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CH Framework Agreement
Schedule 6.7 (Business Continuity and Disaster Recovery)

Crown Hosting Framework Agreement

Schedule 6.7

Business Continuity and Disaster Recovery

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1. Introduction

- 1.1 This Schedule sets out the parties' obligations in respect of the BCDR Plan, including the development of a Detailed BCDR Plan applicable to the Services.

2. Development of a Detailed BCDR Plan

- 2.1 The Supplier shall deliver to the Framework Authority a combined business continuity and disaster recovery plan based upon and consistent with:

- (a) the Outline BCDR Plan appended at Annex 1 to this Schedule 6.7; and
- (b) this paragraph 2 of this Schedule,

(the "**Detailed BCDR Plan**") no later than sixty (60) Working Days after the Framework Effective Date.

- 2.2 The Framework Authority shall not withhold its approval of the Detailed BCDR Plan unreasonably. If the Framework Authority does not approve the Detailed BCDR Plan, it shall inform the Supplier of its reasons promptly following its decision to withhold approval and the Supplier shall take those reasons into account in the preparation of a further draft Detailed BCDR Plan, which shall be resubmitted to the Framework Authority within ten (10) Working Days of the rejection of the previous draft.

- 2.3 The Detailed BCDR Plan shall be divided into three sections:

- (a) Section A which shall set out general principles applicable to the Detailed BCDR Plan, as further described in paragraph 3 below;
- (b) Section B which shall set out the Business Continuity Plan, as further described in paragraph 4 below; and
- (c) Section C which shall set out the Disaster Recovery Plan, as further described in paragraph 5 below.

- 2.4 The Detailed BCDR Plan shall detail:

- (a) the processes and arrangements which the Supplier shall follow to:
 - (i) ensure continuity of the business processes and operations supporting the Services, including without limitation the Service Management Services; and
 - (ii) restore the Services, and performance of the Supplier's other obligations, to meet the Service Levels,

in each case following an actual or perceived threat to business continuity or a BCDR Incident; and

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- (b) the timescales within which: (i) each business process associated with the Services; and (ii) the core Service must be recovered and restored following a BCDR Incident (each a "**Recovery Time Objective**" or "**RTO**") and the maximum tolerable period in which any Authority Data might be lost due to a disaster for each Service (each a "**Recovery Point Objective**" or "**RPO**"). Each of the RTOs and the RPOs in the Detailed BCDR Plan shall be established in consultation with the Framework Authority.
- 2.5 In the event that the Supplier declares a BCDR Incident that impacts on the Services, the time at which the BCDR Incident is declared is the point in time from which calculation of the RTO values for that BCDR Incident shall commence. A BCDR governance sub-board shall be convened in accordance with Schedule 6.1 (Governance) of the Framework Agreement following declaration of a BCDR Incident within the RTO timescale to decide the priorities for business continuity and recovery activities.
- 2.6 Save where a BCDR Incident is caused by an act or omission of the Supplier or any Sub-contractor, the Service Levels associated with those Services impacted by the BCDR Incident shall not apply in the period from the declaration of a BCDR Incident until the end of the relevant RTO set out in the BCDR Plan. The Service Levels associated with those Services impacted by the BCDR Incident shall reapply from the point in time that the relevant RTOs elapse regardless of whether or not the Supplier has restored those Services unless otherwise agreed with the Framework Authority.
- 3. **Section A - General Principles and Requirements**
- 3.1 The Detailed BCDR Plan shall:
 - (a) set out how the Business Continuity Plan and the Disaster Recovery Plan link to each other;
 - (b) provide details of how the invocation of any element of the Detailed BCDR Plan may impact upon the operation of the Services;
 - (c) include the details provided by the Framework Authority of any services provided to any of the Customers by Related Service Providers, the failure of which could have an impact on the Services;
 - (d) contain an obligation upon the Supplier to liaise with the Framework Authority and (at the Framework Authority's request) any Related Service Provider (notified to the Supplier in accordance with paragraph 3.1(c) above) with respect to issues concerning business continuity and disaster recovery where applicable;
 - (e) contain a communication strategy including details of an incident and problem management service;
 - (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;

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- (ii) identification of any single points of failure within the Services and processes for managing the risks arising from them;
 - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
 - (iv) a business impact analysis (detailing the impact on key and critical business processes and operations) of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Framework Authority;
- (i) identify the procedures for reverting to "normal service" and the related RTO timescales for each Service;
- (j) identify the procedures for ensuring the continued provision of the Service Management Services;
- (k) set out method(s) of (but not be responsible for) restoring Customer Data lost as a consequence of the BCDR Incident;
- (l) identify the responsibilities (if any) that the Framework Authority has agreed it will assume in the event of the invocation of the Detailed BCDR Plan; and
- (m) provide for the provision of reasonable technical advice and assistance to key contacts at the Framework Authority as reasonably notified by the Framework Authority from time to time to inform decisions in support of the Framework Authority and/or Customers' business continuity plans.

3.2 The Detailed BCDR Plan shall be designed so as to ensure that:

- (a) the Services are provided in accordance with this Framework Agreement and each Call-Off Agreement at all times during and after the invocation of the Detailed BCDR Plan;
- (b) the adverse impact of any BCDR Incident on the Framework Authority and each Customer and Service Recipient is minimal as far as reasonably possible;
- (c) it complies with the relevant provisions of ISO 22301, ISO/IEC 27031 and all other relevant industry standards from time to time in force as the Supplier reviews and updates the Detailed BCDR Plan pursuant to paragraph 6 (Review and Amendment of the BCDR Plan); and
- (d) there is a process for the management of disaster recovery testing detailed in the Detailed BCDR Plan.

