



Smart Meters Programme Schedule 8.6

(Business Continuity and Disaster Recovery Plan) (CSP
South version)

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Amendment History		
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SCHEDULE 8.6
BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

PURPOSE

This Schedule 8.6 (Business Continuity and Disaster Recovery Plan) sets out the DCC's requirements regarding:

- (a) continuation of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs; and
- (b) recovery of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs.

It also includes a requirement on the Contractor to develop, review, test, change and maintain an appropriate and effective business continuity and disaster recovery plan in respect of the Contractor Solution (the "**BCDR Plan**").

The BCDR Plan will form part of the E2E BCDR Plan owned by the DCC. The E2E BCDR Plan is a business continuity and disaster recovery plan which covers the whole of the End-to-End Smart Metering System. The E2E BCDR Plan will be formed of Contractor's BCDR Plan and the Related BCDR Plans (and any equivalent BCDR plans of the DCC).

This Schedule 8.6 comprises the following parts:

Part	Scope
Part A	Development of the BCDR Plan
Part B	Required content of the BCDR Plan
Part C	Review and amendment of the BCDR Plan
Part D	Testing of the BCDR Plan
Part E	Invocation
Appendix 1	Outline BCDR Plan

PART A – DEVELOPMENT OF THE BCDR PLAN

1. OVERVIEW OF BCDR PLAN

- 1.1 The BCDR Plan shall be divided into three sections:
- (a) section 1 which shall set out the general principles applicable to the BCDR Plan, as further described in paragraph 1 of Part B below ("**General Principles**");
 - (b) section 2 which shall relate to business continuity, as further described in paragraph 2 of Part B below ("**Business Continuity Plan**"); and
 - (c) section 3 which shall relate to disaster recovery, as further described in paragraph 3 of Part B below ("**Disaster Recovery Plan**").
- 1.2 The BCDR Plan shall detail the processes and arrangements which the Contractor shall follow to ensure:
- (a) continuation of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs; and
 - (b) recovery of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs.

2. OUTLINE BCDR PLAN

- 2.1 An outline BCDR plan ("**Outline BCDR Plan**") has been agreed between the DCC and the Contractor and is set out in Appendix 1. Subject to paragraph 2.2, the Outline BCDR Plan shall be binding upon the Contractor from the Effective Date until the full BCDR Plan is agreed between the parties in accordance with paragraph 4 (Development of BCDR Plan).
- 2.2 The parties may agree certain amendments to the Outline BCDR Plan to reflect the outcome of the BCDR Alignment Workshops and other procedures referred to in paragraph 3 (Related BCDR Plans).

3. RELATED BCDR PLANS

- 3.1 The Contractor acknowledges that:
- (a) in relation to certain operational matters, the BCDR Plan may need to be consistent with, and interoperate with, the disaster recovery and/or business continuity plans of the DCC and certain of the DCC Service Providers (as notified to the Contractor by the DCC from time to time) (each, a "**Related BCDR Plan**");
 - (b) this Schedule 8.6 sets out certain procedures which are intended to ensure that the BCDR Plan complies with the requirements of paragraph 3.1(a); and

- (c) where applicable, the relevant DCC Service Providers shall be subject to equivalent procedures which are intended to ensure that the Related BCDR Plans also comply with the requirements of paragraph 3.1(a).
- 3.2 In order to facilitate compliance with the requirements of paragraph 3.1(a) by all relevant persons:
- (a) the DCC shall organise one (1) or more workshops relating to the alignment of the BCDR Plan and the Related BCDR Plans (at the times and locations specified by the DCC, acting reasonably) (each, a "**BCDR Alignment Workshop**");
 - (b) the Contractor shall ensure that appropriate representatives of the Contractor (or, where applicable, any Key Sub-contractor), including any representatives specifically identified by DCC, attend each of the BCDR Alignment Workshops; and
 - (c) the Contractor shall promptly provide any co-operation, documentation, data, information or other assistance reasonably requested by the DCC and/or any of the DCC Service Providers identified by the DCC under paragraph 3.1(a) in relation to:
 - (i) the conduct of any of the BCDR Alignment Workshops; and/or
 - (ii) the preparation of the Related BCDR Plans and their alignment with the BCDR Plan.
- 3.3 The Contractor acknowledges and agrees that it shall be required to ensure that the BCDR Plan is consistent with, and interoperates with, the Related BCDR Plans in relation to certain operational matters, both in relation to the initial development of the BCDR Plan under this Part A and on an ongoing basis in accordance with Part C.

