



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 21
BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

NEXT GENERATION OUTSOURCED VISA SERVICES

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1. INTRODUCTION

- 1.1 Further to Schedule 2 paragraph 2.1.7, this Schedule sets out the Authority's requirements on the Supplier to develop, review, test and implement the Business Continuity and Disaster Recovery Plan (BCDR) .

2. DEVELOPMENT OF THE BCDR PLAN

- 2.1 Within two (2) months from the Effective Date, the Supplier shall
- 2.1.1 prepare a draft Detailed BCDR Plan in consultation with the Authority
- 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 complies with the requirements of BS 25999 BCM, or any other equivalent international recognised standard;
- 2.2.3 it 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 Supplier (and any Subcontractors) 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 requirements if any on the Supplier to back-up Authority data including, for example, the regularity of back-ups, special requirements, storage, tape rotation, maintenance of data, and delivery of back-ups to the Authority;
- 2.3.5 steps and procedures to be followed to recover the Services; and
- 2.3.6 steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption.
- 2.3.7 compliance with the Data Protection Legislation
- 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 the Change Control Procedure.

3. REVIEWS OF THE BCDR PLANS

- 3.1 The Supplier shall maintain and regularly review the BCDR Plan to ensure that it continues to meet the Service Requirements.
- 3.2 The BCDR Plan reviews shall be conducted:
- 3.2.1 no less than once in each Contract Year; and

- 3.2.2 in the event of a Change to the Services (including a Partial Termination), the System or related matters.
- 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 Supplier 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 Supplier's recommendations proposed in accordance with Paragraph 3.4.3 above.
- 3.6 If the Authority, acting reasonably, rejects the Supplier's recommendations, it shall inform the Supplier of the reasons for such rejection and provide suggestions on the changes required. The Supplier shall incorporate the required changes into the subsequent draft BCDR Plan provided for consideration. If the Authority, acting reasonably, rejects subsequent Supplier 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 Contract Year.
- 4.2 In addition to the testing obligations set out in Paragraph 4.1, the Supplier shall also test the BCDR Plan:
 - 4.2.1 in the event of a Change to the Services (including a Partial Termination), the System or related matters; and
 - 4.2.2 as soon as reasonably practicable, after the occurrence of a BCDR Event.
- 4.3 The Supplier 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. For the avoidance of doubt the Authority retains the right to test and observe the BCDR plan.
- 4.4 The Supplier shall maintain an audit trail of tests undertaken, the results of each test and remedial action taken.
- 4.5 Within ten (10) Working Days of completion of each test, the Supplier 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 Supplier's proposals made in accordance with Paragraph 4.5.3 above.

4.7 If the Authority rejects the Supplier's proposals, it shall inform the Supplier of the reasons for such rejection and provide suggestions on the changes required. The Supplier shall incorporate the required changes into subsequent proposals for consideration. If the Authority rejects subsequent Supplier 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 Supplier shall provide the system, infrastructure, processes, procedures, Supplier 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 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.