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- 3.3 The Detailed BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services and/or business processes and/or operations supporting the Services.

4. Section B - Business Continuity Element - Principles and Contents

- 4.1 The Business Continuity Plan shall set out the arrangements that the Supplier may invoke in the event of an actual or perceived threat to business continuity, other than as a result of a BCDR Incident, to ensure continuity of the Services and shall include:

- (a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services so as to restore the Services within the target RTO timescales;
- (b) the processes to ensure the continued provision of the Service Management Services; and
- (c) the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

- 4.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. Section C - Disaster Recovery Element - Principles and Contents

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a BCDR Incident the Supplier ensures continuity of the business processes and/or operations of supporting the Services with, as far as reasonably possible, minimal adverse impact.

- 5.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a BCDR Incident.

- 5.3 The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of any disaster recovery system used by the Supplier;
- (b) details of the procedures and processes to be put in place by the Supplier and any Sub-contractor in relation to undertaking disaster recovery and the provision of the Disaster Recovery Services and any testing of the same including the following:
 - (i) data centre and disaster recovery site audits;
 - (ii) identification of all potential scenarios which are reasonably foreseeable and which could trigger a BCDR Incident;

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- (iii) risk analysis;
 - (iv) documentation of processes and procedures;
 - (v) hardware configuration details;
 - (vi) network planning including details of all relevant data networks and communication links;
 - (vii) invocation rules;
 - (viii) procedures to ensure the continued performance of the Service Management Services;
 - (ix) recovery procedures for the Services; and
 - (x) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption;
- (c) any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation of the Service Levels during any period of invocation of the Disaster Recovery Plan;
- (d) details of how the Supplier shall ensure compliance with the Standards and its obligations in Schedule 3.6 (Security Management) of the Framework Agreement and ensure such compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (e) access controls (to any disaster recovery sites used by the Supplier or any Sub-contractor in relation to its obligations pursuant to this Schedule); and
- (f) testing, general management and incident management arrangements.

6. Review and Amendment of the BCDR Plan

- 6.1 The Supplier shall review and, as required, amend the BCDR Plan to ensure the continued suitability of the procedures and methodologies:
- (a) on a regular basis, no less than once every six (6) calendar months;
 - (b) within three (3) calendar months of the BCDR Plan having been invoked; and
 - (c) where the Framework Authority requests any additional reviews (over and above those provided for in paragraphs 6.1(a) and 6.1(b) of this Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Framework Authority's written requirements. The costs of both Parties for any such additional reviews will be met by the Framework Authority.

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6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 above shall:

- (a) be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the 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
- (b) 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.

Each such 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 Framework Authority shall reasonably require.

6.3 The Supplier shall, within ten (10) Working Days of the conclusion of each review of the BCDR Plan pursuant to paragraph 6.1 above, provide to the Framework Authority a report ("**Review Report**") setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Services; and
- (c) the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan 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 services or systems provided by a third party ("**Supplier's Proposals**").

6.4 The Supplier shall as soon as is reasonably practicable after receiving the Framework Authority'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 this Agreement and/or the Services.

7. **Testing of the BCDR Plan**

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2, the Framework Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Framework Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Framework Authority reasonably requires an additional test of the BCDR Plan it shall give the Supplier at least twenty (20) Working Days written notice and the Supplier shall

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conduct the test in accordance with the Framework Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Framework Authority 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.

- 7.3 Following each test, the Supplier shall send to the Framework Authority a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Framework Authority considers to be necessary as a result of those tests.
- 7.4 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Framework Authority and shall liaise with the Framework Authority in respect of the planning, performance, and review of each test, and shall comply with the reasonable requirements of the Framework Authority in this regard. Each test shall be carried out under the supervision of the Framework Authority or its nominee, which may be in person.
- 7.5 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Framework Authority. Copies of live test data used in any such testing shall be (if so required by the Framework Authority) destroyed or returned to the Framework Authority on completion of the test.
- 7.6 The Supplier shall, within ten (10) Working Days of the conclusion of each test, provide to the Framework Authority a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) the Supplier's proposals for remedying any such failures.
- 7.7 Following each test, the Supplier shall take all measures requested by the Framework Authority (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 Framework Authority or any Customer, by the date reasonably required by the Framework Authority and set out in such notice.
- 7.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Schedule or otherwise, unless otherwise agreed between the Parties.

8. Invocation of the Business Continuity and Disaster Recovery Plan

In the event of a complete loss of any part of the Services or in the event of a BCDR Incident (or the Supplier's reasonable expectation of such loss or BCDR Incident), the Supplier shall immediately invoke the BCDR Plan (and shall inform the Framework Authority promptly of such invocation). In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Framework Authority.

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9. Customer Business Continuity and Disaster Recovery Plans

The Supplier shall work with each Customer to ensure that the Customer's own business continuity and disaster recovery plans and procedures can be successfully implemented alongside the Supplier's BCDR Plan and associated procedures.

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ANNEX 1

Outline BCDR Plan