

ICT SERVICES AGREEMENT SCHEDULES

SCHEDULE 8.6

BUSINESS CONTINUITY AND DISASTER RECOVERY PROVISIONS

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Section A

Product Description

1. PRODUCT TITLE

ICT Services Agreement - Schedule 8.6 (Business Continuity and Disaster Recovery Provisions).

2. PURPOSE OF PRODUCT

- This schedule should set out the Authority's requirements in relation to business continuity, including the requirement on the Contractor to develop, review, test and maintain a business continuity plan and as a subset a disaster recovery plan.
- This schedule will typically set out what level of adverse impact on the Services is appropriate in order for the provisions of the Business Continuity Plan or Disaster Recovery Plan to activate (either in relation to all Services or on a Service by Service basis, depending on business criticality).

3. COMPOSITION

- The general requirements relating to the business continuity are set out in clause 49 of the Agreement and set out the obligations of the Contractor in relation to the development and testing of the BCDR Plan and compliance with the provisions in the schedule.
- The schedule will set out the detail of either:
 - the initial BCDR Plan; or
 - the required content of the BCDR Plan together with the procedures and processes for agreeing the initial draft within set timescales following the Effective Date.

Depending on the nature of the Services and the amount of work to be undertaken before the commencement of the Operational Phase it may or may not be feasible/desirable to agree a baseline draft of the BCDR Plan prior to the Effective Date.

4. DERIVATION

- Authority requirements
- Bidder's proposal

5. RELATED CLAUSES & SCHEDULES

Clauses: 15.4 and guidance (Equipment)

40.5 and guidance (Authority Data)

49 and guidance (Business Continuity and Disaster Recovery)

50.3 (Force Majeure)

55.1.5.13 (Termination Rights)

Guidance: Guidance Note 1 (Key Commercial Principles), section 1 - 16.2 (Force Majeure)

Schedules: 2.1 (Services Description)

2.2 (Service Levels)

6. ALLOCATION

The schedule will develop from the basic requirements of the Authority which should be circulated to and discussed with bidders during the dialogue stage. The detailed schedule will be prepared by the Authority as the Services description evolves and the business criticality of each Service stream is identified and a final version issued as part of the ITT.

7. QUALITY/REVIEW

- The BCDR Plan will need to be developed by the Contractor and reviewed by the Authority. The document is dynamic and will need to be refreshed throughout the Term.
- Authority expertise: technical, legal, procurement/commercial

Section B

Guidance

1. INTRODUCTION

- 1.1 The schedule sets out the detailed provisions relating to business continuity including the requirements on the Contractor to develop, review, change and maintain a BCDR Plan.
- 1.2 It should be noted that the obligations placed on a Contractor with respect to business continuity and disaster recovery may vary considerably depending upon the nature of the project. On one hand the Contractor may be required to provide a full and integrated business continuity and disaster recovery service; on the other hand it may simply be required to undertake a limited range of functions that interface with a wider set of business processes. The scope of this schedule will vary correspondingly. What follows is considered to be typical but must be tailored to the particular business needs of any given project.
- 1.3 The BCDR Plan is a dynamic document which must adapt to the changing needs of the Authority's business, the nature of the Services and the mode of Service delivery. It is also possible that the BCDR Plan will need to be developed to cover new contingencies during the Term.
- 1.4 If it is not practical or feasible to develop a baseline BCDR Plan before the Effective Date then the schedule needs to set out the detailed procedure and applicable timescales for the BCDR Plan to be agreed. The Authority should retain control of approval of the document, and the right to require amendments or additions to it, in order to ensure that the requisite content is included.
- 1.5 Depending on the complexity of the Services, it may be the case that the BCDR Plan will need to deal separately with different Services or Service streams depending on the: (i) business criticality; and (ii) severity of impact of a disaster.

