

COMPUTER BASED TESTING FRAMEWORK AGREEMENT

SCHEDULE 17

BUSINESS CONTINUITY AND DISASTER RECOVERY PROVISIONS

[Subject to the agreement of this schedule, the following definition(s) will need to be added to schedule 1]

“BCDR Plan”	any plan set out in or prepared pursuant to schedule 17 (Business Continuity and Disaster Recovery Provisions), as may be amended from time to time;
"Business Continuity Plan"	has the meaning set out in paragraph 1.2.2 of schedule 17 (Business Continuity and Disaster Recovery Provisions);
“Contractor Solution”	the Contractor’s solution for the Services attached to this Framework Agreement at [TBC];
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of them will be unavailable for period of two (2) hours or more (unless agreed otherwise between the Framework Authority and the Contractor in writing) or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period;
"Disaster Recovery"	the process of restoration of the Service by the provision of the Disaster Recovery Services;
"Disaster Recovery Plan"	has the meaning set out in paragraph 1.2.3 of schedule 17 (Business Continuity and Disaster Recovery Provisions);
"Disaster Recovery Services"	the disaster recovery and/or business continuity services (as the context may require) to be provided by the Contractor pursuant to schedule 17 (Business Continuity and Disaster Recovery Provisions);
"Disaster Recovery System"	the system identified by the Contractor in the Contractor's Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
"General Principles"	has the meaning set out in paragraph 1.2.1 of schedule 17 (Business Continuity and Disaster Recovery Provisions);

“Project”	the provision of the Services by the Contractor to the Framework Authority as contemplated by this Framework Agreement;
"Related Service Provider"	any person who provides services to the Framework Authority in relation to the Project from time to time which persons include, without limit as at the Commencement Date, the Framework Authority's ICT service provider(s).

1. PURPOSE OF THIS SCHEDULE

- 1.1 This schedule sets out the Framework Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Contractor to develop, review, test, change, and maintain a BCDR Plan in respect of the Services which is compliant with BS25999 or international equivalent.
- 1.2 The BCDR Plan shall be divided into three parts:
 - 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**");
 - 1.2.2 Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
 - 1.2.3 Part C which shall relate to disaster recovery ("**Disaster Recovery Plan**"); and
- 1.3 The BCDR Plan shall detail the processes and arrangements which the Contractor shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

2. DEVELOPMENT OF BCDR PLAN

- 2.1 The BCDR Plan shall unless otherwise required by the Framework Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 of this schedule 17 (Business Continuity and Disaster Recovery Provisions).
- 2.2 The Contractor shall ensure that its Sub-contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

3.1 The BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Framework Authority by a Related Service Provider;
- 3.1.3 contain an obligation upon the Contractor to liaise with the Framework Authority and (at the Framework Authority's request) any Related Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Framework Authority and any of its other Related Service Providers as notified to the Contractor by the Framework Authority from time to time;
- 3.1.5 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 Framework Authority;
- 3.1.6 contain a risk analysis, including:
 - 3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - 3.1.6.2 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

- 3.1.6.3 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
- 3.1.6.4a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-Contractors) and for the Framework Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 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 data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Framework Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Framework Authority as notified by the Framework Authority from time to time to inform decisions in support of the Framework Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with the Framework Agreement at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Framework Authority is minimal as far as reasonably possible;

- 3.2.3 it complies with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended) and all other industry standards from time to time in force; and
- 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Contractor 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 Contractor of this Framework Agreement.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

- 4.1 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 Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Framework Authority expressly states otherwise in writing:
 - 4.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Contractor 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 to 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. PART 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 Disaster the Contractor ensures continuity of the business operations of the Framework Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Contractor 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:
 - 5.3.2.1 data centre and disaster recovery site audits;
 - 5.3.2.2 backup methodology and details of the Contractor's approach to data back-up and data verification;
 - 5.3.2.3 identification of all potential disaster scenarios;
 - 5.3.2.4 risk analysis;
 - 5.3.2.5 documentation of processes and procedures;
 - 5.3.2.6 hardware configuration details;
 - 5.3.2.7 network planning including details of all relevant data networks and communication links;
 - 5.3.2.8 invocation rules;
 - 5.3.2.9 Service recovery procedures;

- 5.3.2.10 steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption;
- 5.3.3 any applicable service levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls (to any disaster recovery sites used by the Contractor or any Sub-contractor in relation to its obligations pursuant to this schedule); and
- 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Contractor shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 6.1.1 on a regular basis and as a minimum once every six calendar months;
 - 6.1.2 within three calendar month of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this schedule; and
 - 6.1.3 where the Framework Authority requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this schedule) by notifying the Contractor to such effect in writing, whereupon the Contractor 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.
- 6.2 Each review pursuant to paragraph 6.1 of the BCDR Plan shall 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 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 Contractor 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. The Contractor shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Framework Authority a report ("**Review Report**") setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the Services; and

6.2.3 the Contractor's proposals ("**Contractor'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 Contractor 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.

6.3 The Contractor shall as soon as is reasonably practicable after receiving the Framework Authority's approval of the Contractor'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 Contractor's Proposals. Any such change shall be at the contractor's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

7. TESTING OF THE BCDR PLAN

7.1 The Contractor 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 Contractor 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 require an additional test of the BCDR Plan it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Framework Authority's requirements and the relevant provisions of the BCDR Plan. The Contractor'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 Contractor's costs of that failed test shall be borne by the Contractor.
- 7.3 Following each test, the Contractor 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 Contractor 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.
- 7.5 The Contractor shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved (in writing) 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 Contractor shall, within 20 Working Days of the conclusion of each test, provide to the Framework Authority a report setting out:
 - 7.6.1 the outcome of the test;

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

7.6.3 the Contractor's proposals for remedying any such failures.

7.7 Following each test, the Contractor 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 Contractor, at no additional cost to the Framework Authority, 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 Contractor of any of its obligations under this schedule 17 (Business Continuity and Disaster Recovery Provisions) or otherwise.

7.9 The Contractor shall also perform a test of the BCDR Plan as part of the commissioning of any new project.

8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

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