4. **DEVELOPMENT OF THE BCDR PLAN**

- 4.1 The Contractor acknowledges that, as a result of the alignment process referred to in paragraph 3 above, the development of the BCDR Plan may need to be conducted on an iterative basis in connection with one or more BCDR Alignment Workshops. Accordingly, the DCC (acting reasonably) may require the Contractor to deliver to the DCC a draft BCDR Plan (or, where applicable, an updated draft BCDR Plan) within ten (10) Working Days after one or more of the BCDR Alignment Workshops. The Contractor shall comply with each such request, and shall ensure that each draft of the BCDR Plan:
- (a) complies with the requirements of this Schedule 8.6, including Part B below;
 - (b) complies with the requirements set out in Schedule 2.1 (DCC Requirements);
 - (c) complies with, and has been developed in accordance with, the applicable Security Standards;

- (d) complies with the agreed outcome of any BCDR Alignment Workshops and other procedures referred to in paragraph 3; and
 - (e) complies with the Outline BCDR Plan, unless otherwise agreed by the parties in writing (including to reflect the outcome of the BCDR Alignment Workshops and other procedures referred to in paragraph 3).
- 4.2 The Contractor shall ensure that the disaster recovery and business continuity plans of its Sub-contractors are consistent with, and integrated with, the BCDR Plan.
- 4.3 Within ten (10) Working Days after receipt of the draft BCDR Plan from the Contractor, the DCC shall notify the Contractor if it (acting reasonably) considers that:
- (a) the draft is insufficiently detailed to be properly evaluated;
 - (b) the draft does not comply with any of the requirements set out in paragraph 4.1;
 - (c) the procedures, activities, resources or other arrangements described in the draft are inadequate to ensure:
 - (i) continuation of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs; and
 - (ii) recovery of the DCC business processes and operations (including the provision of the DCC Services) supported by the Contractor Solution where a Service Disruption or Disaster occurs;
 - (d) any testing arrangements specified in the draft BCDR Plan are insufficient or impractical;
 - (e) any Recovery Time Objectives, Recovery Point Objectives or equivalent objectives set out in the draft BCDR Plan are insufficient, taking account of:
 - (i) the relevant requirements set out in Schedule 2.1 (DCC Requirements), Schedule 2.2 (Performance Measures and Monitoring), this Schedule 8.6 and/or the Outline BCDR Plan; and/or
 - (ii) the need for the BCDR Plan to be consistent with, and interoperate with, the Related BCDR Plans;
 - (f) any of:
 - (i) the proposed obligations on the DCC;
 - (ii) the proposed obligations on any DCC Service Providers; and/or

(iii) any other proposed dependencies,

specified by the Contractor in the draft BCDR Plan are unreasonable or impractical for any reason (taking account of the relevant resources available to the DCC, the DCC Service Providers or any applicable third parties);

(g) the draft BCDR Plan is not consistent and/or does not interoperate with any Related BCDR Plan; and/or

(h) the BCDR Plan has been developed in a way which prevents, or substantially hinders, any Related BCDR Plan being consistent and/or interoperating with the BCDR Plan as required by the DCC,

(each for the purposes of this paragraph 4, a "**non-conformity**").

4.4 By no later than ten (10) Working Days (or such longer period as determined by the DCC, acting reasonably and taking appropriate account of both (i) the extent of the relevant amendments and (ii) the need to ensure that the BCDR Plan is approved in an expeditious manner) after receipt of a notice from the DCC under paragraph 4.3 or 4.5, the Contractor shall:

(a) make any amendments to the BCDR Plan that are necessary to address any non-conformities notified by the DCC under paragraph 4.3 or 4.5; and

(b) re-submit the revised BCDR Plan to the DCC for approval.

4.5 Within ten (10) Working Days after receipt of the revised BCDR Plan from the Contractor, the DCC shall notify the Contractor of any new or outstanding non-conformities.

4.6 The process in paragraphs 4.4 and 4.5 will then be repeated until the DCC notifies the Contractor that the BCDR Plan is approved (except that the timescales in paragraphs 4.4 and 4.5 may be adjusted in relation to any repetition of the process in such paragraphs by the DCC, acting reasonably and taking appropriate account of the extent of any amendments to be made to the BCDR Plan by the Contractor). Any dispute relating to the existence of non-conformities in the draft BCDR Plan shall be referred to the Dispute Resolution Procedure.

