

SCHEDULE 33
BUSINESS CONTINUITY AND DISASTER RECOVERY SERVICES
(Clause 2)

This page is left intentionally blank

SCHEDULE 33**BUSINESS CONTINUITY AND DISASTER RECOVERY SERVICES****1. GENERAL**

- 1.1 The CONTRACTOR shall remain liable to perform Business Continuity and Disaster Recovery Services as specified in this Schedule 33, save where such Business Continuity and Disaster Recovery Services are themselves also affected by Force Majeure as detailed in Clause 10.12.1, in which case the CONTRACTOR shall be required to use all reasonable endeavours to perform such Business Continuity and Disaster Recovery Services, pursuant to Clause 10.12.2.
- 1.2 The CONTRACTOR shall provide Business Continuity and Disaster Recovery Services which will operate in the event of any Incident or occurrence. "Incident" means the occurrence of any failure or unplanned interruption to the Services.
- 1.3 All Business Continuity and Disaster Recovery Services shall be provided at the CONTRACTOR's cost.

2. BUSINESS CONTINUITY AND DISASTER RECOVERY PROCEDURES

- 2.1 Pursuant to Clause 10.12.2, to secure business and service continuity, the CONTRACTOR shall develop and agree with the AUTHORITY, business continuity plans, Disaster Recovery plans ("**Business Continuity Plan**" and "**Disaster Recovery Plan**") and arrangements and procedures to ensure service continuity through alternative arrangements in the event of service standards being affected by (or likely to be affected by) any of the following Incidents or occurrences which shall include, but not be limited to:
- Unexpected or unforeseen changes in workload;
 - Unexpected or unforeseen changes in resources (including absence through sick leave or annual leave);
 - Unexpected or unforeseen loss of accommodation;
 - Failure of normal business processes;
 - Failure of or difficulty with third party arrangements;
 - System failure – including IS/IT; and
 - Loss or failure of data.
- 2.2 The CONTRACTOR shall detail all Business Continuity Plans, Disaster Recovery Plans, arrangements, and procedures to be operated in the event of Incidents or occurrences that could reduce or interrupt their capacity to provide the Services. In detailing these plans, arrangements and procedures the CONTRACTOR shall include the following elements, but not be limited to:
- The name and contact details of the Business Continuity Manager and deputy;
 - Core business in priority order;
 - An analysis of the threats;
 - Roles and responsibilities for key personnel;
 - Solution definition – including timescale for absolute recovery;
 - Identification of all interdependencies;
 - Documentation, including a communication strategy, escalation strategy and a contact list of key personnel;
 - IS/IT systems;
 - Nature and frequency of testing;
 - Training of staff on Business Continuity and Disaster Recovery
 - Health and safety;
 - Recovery times;
 - Timescales to implement plans;

- Third parties;
 - Service Levels; and
 - Salvage procedures.
- 2.3 The CONTRACTOR shall ensure that Business Continuity Plans and Disaster Recovery Plans detail the process and authority for invocation. In the event that the Business Continuity Plans and Disaster Recovery Plans are invoked the CONTRACTOR shall notify the AUTHORITY at the earliest possible opportunity and as soon as is practicable.
- 2.4 In the event that it is necessary to invoke Disaster Recovery, the CONTRACTOR shall ensure that the agreed Disaster Recovery service and appropriate mobilisation is operational within four hours of invocation or within some other timescale specified and agreed between the parties.
- 2.5 The CONTRACTOR shall ensure that recovery from any occurrence or Incident, or the effect of any occurrence or Incident, is effected in the shortest possible timescale and in line with Business Continuity Plans and Disaster Recovery Plans to be agreed with the AUTHORITY.
- 3. AVAILABILITY OF BUSINESS CONTINUITY PLANS AND DISASTER RECOVERY PLANS**
- 3.1 The CONTRACTOR shall develop and provide the AUTHORITY with a copy of its proposed Business Continuity Plans and Disaster Recovery Plans together with any requested supporting documentation. These plans shall be developed during the Transition Period and shall be agreed with the AUTHORITY and implemented and effective as at the Cutover Date.
- 3.2 The CONTRACTOR shall ensure that Business Continuity Plans and Disaster Recovery Plans are maintained, reviewed and rehearsed regularly throughout the term of the Agreement.
- 3.3 The CONTRACTOR shall ensure that restoration and testing at the business recovery centre is tested periodically, but at least annually.
- 3.4 The AUTHORITY reserves the right to examine the CONTRACTOR's Business Continuity Plans and Disaster Recovery Plans periodically, but at least annually, and without giving prior notice.
- 3.5 The AUTHORITY reserves the right to approve the Business Continuity Plans and Disaster Recovery Plans but such approval will not be unreasonably withheld or delayed.