



Department
for Transport

Bid Pack

Attachment 3 – Specification

Annex J – Business Continuity and Disaster Recovery

Department for Transport

Further competition under Lot 1c of Facilities Management & Workplace Services RM6232

1. Definitions

1.1 In this section of the Scope, the following words shall have the following meanings:

“BCDR”	business continuity and disaster recovery
"BCDR Plan"	has the meaning given to it in paragraph 2.2 of this section of the Scope;
"Business Continuity Plan"	has the meaning given to it in paragraph 2.3.2 of this section of the Scope;
“Corporate Resolution Planning Information” or “CRP Information”	Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function;
“Critical National Infrastructure” or “CNI”	those critical elements of infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: a) major detrimental impact on the availability, integrity or delivery of essential services - including those services whose integrity, if compromised, could result in significant loss of life or casualties - taking into account significant economic or social impacts; and/or b) significant impact on national security, national defence, or the functioning of the state;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the <i>service</i> , or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Service"	the service embodied in the processes and procedures for restoring the provision of the <i>service</i> following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in paragraph 2.3.3 of this section of the Scope;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of the <i>service</i> following the occurrence of a Disaster;
“Group Structure Information”	has the meaning given to it in CRP Information;

“Public Sector Dependent Service Provider”	where that <i>Service Provider</i> , or the <i>Service Provider's</i> Affiliates, has annual revenue of £50,000,000 (fifty million pounds) or more of which over 50% is generated from UK Public Sector Business;
“Resolution Commentary”	has the meaning given to it in CRP Information;
"Review Report"	has the meaning given to it in paragraph 6.3 of this section of the Scope;
"Service Provider's Proposals"	has the meaning given to it in paragraph 6.3 of this section of the Scope;
“UK Public Sector Business”	business with the UK public sector
“UK Public Service / CNI Contract Information”	has the meaning given to it in CRP Information;

2. BCDR Plan

- 2.1 The *Service Provider* shall develop a BCDR plan (a “**BCDR Plan**”) in line with the timescales within the Mobilisation section of the Scope, which shall detail the processes and arrangements that the *Service Provider* shall follow to:
 - 2.1.1 ensure continuity of the business processes and operations supported by the *service* following any failure or disruption of any element of the *service*; and
 - 2.1.2 the recovery of the *service* in the event of a Disaster.
- 2.2 The BCDR Plan shall be composed of two independent plans which consider and complement each other:
 - 2.2.1 Plan 1 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.2 Plan 2 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan, the *Service Provider* and the *Service Manager* shall use reasonable endeavours to agree the contents of the BCDR Plan. If the *Service Provider* and the *Service Manager* are unable to agree the contents of the BCDR Plan within the timescales within the Mobilisation section of the Scope, then such dispute shall be resolved in accordance with the dispute provisions of the contract.

3. General Principles of the BCDR Plan

3.1 The BCDR Plan shall each:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the *service* and any goods and / or services provided to the *Client* by Others;
- 3.1.3 contain an obligation upon the *Service Provider* to liaise with the *Service Manager* and Others with respect to BCDR;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the *Client* and Others in each case as notified to the *Service Provider* by the *Service Manager* from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and an advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis based on impact and likelihood, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of the *service* and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the *service* with the goods and / or services provided by Others; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the *Service Provider* (and any Subcontractors) and for the *Client*;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the *Client* has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts within the *Client* organisation as required by the *Service Manager* to inform decisions in support of the *Client*'s business continuity plans.

- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the *service* is provided in accordance with this contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO / IEC 27002; ISO22301 / ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the *service* and the business operations supported by the provision of the *service*.
- 3.4 The *Service Provider* shall not be entitled to any relief from its obligations under the Performance Indicators (“PI’s”) and / or service levels, or to any increase in the Prices to the extent that a Disaster occurs as a consequence of any breach by the *Service Provider* of this contract.

4. Business Continuity

- 4.1 The Business Continuity 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:
- 4.1.1 the governance arrangements to be put in place to manage the plan;
 - 4.1.2 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
 - 4.1.3 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.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of the *service*;
 - 4.2.2 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*. This shall include all stages of the incident response including:
 - The initial response;
 - Providing service continuity; and
 - Recovery and restoration.

