

CONTRACT FOR THE PROVISION OF PRINT SERVICES

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CPS PRINT SERVICES

CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

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PART A: SUPPLIER BCDR PLAN

1. BCDR PLAN

- 1.1 The Supplier shall prepare and deliver to the Customer, within twenty (20) Working Days of the Call Off Commencement Date, its standard BCDR Plan for the Customer's written approval. If Approved the Supplier's standard BCDR Plan shall apply for the Call Off Contract Period and the Supplier's BCDR Plan at Annex 1 to this Part A of this Call Off Schedule 8 will apply.
- 1.2 Where the Supplier's BCDR Plan is rejected by the Customer, for any reason, the Supplier shall provide a bespoke, tailored BCDR Plan to the Customer, for the Customer's approval, in accordance with Part B of this Call Off Schedule 8.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods and/or Services; and
 - 1.3.2 the recovery of the Goods and/or Services in the event of a Disaster.

PART A: ANNEX 1 SUPPLIER BCDR PLAN

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

PART B: BESPOKE BCDR PLAN

1. INTRODUCTION

The following paragraphs 2 to 10 of Part B of this Call Off Schedule 8 shall apply where the Customer has rejected the Supplier’s standard BCDR Plan pursuant to paragraph 1.2 of Part A of this Call Off Schedule 8 and requires a bespoke BCDR Plan.

2. DEFINITIONS

2.1 In this Call Off Schedule 8, the following definitions shall apply:

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| "Business Continuity Plan" | has the meaning given to it in paragraph 3.2.1(b) of Part B of this Call Off Schedule 8; |
| "Disaster Recovery Plan" | has the meaning given to it in 3.2.1(c) of Part B of this Call Off Schedule 8; |
| "Disaster Recovery System" | means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster; |
| "Review Report" | has the meaning given to it in paragraph 7.3 of Part B of this Call Off Schedule 8; and |
| "Supplier's Proposals" | has the meaning given to it in paragraph 7.3.3 of Part B of this Call Off Schedule 8. |

3. BCDR PLAN

3.1 Within twenty (20) Working Days of the Customer’s request the Supplier shall prepare and deliver to the Customer for the Customer’s written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- 3.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods and/or Services; and
- 3.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

3.2 The BCDR Plan shall:

- 3.2.1 be divided into three parts:
 - (a) Part A which shall set out general principles applicable to the BCDR Plan;
 - (b) Part B which shall relate to business continuity (the “**Business Continuity Plan**”); and
 - (c) Part C which shall relate to disaster recovery (the “**Disaster Recovery Plan**”);

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- 3.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 4, 5 and 6 of Part B of this Call Off Schedule 8.
- 3.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:
- 3.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
- 3.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.
- 3.4 If the Customer rejects the draft BCDR Plan:
- 3.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 3.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 3.3 and 3.4 of Part B of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.5 The Supplier shall:
- 3.5.1 procure that any of the Supplier's Sub-contractors and Key Sub-contractors maintain appropriate business continuity and disaster recovery plans, and that such plans are regularly tested to the extent appropriate to the nature of the Services provided by the relevant Sub-contractor or Key Sub-contractor; and
- 3.5.2 integrate such Sub-contractors' plans with the BCDR Plan (to the extent necessary to comply with the principles of the BCDR Plan contained in this Call Off Schedule 8).
- 4. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS**
- 4.1 Part A of the BCDR Plan shall:
- 4.1.1 set out how the Business Continuity Plan and Disaster Recovery Plans link to each other as part of the wider BCDR Plan;
- 4.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Goods and/or Services, ICT Environment and any goods and/or services provided to the Customer by a Related Supplier (to the extent known);
- 4.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;

- 4.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 4.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 4.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods and/or Services, ICT Environment and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions to the ICT Environment;
- 4.1.7 provide for documentation of processes, including business processes, and procedures;
- 4.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Key Sub-contractors or Sub-Contractors) and for the Customer
- 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 ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 4.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 4.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer’s business continuity plans.
- 4.2 The BCDR Plan shall be designed to ensure that:
 - 4.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 4.2.2 the adverse impact of any Disaster, service failure, or disruption on the provision of the Goods and/or Services, the ICT Environment and any goods

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and/or services provided to the Customer by a Related Supplier is minimised as far as reasonably possible;

- 4.2.3 it complies with the relevant provisions of ISO/IEC 27002, ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 4.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 4.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations (including the ICT Environment) supported by the provision of Goods and/or Services.
- 4.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call Off Contract.

5. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 5.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
 - 5.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 5.2 The Business Continuity Plan shall:
- 5.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/or Services;
 - 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 Goods and/or Services (such goods and/or services and steps, the "Business Continuity Goods and/or Services");
 - 5.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Business Continuity Plan; and
 - 5.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

6. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 6.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or Disaster Period with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 6.3 The Disaster Recovery Plan shall include an approach to business continuity and disaster recovery that addresses:
- 6.3.1 a range of potential Disaster scenarios, including loss of access to the Customer Sites, utility supply to the Customer Sites, the Supplier's helpdesk or a Key Sub-contractor;
 - 6.3.2 emergency notification and escalation processes;
 - 6.3.3 contact lists for specified Supplier personnel appointed to assist the Customer during a Disaster (i.e. the Supplier contact persons for Print Services);
 - 6.3.4 staff training and awareness;
 - 6.3.5 BCDR Plan testing;
 - 6.3.6 post implementation review process;
 - 6.3.7 the technical design and build specification of the Disaster Recovery System;
 - 6.3.8 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and

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- (j) steps to be taken upon resumption of the provision of Goods and/or Services to address any prevailing effect of the failure or disruption of the provision of Goods and/or Services;
- 6.3.9 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;
- 6.3.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 6.3.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8;
- 6.3.12 testing and management arrangements; and
- 6.3.13 how, and in what circumstances, the Supplier may rely on the implementation of any aspect of that Sub-contractor's business continuity and disaster recovery plans by any Sub-contractor or Key Sub-contractor.

7. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 7.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):
 - 7.1.1 on a regular basis not less than twice during each Call Off Contract Year by reporting to the Customer as an agenda item at Operational Board meetings in accordance with the frequency specified in Call Off Schedule 18 (Governance);
 - 7.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 9 of Part B of this Call Off Schedule 8;
 - 7.1.3 where the Customer requests in writing to the Supplier any additional reviews (over and above those provided for in paragraphs 7.1.1 and 7.1.2 of Part B of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. and within such period as the Customer shall reasonably require; and
 - 7.1.4 Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.
- 7.2 Each review of the BCDR Plan pursuant to paragraph 7.1 of Part B of this Call Off Schedule 8 shall:
 - 7.2.1 be a review of the procedures and methodologies set out in the BCDR Plan and shall assess the suitability of its procedures and methodologies having regard to any change to the Goods and/or Services or any underlying business processes and operations facilitated by or supported by the Services

which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and

- 7.2.2 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 during the remainder of the Call Off Contract Period. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require.
- 7.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "Review Report") for discussion at the next scheduled Operational Board meeting, setting out:
- 7.3.1 the findings of the review;
- 7.3.2 any changes in the risk profile associated with the provision of Goods and/or Services;
- 7.3.3 the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan (where required) following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party;
- 7.3.4 the impact of the Supplier's Proposals on any services or systems provided to the Customer by any Related Supplier (specifying the nature of the impact, the affected systems and services and the relevant third party provider's details (if known)); and
- 7.3.5 the amendments to the BCDR Plan (where required).
- 7.4 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:
- 7.4.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- 7.4.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.
- 7.5 If the Customer rejects the Review Report and/or the Supplier's Proposals:
- 7.5.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 7.5.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 7.4 and 7.5 of Part B of this Call Off Schedule

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8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.6 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods and/or Services (in which case the implementation of such change shall be in accordance with Call Off Schedule 12 (Change Control Procedure)).

8. TESTING OF THE BCDR PLAN

8.1 The Supplier shall test the BCDR Plan:

8.1.1 at least once within six (6) Months after the FOSCD and thereafter not less than once in every subsequent Call Off Contract Year;

8.1.2 within one Month of any major reconfiguration of the Goods and/or Services or to the Supplier's Solution (which does not include any non-transformational changes for continuous improvement under Clause 18); and

8.1.3 at any additional time where the Customer considers it necessary (acting reasonably and at its sole discretion), to be discussed at scheduled Operational Board meetings.

8.2 If the Customer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

8.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee. Testing of the BCDR Plan shall not relieve the Supplier of any of its other obligations under this Call Off Schedule 8, or the Call Off Contract generally.

8.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:

8.5.1 the outcome of the test;

8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

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8.5.3 the Supplier's proposals for remedying any such failures and preventing the recurrence of such failures (to the extent it is able to do so).

8.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

9. INVOCATION OF THE BCDR PLAN

9.1 Where a complete loss of service for the Disaster Period or a Disaster occurs, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Customer promptly of such invocation).

9.2 In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Customer.

10. FORCE MAJEURE EVENTS

The Supplier shall not be entitled to relief under Clause 40 (Force Majeure) if the impact of the relevant Force Majeure Event was caused (wholly or substantially) by the Supplier's failure to comply with its obligations under this Schedule.

PART B: ANNEX 1 BESPOKE BCDR PLAN

[Guidance Note: Where applicable, append the bespoke BCDR Plan.]