**Call-Off Schedule 11 (Corporate Resolution Planning)**

***[Guidance: this Schedule should only be used if one or more of the following applies to this Call-Off Contract:***

* ***It is a Critical Service Contract (as defined below)***
* ***It is a service contract for over £10m per annum***
* ***The Supplier for this contract is a Public Sector Dependent Supplier (as defined below).***

***This Schedule requires Suppliers to provide CRP information, in line with the Playbook*** [***Guidance about Resolution Planning***](https://url.avanan.click/v2/___https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987142/Resolution_planning_guidance_note_May_2021.pdf___.YXAxZTpzaGFycGVwcml0Y2hhcmQ6YTpvOjBhYzlmNTcwMjJlMDNiNzQxMjM3NmY1MWM0NzExMGQ5OjY6ZWYxMzo4MDU1YmE4MDk1MGE1MzBjMDRkM2MzY2ViODA2ZWJjMTc4ODBiYWU1MmU3ZTE5OTU1Nzk1ZGZiMzkxZWU1OTM4OnA6Rg)***, to ensure that all applicable Suppliers have a Corporate Resolution Plan in place.]***

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

|  |  |
| --- | --- |
| **"Accounting Reference Date"** | means in each year the date to which the Supplier prepares its annual audited financial statements; |
| **"Annual Revenue"** | means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:   1. 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 2. where the Supplier, the Supplier 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; |
| **"Assurance"** | means written confirmation from the Authority to the Supplier that the CRP Information is approved by the Authority; |
| **"Cabinet Office Markets and Suppliers Team"** | means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function; |
| **"Corporate Change Event"** | means:   1. any change of Control of the Supplier or a Parent Undertaking of the Supplier; 2. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; 3. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; 4. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; 5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; 6. payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; 7. an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; 8. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; 9. the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or 10. any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales; |
| **"Corporate Change Event Grace Period"** | means a grace period agreed to by the Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event; |
| **"Corporate Resolvability Assessment (Structural Review)"** | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule; |
| **"Critical National Infrastructure"** | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:   1. 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 2. significant impact on the national security, national defence, or the functioning of the UK; |
| **"Critical Service Contract"** | means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 2 of this Schedule; |
| **"CRP Information"** | means the corporate resolution planning information, together, the:   1. Exposure Information (Contracts List); 2. Corporate Resolvability Assessment (Structural Review); and 3. Financial Information and Commentary; |
| **"Exposure Information (Contracts List)"** | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 1 of this Schedule; |
| **"Financial Information and Commentary"** | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 3 of this Schedule; |
| **"Public Sector Dependant Supplier"** | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business; |
| **"Strategic Suppliers"** | means those suppliers to government listed at [https://www.gov.uk/government/publications/strategic-suppliers](https://url.avanan.click/v2/___https://www.gov.uk/government/publications/strategic-suppliers___.YXAxZTpzaGFycGVwcml0Y2hhcmQ6YTpvOjBhYzlmNTcwMjJlMDNiNzQxMjM3NmY1MWM0NzExMGQ5OjY6OTM1NzpiNGUwMjFlNzhmODZhN2QyY2FmYWRhYTMwZWI1MWU0MGU5YmYxMWJlYjk4NjE1MmFhMzEyYzVlNjZmMzcwY2UzOnA6Rg); |
| **"UK Public Sector Business"** | means any goods, service or works provision to UK public sector bodies, including Crown Bodies 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; |
| **"Valid"** | in respect of an Assurance, has the meaning given to it in Paragraph 3.7 of this Schedule. |

CORPORATE RESOLUTION PLANNING

1. Service Status and Supplier Status
   1. This Call-Off Contract **[insert** ‘is’ or ‘is not’] a Critical Service Contract.

***[Guidance: A Critical Service Contract is a service contract which the Authority has categorised as a Gold contract using the Cabinet Office Contract Tiering Tool available on the Knowledge Hub or which the Authority, in consultation with the Cabinet Office Markets and Suppliers Team if appropriate, otherwise considers should be classed as a Critical Service Contract.]***

* 1. The Supplier shall notify the Authority and the Cabinet Office Markets and Suppliers Team, in writing within 5 Working Days of the Call-Off Start Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