4.7 The DCC shall provide any information or assistance reasonably requested by the Contractor in relation to the preparation of the BCDR Plan under this paragraph 4 (or any updates under Part C).

4.8 The Contractor acknowledges and accepts that the DCC's approval of the BCDR Plan shall not relieve the Contractor of its responsibility for ensuring that the BCDR Plan at all times complies with the requirements of this Schedule 8.6.

PART B – REQUIRED CONTENT OF THE BCDR PLAN

1. GENERAL PRINCIPLES AND REQUIREMENTS

1.1 The BCDR Plan shall:

- (a) be consistent with the BCDR Solution Specification (as further described in Schedule 6.3 (Development Process));
- (b) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (c) provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Contractor Solution and any services provided to the DCC by DCC Service Providers;
- (d) contain an obligation upon the Contractor to liaise with the DCC and (at the DCC's request) any DCC Service Providers and/or DCC Service Users with respect to issues concerning business continuity and disaster recovery. Liaison with the DCC Service Providers shall be conducted in accordance with the applicable Co-operation Agreement, Schedule 8.7 (Co-operation) and the Contractor's other obligations under this Agreement;
- (e) provide reasonable detail regarding how the BCDR Plan is consistent with, and interoperates with, the Related BCDR Plans;
- (f) provide reasonable details of how any failure of any of the services provided to the DCC by DCC Service Providers may impact on the provision of the Services (and how the Contractor shall respond to any such impact);
- (g) provide reasonable details of how the invocation of any element of any Related BCDR Plan may impact upon the provision of the Services (and how the Contractor shall respond to any such impact);
- (h) contain a communication strategy including details of an incident and problem management service;
- (i) contain a risk analysis, including:
 - (i) Service Disruption and Disaster scenarios and assessments and estimates of frequency of occurrence;
 - (ii) identification of any single points of failure within the Contractor Solution and processes for managing the risks arising from any such single points of failure;
 - (iii) identification of risks arising from the interaction of the Contractor Solution with the services provided by any of the DCC Service Providers; and

- (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated Service Disruptions and Disasters;
- (j) provide for documentation of processes, including business processes, and procedures that are relevant to the Services;
- (k) set out key contact details (including roles and responsibilities) for the Contractor (and any Key Sub-contractors) and for the DCC;
- (l) identify the procedures for reverting to "normal service";
- (m) set out method(s) of recovering or updating all DCC Data which is collected (or which ought to have been collected) during a Service Disruption or Disaster;
- (n) identify the responsibilities (if any) that the DCC has agreed it will assume in the event of the invocation of the BCDR Plan;
- (o) provide for the provision of technical advice and assistance to key contacts at the DCC (as notified by the DCC from time to time) regarding the BCDR Plan and/or its integration with the DCC's business continuity plans;
- (p) specify the tests to be conducted by the Contractor in accordance with Part D of this Schedule 8.6 (which shall be sufficient to determine the extent to which the BCDR Plan complies with the requirements of this Schedule 8.6 and, accordingly, the extent to which the Contractor is able to comply with its applicable obligations under this Agreement); and
- (q) specify the Recovery Time Objectives, Recovery Point Objectives and any other equivalent objectives applicable to the Services (which, as a minimum, shall be consistent with the requirements of this Agreement, including Schedule 2.2 (Performance Measures and Monitoring)).

1.2 The BCDR Plan shall be designed so as to ensure that:

- (a) the Services are provided in accordance with this Agreement (including each of the DCC Requirements) at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster or Service Disruption on the operations of the DCC (including the provision of the DCC Services) is minimised as far as reasonably possible;
- (c) it complies (and that the Contractor is able to comply with) with all relevant standards specified in Schedule 2.3 (Standards) including:
 - (i) BS ISO 27031;
 - (ii) ISO 22301; and

- (iii) the Business Continuity Institute (BCI) Good Practice Guidelines;
 - (d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan;
 - (e) there will be no Breach of Security as a result of any Disaster or Service Disruption;
 - (f) there will be no loss of any DCC Data as a result of any Disaster or Service Disruption in excess of the relevant Recovery Point Objective; and
 - (g) the integrity of all DCC Data shall be preserved notwithstanding any Disaster or Service Disruption.
- 1.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to:
- (a) the Contractor Solution;
 - (b) the DCC business processes facilitated by, and the DCC business operations (including the provision of the DCC Services) supported by, the Contractor Solution; and/or
 - (c) any of the Related BCDR Plans.

