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DESIGN STUDY

Supplier-risk and continuity register for a bank's network, security and compute suppliers under DORA

Complete design on current platforms

CAPABILITY	INDUSTRY	SETTING
Strategic Resourcing	Financial Services	EU retail bank
DOCUMENT	**VERSION**	**DATE**
RES-003	1.1	Oct 10, 2026

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Document control

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Sign-off	"An engagement under this design is signed by the practice lead before any build proceeds."		

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CONVENTIONS

Source tags. [S] figure or clause read from the regulator's, vendor's or standards body's own current page on Sep 24, 2026, or on Sep 27, 2026 where the text says so · [S*] figure or clause from a page summary or a faithful reproduction where the owner's page itself could not be opened · [A] design assumption for the typical buyer, to be confirmed by the signing engineer · [T] design target taken from the design's stated outcome or derived from it. Every figure carries at least one tag. No figure comes from any prior engagement, file or asset. A row with more than one tag is counted once: as a published figure if any tag is [S] or [S*], otherwise as an assumption if any tag is [A], otherwise as a design target.

Table 1. Revision history

Date	Version	Change
Sep 27, 2026	1.0	First issue.
Oct 10, 2026	1.1	Approval line now reads: approved by the Founder, issued by Symbeeo. Avinash Dhinakaran remains the author.

1 · Scope

Who it is for. The head of ICT third-party risk at a bank who must show a supervisor, for every supplier behind the network, security and server estate, how critical it is, when it was last reviewed, what happens if it fails, and how the bank would leave it.

Typical buyer [A]. An EU retail bank, a financial entity under DORA. Its infrastructure estate is supplied by 6 manufacturers — switching, firewalls, servers, storage, optical transport and out-of-band management — through 3 authorized distributors, with a hardware support contract per manufacturer. Four manufacturers sit behind systems that support critical or important functions [A].

What is in. Supplier criticality classes; the supplier fields the bank's register of information needs for these arrangements; the quarterly risk review; the continuity plan and yearly exercise per class-A supplier; exit provisions and a costed time to switch; lifecycle watch. **What is out.** The bank's cloud and software-as-a-service providers (a separate register owner); the technical designs; the bank's own DORA governance, which this feeds.

Assumptions. The bank's register of information is held in its third-party risk system, not in Symbeeo's [A]. Hardware support and maintenance contracts are recorded as ICT arrangements in that register; the purchase of equipment itself is recorded as a source in this document's register and linked to them [A]. No supplier in scope is among the designated critical ICT third-party providers [A].

Related documents, read Sep 24, 2026. SRA-RES-001 · SDD-RES-001 · STP-RES-001 · EIOPA DORA page (https://www.eiopa.europa.eu/digital-operational-resilience-act-dora_en) · Regulation (EU) 2022/2554, Article 28 (https://eur-lex.europa.eu/eli/reg/2022/2554/oj/eng) · Commission Implementing Regulation (EU) 2024/2956, register of information (https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L_202402956) · ESAs' designation of critical ICT third-party providers, Nov 18, 2025 (https://www.eba.europa.eu/publications-and-media/press-releases/european-supervisory-authorities-designate-critical-ict-third-party-providers-under-digital) · Cisco End-of-Life Policy (https://www.cisco.com/c/en/us/products/eos-eol-policy.html) · Cisco 360 Partner Program launch, Jan 26, 2026 (https://newsroom.cisco.com/c/r/newsroom/en/us/a/y2026/m01/cisco-launches-new-cisco-360-partner-program-built-with-partners-for-the-ai-era.html) · ISO/TS 22318:2021 (https://www.iso.org/standard/79001.html) · NIST CSF 2.0 (https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.29.pdf).

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1c · Public implementations this design follows

