

IUS CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 22

BUSINESS CONTINUITY AND DISASTER RECOVERY PROVISIONS

for Contract Number DCNS/119

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## **CONSOLIDATED SCHEDULE 22**

### **BUSINESS CONTINUITY AND DISASTER RECOVERY PROVISIONS**

This Consolidated Schedule provides a consolidated version of the requirements of Schedule 6.5 (*Business Continuity and Disaster Recovery Provisions*) of the Call-Off Terms and the Customer Authority's special terms relating to business continuity and disaster recovery.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

#### **1 INTRODUCTION**

- 1.1** This Consolidated Schedule sets out the Customer 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 obligations on the Contractor to develop, review, test, change and maintain a BCDR Plan in respect of the Services in full consultation with the Customer Authority.
- 1.2** Where included in the Service Requirements or Contractor Service Descriptions, the Contractor shall provide further business continuity and disaster recovery services in relation to the Customer Authority's business continuity and disaster recovery plans. Accordingly, the obligations on the Contractor in this Consolidated Schedule shall be in addition to, and not in place of, those further business continuity and disaster recovery services. Furthermore, the obligations on the Contractor in this Consolidated Schedule are without prejudice to Clause 4.18 (*Disasters and Business Continuity*) of the Framework Agreement.
- 1.3** This Consolidated Schedule is in three (3) parts:
  - 1.3.1** Part A deals with the invocation of the BCDR Plan;
  - 1.3.2** Part B deals with the creation, Approval, updating and testing of the BCDR Plan; and
  - 1.3.3** Part C sets out the required contents of the BCDR Plan.

#### **PART A: INVOCATION OF BCDR PLAN**

#### **2 PROVISION OF RESOURCES**

- 2.1** The Contractor shall provide infrastructure, processes, procedures, Contractor Personnel and other resources as required to implement its responsibilities defined within the BCDR Plan and to satisfy its obligations under this Consolidated Contract (including achieving any agreed Business Continuity recovery times).
- 2.2** The Contractor shall designate a Business Continuity manager who shall act as an informed and empowered point of contact for the Customer Authority in respect of its Business Continuity management and Disaster Recovery issues. The Contractor shall ensure that the nominated Business Continuity manager is available so that cover is provided twenty four (24) hours a day, seven (7) days a week.

- 2.3** The Contractor shall define, implement and operate organisations, escalation criteria and processes for the management of Business Continuity Events, in accordance with Good Industry Practice, the Law, this Consolidated Contract (including the Standards) and Clause 4.18 (*Disasters and Business Continuity*) of the Framework Agreement.

### **3 INVOCATION OF BCDR PLAN**

- 3.1** Where a Business Continuity Event occurs, the Contractor shall:

- 3.1.1** continue to provide the Services in accordance with the requirements of this Consolidated Contract (including the Service Levels), except to the extent it is relieved of those obligations in accordance with Clause 42 (*Force Majeure*) of this Consolidated Contract;
- 3.1.2** inform the Customer Authority of the Business Continuity Event and of its intention to invoke the BCDR Plan;
- 3.1.3** invoke the BCDR Plan and comply with its provisions; and
- 3.1.4** in any case, take action to allow the Customer Authority to resume operating its businesses in a minimum amount of time and restore the Services in a sustainable manner in accordance with the Service Levels and the other terms of this Consolidated Contract.

- 3.2** Where the Contractor is failing to meet any agreed Business Continuity recovery time set out in the BCDR Plan this shall be immediately escalated to the appropriate level in accordance with the commercial negotiations process set out in Paragraph 3 (*Internal Resolution*) of Consolidated Schedule 23 (*Dispute Resolution Procedure*). The relevant Key Personnel shall oversee the recovery efforts and report to the Customer Authority on progress until the Services are restored in accordance with the Service Levels and the terms of this Consolidated Contract.

- 3.3** Nothing shall prevent or restrict the Customer Authority from invoking the BCDR Plan where a Business Continuity Event occurs and the Contractor has not complied with Paragraph 3.1.3 above. Notwithstanding its invocation by the Customer Authority, the Contractor shall remain responsible for complying with the BCDR Plan and this Consolidated Schedule.