2. **BUSINESS CONTINUITY – PRINCIPLES AND CONTENTS**

- 2.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure: (i) that the DCC business processes and operations (including the provision of the DCC Services) facilitated by the Contractor Solution remain supported; and (ii) continuation of the DCC business operations (including the provision of the DCC Services) supported by the Contractor Solution, including (unless DCC expressly states otherwise in writing):
- (a) the alternative processes (including business processes), options and responsibilities that shall be adopted in the event of a Service Disruption; and
 - (b) the steps to be taken by the Contractor upon resumption of the Services in order to address any prevailing effect of the Service Disruption, including a root cause analysis of the Service Disruption and a plan to mitigate the cause(s) identified.
- 2.2 The Business Continuity Plan shall address the various possible levels of Service Disruptions and the services to be provided, and the steps to be taken, to remedy the different levels of Service Disruption.
- 2.3 The Business Continuity Plan shall set out details of how the Contractor shall ensure compliance with security standards (including those set out in Schedule 2.3 (Standards), Schedule 2.5 (Security Management Plan) and/or

Schedule 2.1 (DCC Requirements)), ensuring that compliance is maintained for any period during which the Business Continuity Plan is invoked.

2.4 The Business Continuity Plan shall clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

3. **DISASTER RECOVERY ELEMENT – PRINCIPLES AND CONTENTS**

3.1 The Disaster Recovery Plan shall be designed so as to ensure that, upon the occurrence of a Disaster, the Contractor can ensure continuity of the business operations of DCC (including the provision of the DCC Services) supported by the Contractor Solution with, as far as reasonably possible, minimal adverse impact.

3.2 The Disaster Recovery Plan shall include the following:

- (a) details of the Disaster Recovery Services;
- (b) the technical design and build specification of the BCDR Solution;
- (c) details of the procedures and processes to be put in place by the Contractor and any Key Sub-contractor in relation to the BCDR Solution and the provision of the Disaster Recovery Services and any testing of the same including:
 - (i) data centre and disaster recovery site audits and processes to agree with the DCC to implement defects or issues identified as a result of the BCDR site audits;
 - (ii) backup methodology and details of the Contractor's approach to data back-up and data verification;
 - (iii) identification of all appropriate disaster scenarios (including all disaster scenarios required by Good Industry Practice and BCI Good Practice Guidelines);
 - (iv) appropriate risk analysis (including analysis of logical and physical risk scenarios and organisational and operational risk scenarios);
 - (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 prevailing effect of the Disaster;

- (d) any applicable performance measures with respect to the provision of Disaster Recovery Services and details of any relaxation of the other Performance Measures specified in this Agreement during any period of invocation of the Disaster Recovery Plan (as agreed with the DCC);
- (e) details of how the Contractor shall ensure compliance with security standards (including those set out in Schedule 2.3 (Standards), Schedule 2.5 (Security Management Plan) and/or Schedule 2.1 (DCC Requirements)), ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (f) details of how the Contractor will ensure ongoing compliance with the DCC Requirements during any period of invocation of the Disaster Recovery Plan; and
- (g) access controls to any disaster recovery sites used by the Contractor or any Key Sub-contractor in relation to its obligations pursuant to this Schedule 8.6.

PART C – REVIEW AND AMENDMENT OF THE BCDR PLAN

1. REVIEW AND AMENDMENT PROCEDURES

- 1.1 The Contractor shall, at its own cost, review the BCDR Plan (and the risk analysis on which it is based):
- (a) on a regular basis and, as a minimum, once every six (6) months;
 - (b) within ten (10) Working Days after the implementation of (i) any material Change to this Agreement or (ii) any Project;
 - (c) within ten (10) Working Days after the implementation of any material change to the Contractor Solution;
 - (d) within ten (10) Working Days after any material change to the DCC business processes facilitated by, and the DCC business operations (including the provision of the DCC Services) supported by, the Contractor Solution (as notified to the Contractor by the DCC from time to time);
 - (e) within ten (10) Working Days after any material change to known or identified vulnerabilities or risks;
 - (f) within ten (10) Working Days after any material change to the E2E BCDR Plan;
 - (g) within ten (10) Working Days after any material change to any Related BCDR Plan (as notified to the Contractor by the DCC from time to time); and
 - (h) within three (3) months after the BCDR Plan (or any part) having been invoked pursuant to Part E of this Schedule 8.6.

