*, and Subcontractors and/or any *Service Provider* Group member (the “**Insolvency Continuity Plan**”).

- 1.2 The Insolvency Continuity Plan shall be designed by the *Service Provider* to permit continuity of the business operations of the *Client* supported by the *service* through continued provision of the *service* following an insolvency event of the *Service Provider*, any Subcontractor and/or any *Service Provider* Group member with, as far as reasonably possible, minimal adverse impact.
- 1.3 The Insolvency Continuity Plan shall include the following:
  - 1.3.1 communication strategies which are designed to minimise the potential disruption to the provision of the *service*, including key contact details in respect of the supply chain and key contact details for operational and contract *Service Provider* Staff and Subcontractor personnel and *Service Provider* Group member personnel;
  - 1.3.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the *Service Provider*, Subcontractors and *Service Provider* Group members where failure of those dependencies could reasonably have an adverse impact on the *service*;
  - 1.3.3 plans to manage and mitigate identified risks;
  - 1.3.4 details of the roles and responsibilities of the *Service Provider*, Subcontractors and/or *Service Provider* Group members to minimise and mitigate the effects of an insolvency event of such persons on the *service*;
  - 1.3.5 details of the recovery team to be put in place by the *Service Provider* (which may include representatives of the *Service Provider*, Subcontractors and *Service Provider* Group members); and
  - 1.3.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an insolvency event of the *Service Provider*.
  - 1.3.7 In addition to the provisions of Paragraph 1.3.1 to 1.3.6 of Schedule 20 (Call-Off Schedule 8 - Business Continuity), the Insolvency Continuity Plan shall:
    - (a) set out how the Insolvency Continuity Plan links to the business continuity and disaster recovery Plans;
    - (b) contain an obligation upon the *Service Provider* to liaise promptly (without delay) with the *Client* and (at the *Client's* request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
    - (c) detail how the BC, DR and EM plans link and interoperate with any overarching and/or connected insolvency continuity plan of the *Client* and any of its other Related Suppliers in each case as notified to the *Service Provider* by the *Client* from time to time.

1.3.8 The Insolvency Continuity Plan element of the BC, DR and EM plans, including any linked elements in other parts of the BC, DR and EM plans, shall be invoked by the *Service Provider*.

- (a) where an insolvency event of a Subcontractor and/or *Service Provider* Group member (other than the *Service Provider*) could reasonably be expected to adversely affect delivery of the *service*; and/or
- (b) where there is an insolvency event of the *Service Provider* and the insolvency arrangements enable the *Service Provider* to invoke the plan.



## Part B: Corporate Resolution Planning

### 2. Service Status and *Service Provider* Status

- 2.1 This contract is a Critical Service Contract.
- 2.2 The *Service Provider* shall notify the *Client* in writing within 5 Working Days of the Contract Date and throughout the Service Period within 120 days after each of each *accounting period* as to whether or not it is a Public Sector Dependent Supplier.

### 3. Provision of Corporate Resolution Planning Information

- 3.1 Paragraphs 3 to 5 of this Part B shall apply if the contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Part B or the *Service Provider* is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Part B:
  - 3.2.1 where the contract is a Critical Service Contract, the *Service Provider* shall provide the *Client* with the CRP Information within 60 days of the Contract Date; and
  - 3.2.2 except where it has already been provided in accordance with Paragraph 11.2(a) of this Part B, where the *Service Provider* is a Public Sector Dependent Supplier, it shall provide the *Client* with the CRP Information within 60 days of the date of the *Client's* request.
- 3.3 The *Service Provider* shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B:
  - 3.3.1 is full, comprehensive, accurate and up to date;
  - 3.3.2 is split into two parts:
    - (a) Group Structure Information and Resolution Commentary;
    - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the *Service Provider's* circumstances);
  - 3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the *Client* to understand and consider the information for approval;
  - 3.3.4 provides a clear description and explanation of the *Service Provider's* Group members that agreements for goods, services or works

- provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
- 3.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 3.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B, the *Client* shall procure that the Relevant Authority or Relevant Authorities shall discuss in good faith the contents of the CRP Information with the *Service Provider* and no later than 60 days after the date on which the CRP Information was delivered by the *Service Provider* either provide an assurance to the *Service Provider* that the Relevant Authority or Relevant Authorities approves the CRP Information or that the Relevant Authority or Relevant Authorities rejects the CRP Information.
- 3.5 If the Relevant Authority or Relevant Authorities rejects the CRP Information:
- 3.5.1 the *Client* shall (and shall procure that the Cabinet Office Markets and *Service Providers* Team shall) inform the *Service Provider* in writing of its reasons for its rejection; and
- 3.5.2 the *Service Provider* shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of paragraph 3.3 to 3.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Call Off Contract Clause W2 at any time.
- 3.6 Where the *Service Provider* or a member of the *Service Provider* Group has already provided CRP Information to a UK Public Sector Business or the Cabinet Office Markets and *Service Providers* team (or, in the case of a Strategic *Service Provider*, solely to the Cabinet Office Markets and *Service Providers* Team) and has received an assurance of its CRP Information from that Department and the Cabinet Office Markets and *Service Providers* Team (or, in the case of a Strategic *Service Provider*, solely from the Cabinet Office Markets and *Service Providers* Team), then provided that the assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the *Service Provider* shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.
- 3.7 An assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Part B if:

- 3.7.1 the assurance is within the validity period stated in the assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the contract had then been in force) have occurred since the date of issue of the assurance.
- 3.8 If the contract is a Critical Service Contract, the *Service Provider* shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:
  - 3.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Part B) unless the *Service Provider* is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 22 (Joint Schedule 7 - Financial Difficulties) (if applicable);
  - 3.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 3.10;
  - 3.8.3 within 30 days of the date that:
    - (a) the credit rating(s) of each of the *Service Provider* and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
    - (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the *Service Provider* or any of its Parent Undertakings; and
  - 3.8.4 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), unless:
    - (a) updated CRP Information has been provided under any of Paragraphs 3.8.1, 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or
    - (b) unless not required pursuant to Paragraph 3.10.
- 3.9 Where the *Service Provider* is a Public Sector Dependent *Service Provider* and the contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4 of this Part B, the *Service Provider* shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in

Paragraph 3.8 (or such longer timescales as may be notified to the *Service Provider* by the *Client*), the CRP Information to the Relevant Authority or Relevant Authorities.

- 3.10 Where the *Service Provider* or a Parent Undertaking of the *Service Provider* has a credit rating of either:

3.10.1 Aa3 or better from Moody's;

3.10.2 AA- or better from Standard and Poors;

3.10.3 AA- or better from Fitch;

the *Service Provider* will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the *Service Provider* is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 22 (Joint Schedule 7 - Financial Difficulties), if applicable) or (ii) the *Service Provider* and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the *Service Provider* shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

- 3.11 Subject to Paragraph 5, where the *Service Provider* demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the *Service Provider* may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, 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 *Service Provider* shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 3.8.

#### 4. Termination Rights

- 4.1 The *Client* shall be entitled to terminate the contract if the *Service Provider* is required to provide CRP Information under Paragraph 3 of this Part B and either:

4.1.1 the *Service Provider* fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or

4.1.2 the *Service Provider* fails to obtain an assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under the contract,

which shall be deemed to be an event to which Core Clause 91 applies and Core Clauses 92 and 93 shall apply accordingly.

## 5. Confidentiality and usage of CRP Information

- 5.1 The *Client* agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the *Service Provider* and/or *Service Provider* Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 5.2 Where the Relevant Authority is the Cabinet Office Markets and *Service Providers* Team, at the *Service Provider's* request, the *Client* shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the *Service Provider* containing terms no less stringent than those placed on the *Client* under paragraph 5.1 of this Part B and Call Off Contract Clause Z25.
- 5.3 The *Service Provider* shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 3 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 5.4 Where the *Service Provider* is unable to procure consent pursuant to Paragraph 5.3 of this Part B, the *Service Provider* 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:
- 5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
  - 5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - (a) summarising the information;
    - (b) grouping the information;
    - (c) anonymising the information; and
    - (d) presenting the information in general terms
- 5.5 The *Service Provider* shall provide the Relevant Authority or Relevant Authorities 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 *Service Provider* is legally permitted to do so.

## Appendix 1: Group structure information and resolution commentary

1. The *Service Provider* shall:
  - 1.1 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 Appendix 2 if the *Service Provider* or another member of the *Service Provider* 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 *Service Provider* Group; and
  - 1.3 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 Appendix 2 and the dependencies between each.

## Appendix 2: UK Public Sector / CNI Contract Information

1. The *Service Provider* shall:

- 1.4 provide details of all agreements held by members of the *Service Provider* Group where those agreements are for goods, services or works provision and:
  - 1.4.1 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;
  - 1.4.2 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 2 and where the member of the *Service Provider* Group is acting as a key subcontractor under the agreement with the end recipient; or
  - 1.4.3 involve or could reasonably be considered to involve CNI;
- 1.5 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 subcontracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.