2. KEY PRINCIPLES

- 2.1 The key principles underlying the schedule should be:
 - 2.1.1 to ensure that, in the event of a failure of or disruption to the Services, the Authority is able to maintain continuity of service provision [or restore services fully within [] hours];
 - 2.1.2 to prevent loss of data;
 - 2.1.3 to prevent or minimise (as far as possible) any impact on the achievement of the Service Levels; and
 - 2.1.4 to ensure that normal provision of the Services is recommenced as soon as possible.
- 2.2 The BCDR Plan needs to address all possible levels of impact on the Services (from minimum disruption to total failure) and predict (as far as possible) the range of disasters that might affect the Services.

3. CONTENT

- 3.1 The content of the BCDR Plan will, obviously, vary depending on:
 - 3.1.1 the nature of the Services;
 - 3.1.2 the nature of disasters that are likely to impact on the Services;
 - 3.1.3 the business criticality of the Services (or individual Service streams);
 - 3.1.4 the susceptibility of the Services to disaster and disasters of different types; and
 - 3.1.5 the likely impact of different disasters on the Services.
- 3.2 The following elements are typical in business continuity and disaster recovery plans for ICT Services:
 - 3.2.1 explanation of the effect of invoking the plan on the service delivery;
 - 3.2.2 an evaluation of the strategic importance of each service together with impact and/or risk assessments;

- 3.2.3 assessment of the likely impact of a range of disasters on the services;
- 3.2.4 details of actions that will be taken by the contractor in order to mitigate the potential risks identified;
- 3.2.5 alternative processes (including business processes) and responsibilities in relation to these options;
- 3.2.6 procedures for invoking the business continuity element of the plan;
- 3.2.7 procedures for invoking the disaster recovery element of the plan;
- 3.2.8 key contact details in the event of a disaster;
- 3.2.9 procedures for resuming normal service provision;
- 3.2.10 methodologies for recovering data and transitioning data collected during a disruption to the services;
- 3.2.11 Authority responsibilities in respect of business continuity;
- 3.2.12 steps that the Contractor will take in order to mitigate any effect on the service levels (and resume "normal" service) once the disaster has been recovered.

Section C

Pro-forma/Example Schedule

[Guidance: subject to the agreement of this schedule, the following definitions will need to be added to schedule 1.]

"Business Continuity Plan"	has the meaning set out in paragraph 1.2.2 of schedule 8.6 (Disaster Recovery and Business Continuity Provisions);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of it will be unavailable for period of [] 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 8.6 (Disaster Recovery and Business Continuity 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 8.6 (Disaster Recovery and Business Continuity 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 Service;
"General Principles"	has the meaning set out in paragraph 1.2.1 of schedule 8.6 (Disaster Recovery and Business Continuity and Disaster Recovery Provisions);
"Related Service Provider"	any person who provides services to the Authority in relation to the Project from time to time which persons include without limit as at the Effective Date [].] <i>[Guidance: Authority to insert applicable third party providers.]</i>

1. PURPOSE OF THIS SCHEDULE

- 1.1 This schedule sets out the 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.
- 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 Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 of this schedule 8.6 (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 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 Authority by a Related Service Provider];
 - 3.1.3 contain an obligation upon the Contractor to liaise with the Authority and (at the 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 Authority and any of its other Related Service Providers as notified to the Contractor by the 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 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

- 3.1.6.4 a 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 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 more than [] of data loss and to preserve data integrity;

[Guidance: insert appropriate time period]
 - 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

[Guidance: Consider recording the responsibilities in schedule 3 (Authority responsible)]
 - 3.1.12 [provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the 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 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 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 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 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 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;

[Guidance: Once the detail of Service Levels which will be applicable during the provision of Disaster Recovery Services becomes clearer then further drafting maybe necessary to link this to the Service Levels and Service Credits]

- 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 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 Authority's written requirements. The costs of both parties for any such additional reviews will be met by the 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 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 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 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 Authority may require the Contractor to conduct additional tests of some or all aspects of the BCDR Plan at any time where the 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 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 Authority's requirements and the relevant provisions of the BCDR Plan. The Contractor's costs of the additional test shall be borne by the 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 Authority a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the 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 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. Each test shall be carried out under the supervision of the 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 with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.6 The Contractor shall, within [20 Working Days] of the conclusion of each test, provide to the 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 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 Authority, by the date reasonably required by the 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 8.6 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 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 Authority.