### **4 BACKLOG PROCESSING MANAGEMENT**

- 4.1** Where the Services involve processing of data, as soon as practicable following the restoration of the Services, the Contractor shall perform all required backlog processing operations. Unless otherwise agreed in writing by the Customer Authority, the Contractor shall ensure that such backlog processing does not affect the normal operation of the Services.
- 4.2** The Contractor shall ensure that backlog processing is completed within the timescales specified in the Service Requirements and/or Contractor Service Descriptions or, if no timescales are specified, in accordance with the Customer Authority's requirements as notified. Backlog processing shall be deemed to be completed when all data presented to the system either from interfaces or backlog buffers is being processed within all corresponding performance standards defined in the BCDR Plan.

## **PART B: DEVELOPMENT AND APPROVAL OF BCDR PLAN**

### **5 DEVELOPMENT AND APPROVAL OF BCDR PLAN**

- 5.1** On the Contract Date, and when reasonably requested by the Customer Authority thereafter, the Contractor shall provide the Customer Authority with visibility of a business continuity and disaster recovery plan (or similar documentation) that may exist across the Contractor Group which assesses a range of risks to the Contractor Group's business, including commercial, technical and operational risks, and also risks within the Contractor Group's supply network.
- 5.2** The Contractor shall liaise with the Customer Authority and any third party with respect to issues concerning the BCDR Plan, or planning for Business Continuity or Disaster Recovery more generally, where requested to do so by the Customer Authority.
- 5.3** The Contractor shall develop the BCDR Plan within three (3) months of the Contract Date (or such other period as set out in the Implementation Plan or as otherwise agreed in writing by the Parties). The BCDR Plan shall be based on the draft BCDR Plan submitted as a deliverable in respect of Milestone number 1: *Key Milestone, Initial Deliverables*. In developing the BCDR Plan, the Contractor and the Customer Authority shall not vary, or in any way undermine, Clause 4.18 (*Disasters and Business Continuity*) of the Framework Agreement.
- 5.4** As part of its development of the BCDR Plan, the Contractor shall carry out risk assessments of the Contractor System and all third party systems including those of Connected PSN Services Contractors which interface with the Contractor System or the Services, to determine what risks exist and the appropriate response to them in accordance with this Consolidated Schedule. The Contractor shall use all reasonable endeavours to minimise such risk to the Contractor System and Services and, where requested by the Customer Authority, identify those other risks to the parties concerned including those of Connected PSN Services Contractors and advise on implications and possible mitigation.
- 5.5** The BCDR Plan shall comply with this Consolidated Schedule, the Service Requirements and the Contractor Service Descriptions. The BCDR Plan shall take into account, link and interoperate with any overarching and connected disaster recovery or business continuity plans of the Customer Authority and any of its Connected PSN Services Contractors and Outgoing Service Providers, and the Contractor shall request these from the relevant parties. If any such request by the Contractor is not responded to sufficiently, the Contractor shall notify the Customer Authority in writing.
- 5.6** The Contractor shall ensure that its Sub-contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.
- 5.7** The Contractor's obligations related to business continuity and disaster recovery as set out in this Consolidated Schedule shall, where necessary and appropriate, incorporate relevant aspects of IT Service Continuity in accordance with the Customer Authority's requirements for the Contractor to deliver IT Service Continuity Management in accordance with the Standards. Therefore, the BCDR Plans described in this Consolidated Schedule shall incorporate relevant aspects of IT Service Continuity where appropriate.
- 5.8** The BCDR Plan shall be divided into three (3) parts:

- 5.8.1 section 1 which shall set out general principles applicable to the BCDR Plan (“**General Principles**”) (see further Paragraph 9 of this Consolidated Schedule);
  - 5.8.2 section 2 which shall relate to business continuity (“**Business Continuity Plan**”) (see further Paragraph 10 of this Consolidated Schedule); and
  - 5.8.3 section 3 which shall relate to disaster recovery (“**Disaster Recovery Plan**”) (see further Paragraph 11 of this Consolidated Schedule).
- 5.9 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 or a Disaster and the recovery of the Services in the event of a failure, disruption or a Disaster.
- 5.10 The Contractor shall ensure that its Business Continuity management and Disaster Recovery processes and procedures to be operated in respect of the Services are developed using a methodology that is consistent with Good Industry Practice and in compliance with the Standards.
- 5.11 The Contractor shall submit the draft BCDR Plan to the Customer Authority Representative for Approval by the Customer Authority and shall make any amendments required by the Customer Authority to enable the BCDR Plan to comply with the requirements of this Consolidated Contract or the reasonable requirements of the Customer Authority. Following such changes, the Contractor shall resubmit (within five (5) Working Days of being notified by the Customer Authority of its required amendments) the BCDR Plan to the Customer Authority Representative for Approval by the Customer Authority and the Customer Authority shall notify the Contractor of its Approval or rejection of the draft BCDR Plan. The Contractor shall continue to amend and resubmit the BCDR Plan for Approval by the Customer Authority in accordance with this Paragraph 5.11 until such Approval has been obtained.
- 5.12 The draft and Approved BCDR Plan shall be provided to the Service Operations Board if requested in accordance with Paragraph 5.1.2(ix)(a) of Consolidated Schedule 15 (*Governance*).