Table 2. Public implementations this design follows

Implementation	Who published it · date	What it settles for this design	URL
Designation of critical ICT third-party providers	ESAs (EBA, EIOPA, ESMA) · Nov 18, 2025 · published standard, used to build our own design	Concentration on a few ICT providers is now supervised at provider level; the bank's own register still has to show its dependence on each supplier, which is what R2 and R3 record	https://www.eba.europa.eu/publications-and-media/press-releases/european-supervisory-authorities-designate-critical-ict-third-party-providers-under-digital
Register of information, implementing technical standard	European Commission · CIR (EU) 2024/2956 of Nov 29, 2024, OJ L Dec 2, 2024 (read Sep 27, 2026) · published standard, used to build our own design	The register's templates are fixed in law; §4.2's fields are mapped onto them rather than invented	https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L_202402956
Cisco End-of-Life Policy	Cisco · page dated Feb 9, 2026 in its metadata; applies to notices made on or after Sep 29, 2022 (read Sep 27, 2026) · vendor documentation, used to build our own design	A published lifecycle a continuity plan can be computed from: end-of-sale notice typically 6 months ahead; 5 years of hardware TAC support and 5 years of replacement parts from the end-of-sale date	https://www.cisco.com/c/en/us/products/eos-eol-policy.html
A Lithuanian bank, first DORA register-of-information submission	Copla customer story · published Jul 1, 2026 (read Sep 27, 2026) · public deployment	A Lithuanian EU-regulated bank moved its Article 28 register of information off a manual spreadsheet, handed entries to the service owners of each contract with a central review, and exported the register as validated xBRL-CSV for its first submission. It is the case for §4.2's approach: feed the register from records their owners keep, rather than re-key it by hand	https://copla.com/blog/success-stories/how-gf-bankas-distributed-dora-ict-reporting-across-service-owners-with-copla-registry/

Article 28 is quoted from a faithful reproduction because EUR-Lex returned no readable text, and is tagged [S*]. The Lithuanian bank's story is published by the tool's vendor, not by the bank.

2 · Requirements register

Table 3. Requirements register

#	Requirement	Value	Source
R1	DORA in application	from Jan 17, 2025	[S] EIOPA
R2	Register of information	kept at entity, sub-consolidated and consolidated level for all ICT arrangements with third-party providers	[S*] DORA Art. 28(3)

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#	Requirement	Value	Source
R3	Exit strategy	for every ICT service supporting a critical or important function	[S*] DORA Art. 28(8)
R4	Suppliers in scope	6 manufacturers, 3 distributors, 6 support contracts	[A]
R5	Criticality class on every supplier before its next order	100 %	[T]; [S] CSF 2.0 GV.SC-04
R6	Risk review of each class-A supplier	≤ 92 days apart	[A]; SRA-RES-001 R10
R7	Trigger review after an allocation, end-of-life, acquisition, security or regulatory event	≤ 5 business days	[A]
R8	Continuity plan per class-A supplier: alternate, buffer, time to switch	100 %; exercised ≥ 1 per 12 months	[T]; [S*] ISO/TS 22318:2021
R9	Exit provisions in each class-A agreement: data return, spares, transfer of support	100 %	[T]; [S] CSF 2.0 GV.SC-10
R10	Time to switch a class-A supplier	≤ the end-of-sale-to-end-of-support window of the part it supplies, minus 12 months	[T]
R11	Cisco hardware lifecycle	end-of-sale notice typically 6 months; TAC support and replacement parts 5 years from end-of-sale	[S] Cisco
R12	Channel status rechecked at each review	under the program's current name; Cisco designations since Jan 26, 2026 are Registered, Portfolio and Preferred, measured by the Partner Value Index	[S] Cisco
R13	Supplier record exported to the bank's register	≤ 5 business days after any change	[A]
R14	Register completeness at quarter end	100 % of in-scope suppliers with class, review date, plan, exit clause	[T]

Fourteen rows; eight carry a regulator's, vendor's or standards body's text (three of them beside a design target), four are design assumptions, two are design targets.

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3 · Architecture overview

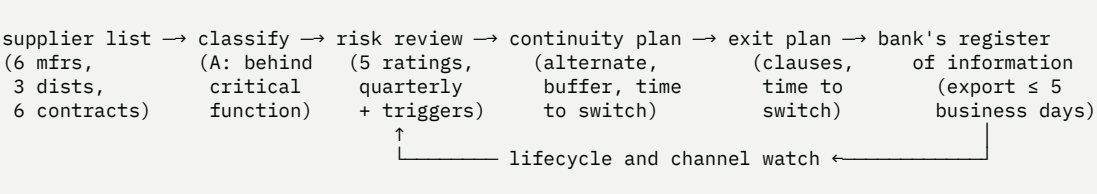


Figure 1. Supplier-risk and continuity register flow

One supplier record per manufacturer and per distributor; each block writes one set of fields to it; the bank's register reads the record.