The parties (acting reasonably) may agree to consolidate or co-ordinate some of the above review requirements on a case-by-case basis where appropriate.

- 1.2 The DCC may, at any time, request an additional review of the BCDR Plan in addition to those referred to in paragraph 1.1, and the Contractor shall conduct any such review in accordance with DCC's written requirements, provided that:
- (a) the DCC notifies the Contractor at least ten (10) Working Days before it requires such review to be completed by the Contractor; and
 - (b) the reasonable costs incurred by the Contractor in relation to such review (to be agreed by the parties prior to starting the review) shall be borne by the DCC.
- 1.3 Each review of the BCDR Plan under paragraph 1.1 or 1.2 shall:
- (a) be a review of the procedures and methodologies set out in the BCDR Plan;

- (b) assess their suitability having regard to any change to:
 - (i) the Contractor Solution;
 - (ii) any underlying DCC business processes and operations (including the provision of the DCC Services) facilitated by or supported by the Contractor Solution; and/or
 - (iii) any of the Related BCDR Plans,

which have taken place since the date which is later of (i) the original approval of the BCDR Plan or (ii) the last review of the BCDR Plan; and

- (c) have regard to any occurrence of any event since the date referred to in paragraph 1.3(b) (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.

1.4 Each review of the BCDR Plan under paragraph 1.1 or 1.2 shall be completed by the Contractor within the period specified in paragraph 1.1 or, where paragraph 1.2 applies, within such period as DCC shall reasonably require.

1.5 The Contractor shall, within ten (10) Working Days after the conclusion of each review of the BCDR Plan under paragraph 1.1 or 1.2, provide to DCC a report ("**Review Report**") setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Contractor Solution; and
- (c) the 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:
 - (i) the DCC business processes and operations (including the provision of the DCC Services) facilitated by or supported by the Contractor Solution;
 - (ii) any services provided to the DCC by any DCC Service Providers; and/or
 - (iii) any Related BCDR Plans,

(the "**Contractor Proposals**").

1.6 The Contractor Proposals shall be reviewed and approved by the DCC in accordance with the procedure set out in paragraph 4 (Development of the BCDR Plan) of Part A of this Schedule 8.6.

- 1.7 As soon as reasonably practicable (and, in any event, within ten (10) Working Days) after receiving the DCC's approval of the Contractor Proposals under paragraph 1.6, the Contractor shall update the BCDR Plan to incorporate the approved Contractor Proposals.

PART D – TESTING OF THE BCDR PLAN

1. GENERAL TESTING PROCEDURES

- 1.1 The Contractor shall test the BCDR Plan on a regular basis (and, in any event, not less than once in every Contract Year) in accordance with the testing arrangements set out in the BCDR Plan and the specific test plan approved by the DCC from time to time.
- 1.2 The Contractor acknowledges that its testing activities under this Part D shall, if requested by the DCC, be co-ordinated with the equivalent testing activities of certain DCC Service Providers relating to the applicable Related BCDR Plans and/or certain DCC Service Users.
- 1.3 Without limiting paragraph 1.1, at least once in every Contract Year, the Contractor shall carry out a full test, in accordance with the testing arrangements set out in the BCDR Plan, of the "fail over" arrangements relating to the Contractor Solution (as further described in the BCDR Solution Specification (as further described in Schedule 6.3 (Development Process)) ("**Fail Over**") in order to determine whether:
- (a) the Fail Over can be successfully implemented within the applicable period specified in the BCDR Plan;
 - (b) the Services can be provided following a Fail Over in accordance with the requirements of this Agreement; and
 - (c) the Services can be successfully restored within the applicable period specified in the BCDR Plan.
- 1.4 For the avoidance of doubt the Contractor shall only be required by paragraph 1.3 above to conduct full Fail Over in respect of the following dedicated solution elements:
- SMIP Home Location Register (HLR);
 - SMIP Gateway GPRS Support Node (GGSN);
 - SMIP Security Infrastructure;
 - SMIP DNS;
 - SMIP DCC WAN Gateway;
 - SMIP Smart M2M platform;
 - SMIP service desk;
 - SMIP Connnode mesh management platform;
 - SMIP bulk messaging; and
 - SMIP Security operations centre.

