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SCHEDULE S (BUSINESS CONTINUITY AND DISASTER RECOVERY)

DRAFT CONTRACT C17CSAE/708156451



Ministry
of Defence



Schedule S

BUSINESS CONTINUITY AND DISASTER RECOVERY

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1 BCDR PLAN

- 1.1 At least thirty (30) Business Days prior to the Operational Service Commencement Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a Business Continuity And Disaster Recovery plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Contractor shall follow to:
- 1.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
 - 1.1.2 the recovery of the Services in the event of a Disaster.
- 1.2 The BCDR Plan shall be divided into three sections:
- 1.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 1.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 1.3 Following receipt of the draft BCDR Plan from the Contractor, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2 GENERAL PRINCIPLES OF THE BCDR PLAN (SECTION 1)

- 2.1 Section 1 of the BCDR Plan shall:
- 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Authority;
 - 2.1.3 contain an obligation upon the Contractor to liaise with the Authority with respect to business continuity and disaster recovery;
 - 2.1.4 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 2.1.5 contain a risk analysis, including:
 - 2.1.5.1 failure or disruption scenarios and assessments of likely frequency of occurrence; and

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- 2.1.5.2 identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - 2.1.6 provide for documentation of processes, including business processes, and procedures;
 - 2.1.7 set out key contact details for the Contractor;
 - 2.1.8 identify the procedures for reverting to "normal service";
 - 2.1.9 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 2.1.10 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 2.1.11 provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible.
- 2.3 The BCDR Plan shall be sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 2.4 The Contractor shall not be entitled to any relief from its obligations to comply with the Service Level Performance Measures, 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 Contract.
- 3 BUSINESS CONTINUITY (SECTION 2)**
- 3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
- 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 3.1.2 the steps to be taken by the Contractor upon resumption of the provision of Services in order to address the effect of the failure or disruption.
- 3.2 The Business Continuity Plan shall:
- 3.2.1 address the various possible levels of failures of or disruptions to the provision of Services;

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3.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "**Business Continuity Services**");

3.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

4 DISASTER RECOVERY (SECTION 3)

4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the 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.

4.2 The Contractor's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

4.2.1 emergency notification and escalation process;

4.2.2 contact lists;

4.2.3 staff training and awareness;

4.2.4 BCDR Plan testing;

4.2.5 post implementation review process;

4.2.6 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;

4.2.7 testing and management arrangements.

5 REVIEW AND AMENDMENT OF THE BCDR PLAN

5.1 The Contractor shall review and update the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year).

5.2 Each review of the BCDR Plan pursuant to paragraph 5.1 above 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.

5.3 The Contractor shall, within twenty Business Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "**BCDR Review Report**") setting out:

5.3.1 the findings of the review;

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

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- 5.3.3 the Contractor's proposals (the "**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.
- 5.4 Following receipt of the BCDR Review Report and the Contractor's Proposals, the Authority shall:
 - 5.4.1 review and comment on the BCDR Review Report and the Contractor's Proposals as soon as reasonably practicable; and
 - 5.4.2 notify the Contractor in writing that it approves or rejects the BCDR Review Report and the Contractor's Proposals no later than twenty Business Days (or such other time period as agreed in writing between the Parties) after the date on which they are first delivered to the Authority.
- 5.5 If the Authority rejects the BCDR Review Report and/or the Contractor's Proposals:
 - 5.5.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and
 - 5.5.2 the Contractor shall then revise the BCDR Review Report and/or the Contractor's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised BCDR Review Report and/or revised Contractor's Proposals to the Authority for approval within ten Business Days (or such other time period as agreed in writing between the Parties) of the date of the Authority's notice of rejection. The provisions of paragraph 5.4 above and this paragraph 5.5 shall apply again to any resubmitted BCDR Review Report and Contractor's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 5.6 The Contractor shall, as soon as is reasonably practicable after receiving the Authority's approval of the Contractor's Proposals (having regard to the significance of any risks highlighted in the BCDR 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 own expense.

6 TESTING OF THE BCDR PLAN

- 6.1 The Contractor shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year).
- 6.2 The Contractor shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard.

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- 6.3 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.

7 INVOCATION OF THE BCDR PLAN

- 7.1 In the event of a loss of any critical part of the Service or a Disaster, the Contractor shall immediately invoke the business continuity and disaster recovery provisions in the BCDR Plan, including any linked elements in other parts of the BCDR Plan, and shall inform the Authority promptly of such invocation. In all other instances, the Contractor shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

8 CIRCUMSTANCES BEYOND THE CONTRACTOR'S CONTROL

- 8.1 The Contractor shall not be entitled to claim a Force Majeure Event has occurred and consequently relief under Clause I.5 (Force Majeure) of the Contract if the impact of the Force Majeure Event:

8.1.1 is capable of being mitigated by invoking the BCDR Plan; or

8.1.2 is attributable to a failure by the Contractor to comply with its obligations under this Schedule.