- 4.2.3 specify any applicable PIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the PI's or service levels in respect of the provision of the *service* during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the *Service Provider* ensures continuity of the business operations of the *Client* supported by the *service* following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The *Service Provider's* Disaster Recovery Plan shall include an approach to address the following:
 - 5.2.1 The aims and objectives of the plan (e.g., a temporary or permanent solution as agreed with the *Service Manager*);
 - 5.2.2 Key personnel and resources;
 - 5.2.3 Key service profiling (i.e., the most critical services and activities to be restored and prioritised);
 - 5.2.4 Disaster recovery procedures;
 - 5.2.5 Temporary solutions for specific scenarios as requested by the *Service Manager*;
 - 5.2.6 The process for developing options for recovery options;
 - 5.2.7 Staff training and awareness;
 - 5.2.8 Post implementation review process;
 - 5.2.9 Any applicable PIs with respect to the provision of the disaster recovery services and details of any agreed relaxation to the PIs or service levels in respect of the provision of the *service* during any period of invocation of the Disaster Recovery Plan;
 - 5.2.10 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; and
 - 5.2.11 Access controls to any disaster recovery sites used by the *Service Provider* in relation to its obligations pursuant to this section of the Scope; and
 - 5.2.12 Testing and management arrangements.
- 5.3 Disaster recovery will typically apply in, but is not limited to, the following circumstances:
 - 5.3.1 Loss of access to the Affected Property;

- 5.3.2 Loss of utilities to the Affected Property;
- 5.3.3 Loss of the *Service Provider's* helpdesk or CAFM system; and / or
- 5.3.4 Loss of a *Subcontractor*.

6. Review and changing the BCDR Plan

6.1 The *Service Provider* shall review the BCDR Plan:

- 6.1.1 On a regular basis and as a minimum once every six (6) months;
- 6.1.2 Within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7 of this section of the Scope; and
- 6.1.3 Where the *Service Manager* requests in writing any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this section of the Scope) whereupon the *Service Provider* shall conduct such reviews in accordance with the *Service Manager's* written requirements.

Prior to starting its review, other than the regular review in accordance with paragraph 6.1.1 of this section of the Scope, the *Service Provider* shall provide an accurate written estimate of the total cost payable by the *Client* for the *Service Manager's* approval.

The costs of both Parties of any such additional reviews shall be met by the *Client* in accordance with the contract except that the *Service Provider* shall not be entitled to charge the *Client* for any costs that it may incur above any estimate without the *Service Manager's* prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this section of the Scope shall assess its suitability having regard to any change to the *service* or any underlying business processes and operations facilitated by or supported by the *service* which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR 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 BCDR Plan. The review shall be completed by the *Service Provider* within such period as the *Service Manager* may instruct.
- 6.3 The *Service Provider* shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the *Client* a report (a "**Review Report**") setting out 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 BCDR Plan.
- 6.4 Following receipt of the Review Report and the *Service Provider's* Proposals, the *Service Provider* and *Service Manager* shall use reasonable endeavours to agree the Review Report and the *Service Provider's* Proposals. If the *Service Provider* and *Service Manager* are unable to agree the 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 provisions of the contract.

- 6.5 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 the *Service Provider* can evidence, acting reasonably, that the changes are required because of a material change to the risk profile of the *service* (in which case it shall be a compensation event).

7. Testing the BCDR Plan

- 7.1 The *Service Provider* shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the *service*; and
 - 7.1.3 at any time where the *Service Manager* considers it necessary (acting in its sole discretion).
- 7.2 If the *Service Manager* requires an additional test of the BCDR Plan, it shall give the *Service Provider* written notice and the *Service Provider* shall conduct the test in accordance with the *Service Manager's* requirements and the relevant provisions of the BCDR Plan. The *Service Provider's* costs of the additional test shall be payable by the *Client* in accordance with the contract unless the BCDR Plan fails the additional test.
- 7.3 The *Service Provider* shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the *Service Manager* and shall liaise with the *Service Manager* in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the *Service Manager*.
- 7.4 The *Service Provider* shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the *Service Manager*. Copies of live test data used in any such testing shall be (if required by the *Service Manager*) destroyed or returned to the *Service Manager* on completion of the test.
- 7.5 The *Service Provider* shall, within twenty (20) Working Days of the conclusion of each test, provide to the *Service Manager* a report setting out:
- 7.5.1 The outcome of the test;
 - 7.5.2 Any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 The *Service Provider's* proposals for remedying any such failures.
- 7.6 Following each test, the *Service Provider* shall take all measures requested by the *Service Manager* to remedy any failures in the BCDR 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 *Service Manager*.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the *Service Provider* shall immediately invoke the BCDR Plan (and shall inform the *Service Manager* promptly of such invocation). In all other instances the *Service Provider* shall invoke or test the BCDR Plan only with the prior consent of the *Service Manager*.