## 6 REVIEW AND AMENDMENT OF BCDR PLAN

- 6.1 The Contractor shall at its own cost:
- 6.1.1 review all or, at the Customer Authority’s discretion, part of the BCDR Plan (and the Risk Analysis on which it is based) on a regular basis and as a minimum once every six (6) months (or such other period as the Parties agree in writing) from the Contract Date;
  - 6.1.2 review all or, at the Customer Authority’s discretion, part of the BCDR Plan (and the Risk Analysis on which it is based) within three (3) months (or such other period as the Parties agree in writing) of the BCDR Plan (or any part) having been invoked; and
  - 6.1.3 run Disaster Recovery simulations (no less than once each Contract Year (unless agreed otherwise by the Parties in writing)).
- 6.2 Where the Customer Authority requests any additional reviews (over and above those provided for in Paragraph 6.1 above) by notifying the Contractor in writing, the Contractor shall conduct such reviews in accordance with the Customer Authority’s written

requirements. The reasonable and pre-agreed costs of the Contractor for any such additional reviews will be met by the Customer Authority.

**6.3** Each review of the BCDR Plan shall include:

**6.3.1** confirming and (where required) updating the relevant information set out in the BCDR Plan, such as organisational details, staffing changes and contact details;

**6.3.2** reviewing the Risk Analysis; and

**6.3.3** a review of the scope, procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any:

- (i) changes relating to the Customer Authority, Connected PSN Services Contractors and Outgoing Service Providers;
- (ii) 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
- (iii) 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.

**6.4** The review referred to in Paragraph 6.3 above shall be completed by the Contractor within the period required by the BCDR Plan or, if no such period is specified in the BCDR Plan, within such period as the Customer Authority shall reasonably require.

**6.5** The Contractor shall, within twenty (20) Working Days (or such other period as the Parties agree in writing) of the conclusion of each such review of the BCDR Plan, provide to the Customer Authority Representative a report ("**Review Report**") setting out:

**6.5.1** the findings of the review;

**6.5.2** any changes in the risk profile associated with the Services; and

**6.5.3** the Contractor's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan ("**Contractor's Proposals**") (such amendments shall not vary, or in any way undermine, Clause 4.18 (*Disasters and Business Continuity*) of the Framework Agreement) 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.

**6.6** The Contractor shall as soon as is reasonably practicable after receiving the Customer 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 Services' risk profile that has not been caused or contributed to by a breach of this Consolidated Contract by the Contractor.

**6.7** The Review Reports and Contractor's Proposals shall be provided to the Service Operations Board if requested in accordance with Paragraph 5.1.2(ix)(a) of Consolidated Schedule 15 (*Governance*).

## **7 TESTING OF 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) (or such other period as the Parties agree in writing), and as soon as practicable after the occurrence of a Business Continuity Event. Subject to Paragraph 7.2 below, the Customer Authority may require the Contractor to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer 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 Customer Authority requires 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 Customer Authority's requirements and the relevant provisions of the BCDR Plan. The Contractor's reasonable and pre-agreed costs of the additional test shall be borne by the Customer Authority unless the BCDR Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne solely by the Contractor.
- 7.3** The Contractor shall undertake and manage testing of the BCDR Plan in full consultation with the Customer Authority and, if required by the Customer Authority, liaise with the Customer Authority in respect of the planning, performance and review of each test and shall comply with the reasonable requirements of the Customer Authority in this regard. Each test shall be carried out under the supervision of the Customer Authority or its nominee and shall be attended by such Customer Authority or nominee as the Customer Authority may require.
- 7.4** The Contractor shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first Approved with the Customer Authority (such Approval may include permitting the Customer Authority to observe the transfer of such live data, and the Contractor obtaining any necessary accreditation for its business continuity and disaster recovery facilities). Such live data shall be depersonalised before use and subject to the normal access control procedures. The Contractor shall keep records of all such use. The Contractor shall (at the Customer Authority's discretion) destroy or return to the Customer Authority all copies of live test data used in any such testing on completion of the test.
- 7.5** The Contractor shall, within twenty (20) Working Days (or such other period as the Parties agree in writing) of the conclusion of each test, provide to the Customer Authority Representative a report setting out:
- 7.5.1** the outcome of the test;
  - 7.5.2** any failures in the BCDR Plan (including the BCDR Plan procedures) revealed by the test; and
  - 7.5.3** the Contractor's proposals for remedying any such failures,
- (the "**BCDR Test Report**").
- 7.6** Following receipt of the BCDR Test Report by the Customer Authority Representative, the Contractor shall take all reasonable measures requested by the Customer 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 Customer Authority, by the date reasonably required by the Customer Authority and set out in such request.