The Contractor, acting reasonably, shall notify the DCC in advance of planned Fail Over testing of any dedicated solution elements that it is not able to Fail Over during the planned testing period with the reasons for the postponement and the dates by which the Contractor would be able to carry out re-scheduled Fail Over testing.

For the avoidance of doubt, the Contractor shall not be required by paragraph 1.3 above to conduct full Fail Over in respect of any shared solution elements with adequate alternative arrangements to demonstrate the overall robustness of the BCDR Plan.

2. ADDITIONAL TESTING

2.1 Subject to paragraph 2.2, the DCC may require the Contractor to conduct additional tests of some or all aspects of the BCDR Plan at any time where the DCC considers it necessary, including:

- (a) where there has been any change to:
 - (i) the Contractor Solution;
 - (ii) the DCC business processes facilitated by, and the DCC business operations (including the provision of the DCC Services) supported by, the Contractor Solution; and/or
 - (iii) any of the Related BCDR Plans;
- (b) on the occurrence of any event which may increase the likelihood of the need to invoke the BCDR Plan.

2.2 If the DCC requires an additional test of the BCDR Plan under paragraph 2.1:

- (a) the DCC shall give the Contractor at least ten (10) Working Days' prior written notice of the date(s) on which such tests are to be conducted; and
- (b) the Contractor shall conduct the test in accordance with the DCC's requirements and the relevant provisions of the BCDR Plan.

2.3 The Contractor's costs of the additional test shall be borne by DCC 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.

3. TESTING REQUIREMENTS

3.1 The Contractor shall undertake and manage any testing of the BCDR Plan in full consultation with the DCC and shall liaise with the DCC in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the DCC in this regard (which shall include performing such testing activities in accordance with paragraph 1.2). Each test shall be carried out under the supervision of the DCC or its nominee.

3.2 The Contractor shall ensure that any use by it or any Sub-contractor of any DCC Confidential Information in such testing is first approved by the DCC in writing. Copies of any DCC Confidential Information used in any such testing

shall be (if so required by DCC) destroyed or returned to DCC on completion of the test.

- 3.3 Following completion of each test, the Contractor shall provide to the DCC a written report summarising any circumstances revealed during the test that would (or may) result in a Severity Level 1, 2, or 3 Incident if a Service Disruption or Disaster occurred. In particular, the report shall set out:
- (a) the reasons for the occurrence of such Incidents; and
 - (b) the Contractor's proposals for remedying any such Incidents.

The Contractor shall provide such report to the DCC within (i) five (5) Working Days after the completion of each test in relation to any Severity Level 1 Incidents and (ii) ten (10) Working Days after the completion of each test in relation to any Severity Level 2 or 3 Incidents.

- 3.4 The Contractor shall, within twenty (20) Working Days after the conclusion of each test, provide to the DCC a written report summarising the full results of the test and, in particular, setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) the Contractor's proposals for remedying any such failures.

- 3.5 Following each test, the Contractor shall promptly implement any actions or remedial measures reasonably requested in writing by the DCC (including requests for the re-testing of the BCDR Plan) to remedy any deficiencies in the BCDR Plan. Such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the DCC, by the date reasonably required by the DCC and set out in such notice.

- 3.6 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.

4. **CO-OPERATION WITH DCC SERVICE PROVIDERS**

The Contractor shall promptly provide any co-operation, documentation, data, information or other assistance reasonably requested by the DCC and/or any of the DCC Service Providers identified by the DCC under paragraph 3.1(a) in relation to the testing of any Related BCDR Plan or the E2E BCDR Plan.

PART E – INVOCATION

1. INVOCATION REQUIREMENTS

- 1.1 In the event of a Service Disruption or a Disaster, the Contractor shall immediately take the appropriate steps as identified by the BCDR Plan (and shall inform the DCC promptly of such steps having been taken).
- 1.2 In all other instances, the Contractor shall only invoke or test the BCDR Plan with the prior consent of the DCC.
- 1.3 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.
- 1.4 A Disaster shall only be declared, and/or a Fail Over initiated, in accordance with the applicable rules and procedures set out in the Disaster Recovery Plan.
- 1.5 Any “fail back” of the Services following the occurrence of a Fail Over shall be subject to the prior written consent of the DCC and the applicable rules and procedures set out in the Disaster Recovery Plan.

Appendix 1 – Outline BCDR plan

