Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Where UKEF has identified in the Call-Off Order Form that a Call-Off Contract specific BCDR plan will be required, the following provisions shall apply and take precedence over those set out in Clause 35 of the Core Termsin respect of the business continuity and recovery arrangements under this Call-Off Contractas follows: -

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

|  |  |
| --- | --- |
| "Supplier’s Proposal" | has the meaning given to it in Paragraph 2.6 of this Schedule; |

1. BCDR Plan
   1. The Supplier shall within [insert] days of the Call Off Start Date prepare and deliver to UKEF a BCDR Plan, which shall detail the arrangements and processes that the Supplier shall follow in respect of this Call-Off Contract to:
      1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
      2. the recovery of the Services in the event of a Disaster.
   2. Following receipt of the draft BCDR Plan from the Supplier, UKEF shall:

(a) review and comment on the draft BCDR Plan as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than [20] Working Days after the date on which the draft BCDR Plan is first delivered to UKEF.

* 1. If UKEF rejects the draft BCDR Plan:
     1. UKEF shall inform the Supplier in writing of its reasons for its rejection; and
     2. the Supplier shall then revise the draft BCDR plan (taking reasonable account of UKEF’s comments) and shall re-submit a revised draft BCDR Plan to UKEF for UKEF’s approval within [20] Working Days of the date of UKEF’s notice of rejection. The provisions of Paragraph 2.2 and this Paragraph 2.3 shall apply again to any resubmitted draft BCDR plan, provided that either Party may refer any disputed matters for resolution in accordance with Clause 34 (**Resolving Disputes**) at any time.

**Review and changing the BCDR Plan**

* 1. The Supplier shall review the BCDR Plan:
     + 1. on a regular basis and as a minimum once every six (6) Months; and
       2. where UKEF requests in writing any additional reviews (over and above those provided for in Paragraphs 2.4(a) of this Schedule) whereupon the Supplier shall conduct such reviews in accordance UKEF’s written requirements.
  2. Each review of the BCDR Plan pursuant to Paragraph 2.4 shall assess its suitability having regard to any change to the Deliverables 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 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 Supplier within such period as UKEF shall reasonably require.
  3. The Supplier shall, within [twenty (20)] Working Days of the conclusion of each such review of the BCDR Plan, provide UKEF with its written proposal for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan (the “**Supplier’s Proposal**”).
  4. Following receipt of the Supplier’s proposal, the Parties shall use reasonable endeavours to agree the Supplier's proposal. If the Parties are unable to agree the Supplier's proposal within [twenty (20)] Working Days of its submission, then such Dispute shall be resolved in accordance with Clause 34 (**Resolving Disputes**).

**Testing the BCDR Plan**

* 1. The Supplier shall test the BCDR Plan:
     1. regularly and in any event not less than once in every Contract Year;
     2. in the event of any major reconfiguration of the Deliverables;
     3. at any time where UKEF considers it necessary (acting in its sole discretion).

Invoking the BCDR Plan

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

Circumstances beyond your control

* 1. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.