

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 3.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 3.2.2 of this Schedule;
"Business Continuity Service"	the business continuity services provided under or pursuant to this Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 3.2.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 7.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 7.3.3 of this Schedule;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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2. Purpose of this Schedule

- 2.1 This Schedule sets out the Buyer's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure of any element of the Deliverables and for restoring the Deliverables through business continuity and as necessary Disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Deliverables.

3. BCDR Plan

- 3.1 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

3.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

3.1.2 the recovery of the Deliverables in the event of a Disaster

- 3.2 The BCDR Plan shall be divided into three sections:

3.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan (the "General Principles");

3.2.2 Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and

3.2.3 Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").

- 3.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan.

- 3.4 If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4. General Principles (Section 1)

- 4.1 Section 1 of the BCDR Plan shall:

4.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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- 4.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 4.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 4.1.4 detail how the BCDR Plan links and interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 4.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels (including but without limitation a website (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Buyer;
- 4.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business process and operations) of different anticipated failures or disruptions;
- 4.1.7 provide for documentation of processes, including business processes, and procedures;
- 4.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 4.1.9 identify the procedures for reverting to "normal service";
- 4.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure there is no data loss and preserve data integrity);
- 4.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2020

- 4.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or Buyer's CAFM System;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;
 - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 4.3 The BCDR Plan shall be designed so as to ensure that:
 - 4.3.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 4.3.2 the adverse impact of any Disaster, service failure or disruption is minimised as far as reasonably possible;
 - 4.3.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 4.3.4 it details a process for the management of disaster recovery testing.
- 4.4 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 4.5 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2020

Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

5. Business Continuity (Section 2)

5.1 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 Deliverables remain supported and to ensure continuity of the business operations supported by the Services including but not limited to:

5.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

5.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

5.2 The Business Continuity Plan shall:

5.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

5.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

5.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

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

6. Disaster Recovery (Section 3)

6.1 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 Supplier ensures continuity of the business operations of the Buyer 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.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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6.2 the Disaster Recovery Plan shall only be invoked in accordance with Paragraph 9 (*Invoking the BCDR Plan*).

6.3 The Supplier's Disaster Recovery Plan shall include the following:

6.3.1 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;

6.3.2 details of the procedures and processes to be put in place by the Supplier and any Subcontractor in relation to the disaster recovery system and the provision of the disaster recovery services and any testing of same including but not limited to:

- (a) data centre and disaster recovery site audits;
- (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
- (c) identification of all potential disaster scenarios;
- (d) risk analysis;
- (e) documentation of processes and procedures;
- (f) hardware configuration details;
- (g) network planning including details of all relevant data networks and communication links;
- (h) invocation rules;
- (i) services recovery procedures;

6.3.3 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule;

6.3.4 the technical design and build specification of the disaster recovery system; and

6.3.5 testing and management arrangements.

7. Review and changing the BCDR Plan

7.1 The Supplier shall review the BCDR Plan:

7.1.1 on a regular basis and as a minimum once every six (6) Months;

7.1.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9; and

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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- 7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 7.1.1 and 7.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 7.2 Each review of the BCDR Plan pursuant to Paragraph 7.1 shall assess its suitability having regard to any change to the Deliverables 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 Supplier within such period as the Buyer shall reasonably require.
- 7.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out:
- 7.3.1 The findings of the review;
- 7.3.2 any changes in the risk profile associated with the Deliverables; and
- 7.3.3 the Supplier's proposals (the **"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 the Supplier can reasonably be expected to be aware of the same) of such proposals may have on any service or system provided by a third party.
- 7.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals 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 risk profile of the Deliverables.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2020

8. Testing the BCDR Plan

8.1 The Supplier shall test the BCDR Plan:

- 8.1.1 regularly and in any event not less than once in every Contract Year;
- 8.1.2 in the event of any major reconfiguration of the Deliverables; and
- 8.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

8.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

8.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

8.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

- 8.5.1 the outcome of the test;
- 8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 8.5.3 the Supplier's proposals for remedying any such failures.

8.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8.7 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 its obligations under this Call-Off Schedule 8 or otherwise.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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9. Invoking the BCDR Plan

- 9.1 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 Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior written consent of the Buyer.

10. Circumstances beyond your control

- 10.1 The Supplier shall not be entitled to relief under Clause 33 (*Circumstances beyond your control*) if it would not have been impacted by the Force Majeure Event had it complied with its obligations under this Schedule.