Part A: Insolvency Continuity Plan

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

- 1.1 In addition to the sections detailed in paragraph 2.3 of the section above, the BCDR Plan shall have a 'Section 4' which shall relate to insolvency of the *Service Provider*, Subcontractors and any entity in the FDE Group (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 insolvency of the *Service Provider*, any Subcontractor and / or any entity in the FDE Group 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, Subcontractor personnel and any FDE Group personnel;
 - 1.3.2 Identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the *Service Provider*, Subcontractors and any entity in the FDE Group 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 any entity in the FDE Group to minimise and mitigate the effects of insolvency 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 any entity in the FDE Group); and
 - 1.3.6 Sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of insolvency of the *Service Provider*.
 - 1.3.7 In addition to the provisions of paragraph 3.1.1 of the section above, 'Section 1' of the BCDR Plan shall:
 - (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
 - (b) contain an obligation upon the *Service Provider* to liaise with the *Service Manager* and (at the *Service Manager's* request) Others with respect to issues concerning insolvency continuity where applicable; and

- (c) detail how the BCDR Plan links and interoperates with any overarching and / or connected insolvency continuity plan of the *Client* and Others in each case as notified to the *Service Provider* by the *Service Manager* from time to time.

1.3.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the *Service Provider*:

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

Part B: Corporate Resolution Planning

1. Service Status and *Service Provider* Status

- 1.1 This contract is a contract for outsourced services where significant disruption would occur should the *service* be interrupted (a “**Critical Service Contract**”).
- 1.2 The *Service Provider* shall notify the *Service Manager* in writing within five (5) Working Days of the Contract Date and each year throughout the Service Period within one hundred and twenty (120) calendar days after each date on which the *Service Provider* prepares its annual audited financial statements (“**Accounting Reference Date**”) as to whether or not it is a Public Sector Dependent *Service Provider*.

2. Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if the contract has been specified as a Critical Service Contract under paragraph 1.1 of this Part B or the *Service Provider* is or becomes a Public Sector Dependent *Service Provider*.
- 2.2 Subject to paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where the contract is a Critical Service Contract, the *Service Provider* shall provide the *Service Manager* with the CRP Information within sixty (60) calendar days of the Contract Date; and
 - 2.2.2 except where it has already been provided in accordance with paragraph 2.9 of this Part B, where the *Service Provider* is a Public Sector Dependent *Service Provider*, it shall provide the *Service Manager* with the CRP Information within sixty (60) calendar days of the date of the *Service Manager*’s request.
- 2.3 The *Service Provider* shall ensure that the CRP Information provided pursuant to paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 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 in the CRP Information and contains the level of detail required (adapted as necessary to the *Service Provider*’s circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the *Service Manager* to understand and consider the information for approval;
 - 2.3.4 provides a clear description and explanation of the FDE Group that have agreements for goods, services or works provision in respect

