

OFFICIAL - COMMERCIAL

AGREEMENT RELATING TO THE SERVICE AND MAINTENANCE OF FIXED AND MOBILE RN DETECTION
EQUIPMENT

Agreement

**relating to the service and maintenance of fixed and mobile RN detection
equipment**

Schedule 8.4 (Business Continuity and Disaster Recovery)

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SCHEDULE 8.4

BUSINESS CONTINUITY AND DISASTER RECOVERY

1 DEVELOPMENT OF BCDR PLAN

- 1.1 The BCDR Plan shall 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 the business continuity and the Business Continuity Plan; and
 - (c) Part C which shall relate to Disaster Recovery and the Disaster Recovery Plan.
- 1.2 The BCDR Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Goods and Services following any failure or disruption of any element of providing the Goods and Services and the recovery of the provision of Goods and Services in the event of a Disaster.
- 1.3 The Supplier shall ensure that its Sub-contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

2 PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 2.1 The BCDR Plan shall:
- (a) set out how its business continuity and Disaster Recovery elements link to each other;
 - (b) provide details of how the invocation of any element of the BCDR Plan may impact upon the performance of this Agreement;
 - (c) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Shared Service Level Supplier with respect to issues concerning business continuity and Disaster Recovery where applicable;
 - (d) detail how the BCDR Plan links and interoperates with any overarching and/or connected Disaster Recovery or business continuity plan of the Authority as notified to the Supplier by the Authority from time to time;
 - (e) 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 e-mail and phone);

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- (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (ii) identification of any single points of failure within the Services and processes for managing the risks arising there from;
 - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Supplier; and
 - (iv) a business impact analysis (detailing the impact on 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 Authority;
- (i) identify the procedures for reverting to "normal service";
- (j) 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 24 hours of data loss and to preserve data integrity;
- (k) identify the responsibilities (if any) that the Authority have agreed they will assume in the event of the invocation of the BCDR Plan; and
- (l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority business continuity plans.

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

- (a) the Goods and Services are provided in accordance with this Agreement at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
- (c) it aligns with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended), ITIL and all other industry standards from time to time in force; and
- (d) there is a process for the management of Disaster Recovery testing detailed in the BCDR Plan.

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- 2.3 The Supplier shall not be entitled to any relief from its obligations to meet the Service Levels or to any increase in the Contract Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Agreement.

3 PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

- 3.1 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 Goods and Services remain supported and to ensure continuity of the business operations supported by the Services, including but not limited to and unless the Authority expressly states otherwise in writing:

- (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 Goods or Services; and
- (b) the steps to be taken by the Supplier upon resumption of the Goods or Services to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

- 3.2 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.

4 PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

- 4.1 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 Authority supported by the Goods or Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

- 4.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

- 4.3 The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of the Disaster Recovery System;
- (b) details of the procedures and processes to be put in place by the Supplier and any Sub-contractor 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:
 - (i) data centre and Disaster Recovery site audits;

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- (ii) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (iii) identification of all potential Disaster scenarios;
 - (iv) risk analysis;
 - (v) documentation of processes and procedures;
 - (vi) hardware configuration details;
 - (vii) network planning including details of all relevant data networks and communication links;
 - (viii) invocation rules;
 - (ix) Service recovery procedures;
 - (x) steps to be taken upon Service resumption to address any prevailing effect of the Service 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 security standards ensuring that 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 8.4 (Business continuity and Disaster Recovery)); and
- (f) testing and management arrangements.

5 PROVISION, REVIEW AND AMENDMENT OF THE BCDR PLAN

- 5.1 The Supplier shall provide a draft of the BCDR Plan within 20 Working Days following the Effective Date.
- 5.2 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):
- (a) on a regular basis and as a minimum once every six (6) Months;
 - (b) within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7 of this Schedule 8.4 (Business continuity and Disaster Recovery); and

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- (c) where the Authority reasonably requests any additional reviews (over and above those provided for in paragraphs (a) and (b) of this schedule). The costs of both parties for any such additional reviews will be met by the requesting Authority.
- 5.3 The Supplier shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the 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 ("**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.
- 5.4 The Supplier shall as soon as is reasonably practicable after receiving the 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 project's risk profile.
- 6 TESTING OF THE BCDR PLAN**
- 6.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Term).
- 6.2 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 6.3 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the 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.
- 6.4 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in

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the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority.

- 6.5 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 8.4 (Business continuity and Disaster Recovery) or otherwise.

7 INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- 7.1 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 the 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 Authority.

- 7.2 The Supplier shall, within 10 Working Days of the resolution following an invocation of the BCDR Plan, provide to the Authority a report setting out:

- (a) the outcome of the resolution;
- (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the invocation and resolution; and
- (c) the Supplier's proposals for remedying any such failures.