Table 4. Architecture overview

Record field	Filled by	Check performed
Class A/B/C and the function supported	classify	class A if any system behind a critical or important function depends on it (R5)
Risk rating, five dimensions, dated	risk review	delivery, financial standing, cybersecurity practice, regulatory exposure, manufacturing concentration (SRA-RES-001 §4.6)
Alternate, buffer, time to switch	continuity plan	alternate named from a signed comparison; time to switch within R10
Exit clauses and their contract references	exit plan	data return, spares, support transfer present (R9)
End-of-sale, end-of-support per part	lifecycle watch	recomputed on each manufacturer notice
Channel authorization and status, dated	channel watch	rechecked at the manufacturer's own partner locator (R12)

4 · Design by subsystem

4.1 Classification.

Class A: a supplier whose products or support sit behind a critical or important function — for the design, switching, firewalls, servers and optical transport [A]. Class B: storage and out-of-band management, with a conforming alternate in the bank's comparisons [A]. The rule is CSF 2.0 GV.SC-04, suppliers known and prioritized by criticality [S].

4.2 Register mapping.

The supplier record carries the fields SRA-RES-001 §4.3 defines and is mapped onto the register-of-information templates of CIR (EU) 2024/2956 [S], so that the bank's register is fed, not re-keyed [A]. Rejected: a register held by Symbeeo — it leaves with Symbeeo at exit (SRA-RES-001 D4).

4.3 Risk review.

Every class-A supplier rated on five dimensions at onboarding and at most 92 days apart (R6), and again within 5 business days of a trigger (R7) [A]. GV.SC-07 is the frame: risks understood, recorded, prioritized, assessed, responded to and monitored over the relationship [S].

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4.4 Continuity plan.

Per class-A supplier, following ISO/TS 22318:2021, which extends ISO 22301 to supplier relationships [S*]: a named alternate taken from a signed comparison, a spares buffer sized to the replacement lead time, and a time to switch [A]. Exercised once a year as a tabletop against one plausible failure — an allocation cut, a distributor exit, an end-of-sale notice (R8).

4.5 Exit and time to switch.

Where the manufacturer publishes its lifecycle, time to switch is computed from it. For Cisco hardware, end-of-sale is typically announced 6 months ahead and support and parts run 5 years from end-of-sale [S]; R10 then gives the bank at most 4 years from end-of-sale to complete a switch [T] derived, and the plan's migration duration is checked against that. Exit clauses — data return, spares, transfer of support contracts — are checked before a class-A agreement is signed (R9) [S] GV.SC-10. DORA requires an exit strategy for every ICT service supporting a critical or important function [S*]; this is that strategy for the hardware estate.

4.6 Channel watch.

Each distributor's authorization is rechecked at each review under the program's current name. Cisco's partner designations changed with the Cisco 360 launch on Jan 26, 2026 to Registered, Portfolio and Preferred Partners, measured by the Partner Value Index [S]; a record that still says "Gold" is stale on its face [T].

5 · Failure behavior

Table 5. Failure behavior

Failure	Behavior	Source
Class-A manufacturer announces end-of-sale on an installed part	lifecycle recomputed; time to switch checked against R10; migration planned or last-time buy decided with the bank	[T]
Distributor loses its authorization	source disqualified; orders move to the second distributor; register updated ≤ 5 business days	[A]
Supplier's financial rating falls a band	trigger review ≤ 5 business days; buffer raised; alternate re-quoted	[A]
Supplier security incident affecting delivered products	trigger review; affected serials listed; bank's incident process told	[A]
Review overdue beyond 92 days	flagged at the weekly report; escalated to the practice lead	[T]
Exit clause missing from a renewal	renewal held until the clause is agreed or the bank accepts the gap in writing	[A]

6 · Limits

- Only Cisco's lifecycle is computed here from a published policy; the other five manufacturers' lifecycle terms are read per part from their notices and carried as [A] until read.
- Article 28 was read in a faithful reproduction, not on EUR-Lex; the signing engineer reads the Official Journal text before an engagement's design is issued.
- Whether a given hardware support contract is an ICT service for register purposes is the bank's legal determination; the design records it either way.

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- The CTPP designation covers large providers the bank uses outside this scope; this document does not assess them.
- No figure here has been measured.

7 · Lessons learned

None yet — this is a design study; populated after the first build against it.

8 · The author

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Signed off by Edwin Ozer, Founder.

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SYMBEEO

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Figures are as published by their sources on the dates given in this document; figures marked [A] are assumptions.

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