- 7.7** 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.
- 7.8** The Contractor shall also perform a test of the BCDR Plan as part of the commissioning of any new project.
- 7.9** The BCDR Test Reports shall be provided to the Service Operations Board if requested in accordance with Paragraph 5.1.2(ix)(a) of Consolidated Schedule 15 (*Governance*).

## **8 BUSINESS CONTINUITY REQUIREMENTS**

- 8.1** From the first Operational Service Commencement Date, the Contractor shall, unless otherwise agreed with the Customer Authority, in respect of the Legacy Services:
- 8.1.1** provide Business Continuity and Disaster Recovery capability and services;
  - 8.1.2** on a regular basis and when reasonably requested by the Customer Authority, carry out a Business Continuity, Disaster Recovery and backup assessment to identify areas of risk relating to any existing services;
  - 8.1.3** use all reasonable endeavours to mitigate risks identified in the above assessment;
  - 8.1.4** work with the Customer Authority and the providers or suppliers of any existing services identified including Connected PSN Services Contractors, and, where requested by the Customer Authority in accordance with the Contract Change Procedure, implement additional Business Continuity, Disaster Recovery and backup arrangements; and
  - 8.1.5** ensure the Business Continuity and Disaster Recovery Plans take into account and provide for continuity and recovery of any existing services.

## **PART C: CONTENTS OF BCDR PLAN**

## **9 GENERAL PRINCIPLES AND REQUIREMENTS**

- 9.1** The BCDR Plan shall include the following except to the extent it is agreed in writing with the Customer Authority that any are not relevant to the provision of the Services:
- 9.1.1** set out how the Business Continuity and Disaster Recovery elements of the BCDR Plan link to each other;
  - 9.1.2** provide details of how, and in what circumstances, any element of the BCDR Plan (including its procedures and processes) may be invoked (including the Parties' agreed definition of what events constitute a Disaster), and of how such invocation may impact upon the operation of any Outgoing Services, the Services and any services provided to the Customer Authority by a Connected PSN Services Contractor;
  - 9.1.3** contain an obligation upon the Contractor to liaise with the Customer Authority and (at the Customer Authority's request) any Connected PSN Services Contractor with respect to issues concerning Business Continuity and Disaster Recovery where applicable;

- 9.1.4 detail how the BCDR Plan links and interoperates with any overarching and connected disaster recovery or business continuity plan of the Customer Authority and any of its Connected PSN Services Contractors and Outgoing Service Providers;
  - 9.1.5 contain a communication plan that shall be invoked on the occurrence of a Disaster to ensure that all relevant Parties are aware that the BCDR Plan is invoked, such communication plan to include details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer Authority;
  - 9.1.6 set out an analysis of potential threats and impacts to Business Continuity across the Services (the “**Risk Analysis**”) as further described in Paragraph 9.3 below;
  - 9.1.7 contain escalation procedures;
  - 9.1.8 provide for documentation of processes, including business processes, and procedures;
  - 9.1.9 set out key contact details (including roles and responsibilities) for invoking the BCDR Plan within the Contractor (and any Sub-contractors), as well as the rights to invoke the BCDR Plan within the Customer Authority;
  - 9.1.10 identify the procedures for reverting to “normal service” which shall include:
    - (i) the seamless transition of the Services in a well-planned and controlled manner to ensure minimum disruption to the Customer Authority’s business systems, when possible and as agreed with the Customer Authority; and
    - (ii) performing any activities that ought to have been performed during any Service disruption as may be necessary and appropriate;
  - 9.1.11 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;
  - 9.1.12 clearly identify the individual roles and responsibilities of the Contractor in the event of the invocation of the BCDR Plan and any Customer Authority Dependencies that have been agreed by the Customer Authority;
  - 9.1.13 details of how the Contractor shall ensure compliance with Security Requirements and relevant Standards for any period during which the BCDR Plan is invoked;
  - 9.1.14 contain a clear demonstration as to how the BCDR Plan complies with relevant Standards and Security Requirements;
  - 9.1.15 provide for the provision of technical advice and assistance to key contacts at the Customer Authority as notified by the Customer Authority in writing from time to time to inform decisions in support of the Customer Authority’s business continuity plans; and
  - 9.1.16 set out procedures for performing a root cause analysis of the Service failure or disruption if such causes are not clearly known.
- 9.2 The Contractor shall use all reasonable endeavours to minimise the impact on the Customer Authority due to invocation of any BCDR Solutions, including minimising any