1. Provision of Corporate Resolution Planning (CRP) Information
   1. Paragraphs 3 to 5 shall apply if this Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
   2. Subject to Paragraphs 3.6, 3.10 and 3.11 of this Schedule:
      * 1. where this Contract is a Critical Service Contract, the Supplier shall provide the Authority with the CRP Information within 60 days of the Call-Off Start Date; and
        2. except where it has already been provided in accordance with Paragraph 3.2(a) where the Supplier is a Public Sector Dependent Supplier, it shall provide the Authority with the CRP Information within 60 days of the date of the Authority’s request.
   3. The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2,3.8 and 3.9 of this Schedule:
      * 1. is full, comprehensive, accurate and up to date;
        2. is split into 3 parts:
           1. Exposure Information (Contracts List) ;
           2. Corporate Resolvability Assessment (Structural Review);
           3. Financial Information and Commentary;

and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at [https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks](https://url.avanan.click/v2/___https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks___.YXAxZTpzaGFycGVwcml0Y2hhcmQ6YTpvOjBhYzlmNTcwMjJlMDNiNzQxMjM3NmY1MWM0NzExMGQ5OjY6NzNlOTozMjkzNDg1Yzg4NTEzYTNlN2I1NDNiMjY3OTAwN2IwYTg2MjVmNzRkODYwNmY2MjBhN2JlN2Y4NmEyMjdmZWE4OnA6Rg) and contains the level of detail required (adapted as necessary to the Supplier’s circumstances);

* + - 1. incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Authority to understand and consider the information for approval;
      2. provides a clear description and explanation of the Supplier Group members 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
      3. complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.
  1. Following receipt by the Authority of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule, the Authority shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier and either provide an Assurance to the Supplier that the Authority approves the CRP Information or that the Authority rejects the CRP Information.
  2. If the Authority rejects the CRP Information:
     + 1. the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
       2. the Supplier shall revise the CRP Information, taking reasonable account of the Authority’s comments, and shall re-submit the CRP Information to the Authority for approval within 30 days of the date of the Authority’s rejection. The provisions of Paragraphs 3.3 to 3.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
  3. Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Crown Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Crown Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Authority on or before the date on which the CRP Information would otherwise have been required.
  4. An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Schedule if:
     + 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
       2. no Corporate Change Events or Financial Distress Events (as defined in Joint Schedule 7 (Financial Difficulties)) (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.
  5. If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Schedule its initial CRP Information) to the Authority:
     + 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 Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event;
       2. Within 30 days of a Corporate Change Event unless:
          1. the Supplier requests and the Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph 3 shall be extended as determined by the Authority (acting reasonably) but shall in any case be no longer than 6 months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Authority to enable it to understand the nature of the Corporate Change Event and the Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph 3; or
          2. not required pursuant to Paragraph 3.10;
       3. within 30 days of the date that:
          1. the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
          2. none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
       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 Authority (whichever is the earlier), unless:
          1. updated CRP Information has been provided under any of Paragraphs 3.8(a), 3.8(b) or 3.8(c) 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(d); or
          2. not required pursuant to Paragraph 3.10.
  6. Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to 3.8(d) of this Schedule, the Supplier shall provide at the request of the Authority 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 Supplier by the Authority), the CRP Information to the Authority.
  7. Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
     + 1. Aa3 or better from Moody’s;
       2. AA- or better from Standard and Poor’s;
       3. AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 3.8.

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

1. Termination Rights
   1. The Authority shall be entitled to terminate this Contract under Clause 10.4 (When the Authority Can End the Contract) if the Supplier is required to provide CRP Information under Paragraph 3 of this Schedule and either:
      * 1. the Supplier fails to provide the CRP Information within 4 months of the Call-Off Start Date if this is a Critical Service Contract or otherwise within 4 months of the Authority’s request; or
        2. the Supplier fails to obtain an Assurance from the Authority within 4 months of the date that it was first required to provide the CRP Information under this Call-Off Contract.
2. Confidentiality and Usage of CRP Information
   1. The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of Critical National Infrastructure and to enable contingency planning to maintain service continuity for end users and protect Critical National Infrastructure in such eventuality.
   2. The Supplier 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 Authority pursuant to Paragraph 3 of this Schedule subject, where necessary, to the Authority entering into an appropriate confidentiality contract in the form required by the third party.
   3. Where the Supplier is unable to procure consent pursuant to Paragraph 5.2, the Supplier 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:
      * 1. redacting only those parts of the information which are subject to such obligations of confidentiality;
        2. providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
           1. summarising the information;
           2. grouping the information;
           3. anonymising the information; and
           4. presenting the information in general terms.
   4. The Supplier shall provide the Authority 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 Supplier is legally permitted to do so.

**ANNEX** **1: EXPOSURE: CRITICAL CONTRACTS LIST**

1. The Supplier shall:
   1. provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
      * 1. are with any UK public sector bodies including: Crown Bodies 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;
        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(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under this Call-Off Contract with the end recipient; or
        3. involve or could reasonably be considered to involve Critical National Infrastructure;
   2. provide the 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

**ANNEX** **2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)**

1. The Supplier shall:
   1. provide sufficient information to allow the Authority to understand the implications on the Supplier Group’s UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
   2. ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
   3. provide full details of the importance of each member of the Supplier Group to the Supplier Group’s UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 and the dependencies between each.

ANNEX 3: Financial information AND COMMENTARY

1. The Supplier shall:
   1. provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities’ level to allow the Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
   2. ensure that the information is presented in a simple, effective and easily understood manner.
2. For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Authority remains protected by confidentiality).