- of UK Public Sector Business and / or Critical National Infrastructure and the nature of those agreements; and
- 2.3.5 complies with the requirements set out at Appendix 1 (UK Public Sector / CNI Contract Information).
- 2.4 Following receipt by the *Service Manager* of the CRP Information pursuant to paragraphs 2.2, 2.8 and 2.9 of this Part B, the *Service Manager* shall discuss in good faith the contents of the CRP Information with the *Service Provider* and no later than sixty (60) calendar 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 *Service Manager* approves the CRP Information or that the *Service Manager* rejects the CRP Information.
- 2.5 If the *Service Manager* rejects the CRP Information:
- 2.5.1 the *Service Manager* shall inform the *Service Provider* in writing of its reasons for its rejection; and
- 2.5.2 the *Service Provider* shall revise the CRP Information, taking reasonable account of the *Service Manager's* comments, and shall re-submit the CRP Information to the *Service Manager* for approval within thirty (30) calendar days of the date of the *Service Manager's* rejection. The provisions of paragraphs 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either party may refer any dispute for resolution in accordance with the dispute provisions of the contract.
- 2.6 Where the *Service Provider* or any entity in the FDE Group has already provided CRP Information to a Central Government Body and/or the Cabinet Office Markets and Strategic Suppliers Team and has received an assurance of its CRP Information from that department and/or the Cabinet Office Markets and Strategic Suppliers Team then provided that the assurance remains Valid (which has the meaning in paragraph 2.7 of this Part B) 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 2.2 of this Part B if it provides a copy of the Valid assurance to the *Service Manager* on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An assurance shall be deemed Valid for the purposes of paragraph 2.6 of this Part B if:
- 2.7.1 the assurance is within the validity period stated in the assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 2.7.2 no change in Control of the *Service Provider* or Financial Distress Events (or events which would be deemed to be change in Control of the *Service Provider* or Financial Distress Events if the contract

had then been in force) have occurred since the date of issue of the assurance.

- 2.8 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 2.8.3 of this Part B its initial CRP Information) to the *Service Manager*.
- 2.8.1 within fourteen (14) calendar days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under paragraph 2.11 of this Part B) unless the *Service Provider* is relieved of the consequences of the Financial Distress Event under clause Z24 (if applicable);
- 2.8.2 within thirty (30) calendar days of a change in Control of the *Service Provider* unless not required pursuant to paragraph 2.10 of this Part B;
- 2.8.3 within thirty (30) calendar days of the date that:
- (a) the credit rating(s) of each of the *Service Provider* and its parent company fail to meet any of the criteria specified in paragraph 2.10 of this Part B; or
 - (b) none of the credit rating agencies specified at paragraph 2.10 of this Part B hold a public credit rating for the *Service Provider* or any of its Parent Undertakings; and
- 2.8.4 in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous assurance received from the *Service Manager* (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of paragraphs 2.8.1, 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this paragraph 2.8.4 of this Part B; or
 - (b) unless not required pursuant to paragraph 2.10 of this Part B.
- 2.9 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 2.8.1 to 2.8.4 of this Part B, the *Service Provider* shall provide at the request of the *Service Manager* and within the applicable timescales for each event as set out in paragraph 2.8 of this Part B (or such longer timescales as may be notified to the *Service Provider* by the *Service Manager*), the CRP Information to the *Service Manager*.

- 2.10 Where the *Service Provider* or a its parent company has a credit rating of either:
- 2.10.1 Aa3 or better from Moody's;
 - 2.10.2 AA- or better from Standard and Poors;
 - 2.10.3 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 clause Z24 (if applicable) or (ii) the *Service Provider* and its parent company cease to fulfil the criteria set out in this paragraph 2.10 of this Part B, in which cases the *Service Provider* shall provide the updated version of the CRP Information in accordance with paragraph 2.8 of this Part B.

- 2.11 Subject to paragraph 4 of this Part B, where the *Service Provider* demonstrates to the reasonable satisfaction of the *Service Manager* that a particular item of CRP Information is highly confidential, the *Service Provider* may, having orally disclosed and discussed that information with the *Service Manager*, 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 *Service Manager* to the extent required under paragraph 2.8 of this Part B.

3. Confidentiality and usage of CRP Information

- 3.1 The *Client* agrees to keep the CRP Information confidential and use it only to understand the implications of insolvency of the *Service Provider* and / or any entity in the FDE Group on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 3.2 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 *Service Manager* pursuant to paragraph 2 of this Part B.
- 3.3 Where the *Service Provider* is unable to procure consent pursuant to paragraph 3.2 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:
- 3.3.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
 - 3.3.2 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

- 3.4 The *Service Provider* shall provide the *Service Manager* 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: UK Public Sector / CNI Contract Information

1. The *Service Provider* shall:
 - 1.1 provide details of all agreements held by any entity in the FDE Group where those agreements are for goods, services or works provision and:
 - (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 1.1(a) of this Appendix 1 and where any entity in the FDE Group is acting as a contractor or key subcontractor under the agreement with the end recipient; or
 - (c) involve or could reasonably be considered to involve CNI; and
 - 1.2 provide the *Service Manager* with a copy of the latest version of such contracts 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.