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Home Office

AUTHORITY: The Secretary of State for the Home Department

**Schedule 8.5 –
Business Continuity and Disaster Recovery
Plan (BCDR)**

Secure English Language Testing Services

Trinity College London

DOCUMENT LIST

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1. INTRODUCTION

- 1.1 This Schedule sets out the Authority's requirements on the Concessionaire to develop, review, test and implement the Business Continuity and Disaster Recovery (BCDR) Plan.

2. DEVELOPMENT OF THE BCDR PLAN

- 2.1 Within one (1) month from the PTO Commencement Date the Concessionaire shall:
- 2.1.1 Update the outline BCDR Plan with details of their full service offering in consultation with the Authority ; and
 - 2.1.2 submit the draft detailed BCDR Plan to the Authority for assurance.
- 2.2 The detailed BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the adverse impact of any BCDR Event is minimised as far as reasonably possible;
 - 2.2.2 it is consistent with Good Industry Practice and comply with the requirements of BS 25999 BCM, or any other equivalent international recognised standard;
 - 2.2.3 complies with any other requirements as specified from time to time by the Authority in accordance with the Change Control Procedure.
- 2.3 Without prejudice to the generality of Paragraph 2.2, the detailed BCDR Plan shall as a minimum set out the:
- 2.3.1 key contact details (including roles and responsibilities) for the Concessionaire (and any Sub-contractors) and for the Authority;
 - 2.3.2 responsibilities (if any) the Authority has agreed it will assume in the event of the invocation of the detailed BCDR Plan;
 - 2.3.3 rules relating to the invocation of the detailed BCDR Plan;
 - 2.3.4 steps and procedures to be followed to recover the Services;
 - 2.3.5 steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption; and
 - 2.3.6 all assets and locations that are covered by the BCDR.
- 2.4 Once agreed, the detailed BCDR Plan shall constitute the "BCDR Plan" for the purposes of this Agreement and shall be amended and/or updated as necessary in accordance with Schedule 8.2 (Change Control Procedure).

3. REVIEWS OF THE BCDR PLANS

- 3.1 The Concessionaire shall maintain and regularly review the BCDR Plan to ensure that it continues to meet the Authority' Requirements.

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- 3.2 The BCDR Plan reviews shall be conducted:
- 3.2.1 no less than once in each year of the Term; and
 - 3.2.2 in the event of a Change to the Services (including a Partial Termination), or related matters.
 - 3.2.3 In the event of any change to Test Centre locations, or key personnel.
- 3.3 The above reviews shall examine the scope, procedures, methodologies and other detail set out in the BCDR Plan, as well as the infrastructure and other resources supporting the BCDR Plan, assessing the continuing suitability and adequacy.
- 3.4 Within twenty (20) Working Days of conclusion of a review, the Concessionaire shall provide to the Authority a report specifying:
- 3.4.1 the findings of the review;
 - 3.4.2 any changes to the risk profile of the Services; and
 - 3.4.3 the recommendations for addressing the new risk profile, through proposed changes to the BCDR Plan.
- 3.5 The Authority, acting reasonably, shall approve or reject the Concessionaire's recommendations proposed in accordance with Paragraph 3.4.3 above.
- 3.6 If the Authority, acting reasonably, rejects the Concessionaire's recommendations, it shall inform the Concessionaire of the reasons for such rejection and provide suggestions on the changes required. The Concessionaire shall incorporate the required changes into the subsequent draft BCDR Plan provided for consideration. If the Authority, acting reasonably, rejects subsequent Concessionaire proposed changes to BCDR Plan, the process above shall be repeated until approval is provided.
- 3.7 Once approved, the necessary changes to the BCDR Plan shall be implemented in accordance with the Change Control Procedure.

4. TESTING OF THE BCDR PLAN

- 4.1 The BCDR Plan shall be tested on a regular basis in accordance with Good Industry Practice and in any event no less than once in each year of the Term.
- 4.2 In addition to the testing obligations set out in Paragraph 4.1, the Concessionaire shall also test the BCDR Plan:
- 4.2.1 in the event of a Change to the Services or related matters; and
 - 4.2.2 as soon as reasonably practicable, after the occurrence of a BCDR Event.
- 4.3 The Concessionaire shall undertake and manage the testing of the BCDR Plan in full consultation with the Authority, so as to minimise operational disruption and will liaise with the Authority in respect of the planning, performance and review of each test.
- 4.4 The Concessionaire shall maintain an audit trail of tests undertaken, the results of

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each test and remedial action taken.

- 4.5 Within ten (10) Working Days of completion of each test, the Concessionaire shall provide the Authority with a test report setting out:
- 4.5.1 the outcome of the test;
 - 4.5.2 any failures identified in the BCDR Plan or the supporting infrastructure, processes and procedures and other resources; and
 - 4.5.3 the proposals for remedying the identified failures.
- 4.6 The Authority, acting reasonably, shall approve or reject the Concessionaire's proposals made in accordance with Paragraph 4.5.3 above.
- 4.7 If the Authority rejects the Concessionaire's proposals, it shall inform the Concessionaire of the reasons for such rejection and provide suggestions on the changes required. The Concessionaire shall incorporate the required changes into subsequent proposals for consideration. If the Authority rejects subsequent Concessionaire proposals, the process above shall be repeated until approval is provided.
- 4.8 Once approved, the necessary changes shall be implemented in accordance with the Change Control Procedure.

5. INVOCATION OF THE BCDR PLAN

- 5.1 The Concessionaire shall provide the system, infrastructure, processes, procedures, Concessionaire Personnel and other resources required to implement its responsibilities defined within the BCDR Plan and to satisfy its obligations under this Agreement (including achieving any agreed business continuity recovery times).
- 5.2 In the event of a complete loss of the Services or on the occurrence of any BCDR Event, the Concessionaire shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Concessionaire shall only invoke or test the BCDR Plan with the prior consent of the Authority.