Customer Authority Dependencies that the Customer Authority shall have in accordance with Paragraph 9.1.12 above.

**9.3** The Risk Analysis shall include:

**9.3.1** identifying, within the scope of the Services, the Contractor's operational functions, activities, processes (and systems that support them) that are necessary and critical for the Contractor to meet its obligations under this Consolidated Contract (the "**Critical Functional Processes**"), where appropriate aligned with the Service functions;

**9.3.2** for each Critical Functional Process, identifying:

- (i) where the Critical Functional Process involves the capture, processing, production or other use of data, the Maximum Tolerable Data Loss and, from that, the Recovery Point Objective;
- (ii) the Maximum Tolerable Functional Loss and, from that, the Recovery Functional Objective; and
- (iii) the Maximum Tolerable Period of Disruption and, from that, the Recovery Time Objective;

**9.3.3** identifying and assessing the likelihood of a wide range of threats to the Critical Functional Processes, both natural and man-made, at local, regional, national and international level (such as natural disaster, technical threats such as computer viruses or cyber-attacks, economic factors, failure of the Contractor's supply chain, epidemic or pandemic disease, civil unrest, terrorism or war);

**9.3.4** identifying and assessing the potential impacts that those threats could have on the Critical Functional Processes, such as loss of supporting technologies or systems, loss of buildings, and a lack of availability of staff;

**9.3.5** identifying and assessing any vulnerabilities in the Critical Functional Processes (such as single points of failure in critical systems or location of critical infrastructure or facilities);

**9.3.6** identification of risks arising from the interaction of the Services with the services provided by a Connected PSN Services Contractor or Outgoing Service Providers;

**9.3.7** a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions; and

**9.3.8** identification of potential counter-measures to reduce the likelihood of threats occurring (where possible), and when they do, reducing their potential operational impact, which may or may not subsequently be raised and implemented through the Contractor's obligations to continuously improve the Services under this Consolidated Contract.

**9.4** For the most likely and significant threats and impacts identified as part of the Risk Analysis described in Paragraph 9.3 above, the Contractor shall set out, in the BCDR Plan, the solutions to achieve Business Continuity in the event of those threats occurring. This shall include the processes, procedures and arrangements that shall be invoked by each relevant Party on the occurrence of the disruptive event.

- 9.5** Each solution should describe the alternative arrangements, including, where appropriate, aspects of facilities, people, process and technology, to ensure the continuance of the Critical Functional Processes in accordance with the Recovery Point Objective, Recovery Functional Objective and Recovery Time Objective.
- 9.6** The BCDR Plan shall set out whether the invocation of any business continuity and disaster recovery solution (or element thereof) may negatively impact on any Party's ability to deliver their respective obligations and services.
- 9.7** The BCDR solutions set out in the BCDR Plan in accordance with Paragraphs 9.4 and 9.5 above (the "**BCDR Solutions**") shall:
- 9.7.1** reasonably ensure that each Party can reasonably meet its obligations and deliver its respective services in the event of any disruptive events;
  - 9.7.2** minimise the adverse impact of any disruptive event on the operations of each Party as far as reasonably possible; and
  - 9.7.3** balance the operational impact of any disruption and the timely recovery of the Critical Functional Processes with the cost of implementing that solution (which shall be borne by the Contractor).
- 9.8** The BCDR Plan shall set out any deficiencies in the BCDR Solutions, and assess the risk those deficiencies pose to the Critical Functional Processes. The plan shall set out any mitigating actions to reduce those risks, identifying the ownership of the risk and the Party responsible for performing the mitigating actions.
- 9.9** Where the Contractor owns the risk or mitigating actions, it shall use its best endeavours to remedy any identified deficiencies by any means available, which may include designing and implementing additional solutions to maintain Business Continuity, or proposing a service improvement in accordance with the Contractor's obligations to continuously improve the Services under this Consolidated Contract.
- 9.10** The BCDR Plan shall be designed so as to ensure that:
- 9.10.1** the Services are provided in accordance with this Consolidated Contract at all times during and after the invocation of the BCDR Plan;
  - 9.10.2** the adverse impact of any Disaster, Service Failure or disruption on the operations of the Customer Authority is minimal as far as reasonably possible;
  - 9.10.3** it complies with the relevant provisions of ISO/IEC 27001:2005, ISO 20000 (as amended), any relevant Standards and all other industry standards from time to time in force;
  - 9.10.4** there is a process for the management of Disaster Recovery testing detailed in the BCDR Plan; and
  - 9.10.5** it complies with any associated Recovery Point Objective, Recovery Functional Objective or Recovery Time Objective as set out in the BCDR Plan.
- 9.11** Where the provision of the Services involves handling or processing of any Customer Authority Data, the BCDR Plan shall contain a data backup strategy that contains full details of the Contractor's proposal for the protection, recovery and backup of Customer Authority Data in accordance with this Consolidated Contract ("**Data Backup Strategy**"). The Data Backup Strategy shall detail policies and procedures for:

- 9.11.1 roles and responsibilities for back-up;
  - 9.11.2 process and frequency of data back-up;
  - 9.11.3 secure storage arrangements;
  - 9.11.4 procedures for recovery and restoration of data;
  - 9.11.5 measures to ensure recovered data can be synchronised with the live system;
  - 9.11.6 measures to ensure quality of back-up data;
  - 9.11.7 measures to test and replace as necessary back-up storage media; and
  - 9.11.8 arrangements for testing data recovery procedures.
- 9.12** 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.
- 9.13** 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 Business Continuity Event occurs as a consequence of any Default by the Contractor of this Consolidated Contract.

## **10 BUSINESS CONTINUITY ELEMENT – PRINCIPLES AND CONTENTS**

- 10.1** The Business Continuity Plan shall provide for Services and Contractor System continuity and recovery on the occurrence of a Business Continuity Event including:
- 10.1.1 the unexpected or sudden loss of:
    - (i) Key Personnel;
    - (ii) any Customer Authority personnel on which the Contractor is dependent;
    - (iii) Assets and Customer Authority Assets; and
    - (iv) facilities or data (including Customer Authority Data);
  - 10.1.2 the unexpected or sudden unavailability of third party infrastructures on which the Services depend such as power grids, public highways, telephone switching centres, microwave towers and cell and wireless transmission sites; and
  - 10.1.3 a severe disruption to the Services.
- 10.2** The Business Continuity Plan shall set out a non-exhaustive but adequate list of actions that the Contractor and the Customer Authority shall take to:
- 10.2.1 without prejudice to Clause 41.3 of this Consolidated Contract, allow the Customer Authority to resume operating its businesses in a minimum amount of time, in such order of priority as directed by the Customer Authority, where there has been a total interruption; and
  - 10.2.2 restore the Services in accordance with the Service Levels and the other terms of this Consolidated Contract on the occurrence of any Business Continuity Event.
- 10.3** 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 in the event of a Service Failure or disruption and to ensure continuity of the

business operations supported by the Services including, unless the Customer Authority expressly states otherwise in writing, the:

**10.3.1** 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

**10.3.2** 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.

**10.4** The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services, 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 circumstances under which the Disaster Recovery Plan is invoked.

## **11 DISASTER RECOVERY ELEMENT – PRINCIPLES AND CONTENTS**

**11.1** 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 Customer Authority supported by the Services with, as far as reasonably possible, minimal adverse impact.

**11.2** The Disaster Recovery Plan shall be invoked only when a Disaster occurs.

**11.3** The Disaster Recovery Plan shall include the following except to the extent it is agreed in writing with the Customer Authority that any are not relevant to the provision of the Services:

**11.3.1** the technical design and build specification of the Disaster Recovery System;

**11.3.2** the order in which the Services are to be recovered, unless otherwise directed by the Customer Authority;

**11.3.3** details of the procedures and processes that each Party shall follow in the event of a Disaster to recover the Services, including 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:

- (i) data centre and Disaster Recovery site audits;
- (ii) backup methodology and details of the Contractor's approach to data backup 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; and
  - (x) steps to be taken upon Service resumption to address any continuing effects of the Disaster;
- 11.3.4** 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;
- 11.3.5** access controls to any Disaster Recovery sites used by the Contractor or any Sub-contractor in relation to its obligations pursuant to this Consolidated Schedule; and
- 11.3.6** testing and management arrangements.