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Should you have any queries, please contact Commercial@SmartDCC.co.uk

SCHEDULE 9

BUSINESS CONTINUITY AND DISASTER RECOVERY

1. BCDR PLAN

- 1.1 The Contractor shall prepare, deliver, maintain and update a plan which shall detail the processes and arrangements that the Contractor shall follow to provide:-
- 1.1.1 continuity of the business processes and operations of the Contractor following any failure or disruption of any element of the Services; and
 - 1.1.2 the recovery of the Services in the event of a Disaster,
- the "**BCDR Plan**".
- 1.2 The BCDR Plan shall, as a minimum, include the information set out in Appendix 1.
- 1.3 Within forty (40) Business Days from the Commencement Date the Contractor shall prepare and deliver to the DCC for the DCC's written approval the draft BCDR Plan.
- 1.4 Following receipt of the draft BCDR Plan from the Contractor, the DCC shall:-
- 1.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
 - 1.4.2 notify the Contractor in writing that it approves or rejects the draft BCDR Plan no later than ten (10) Business Days after the date on which the draft BCDR Plan is first delivered to the DCC.
- 1.5 If the DCC rejects the draft BCDR Plan:-
- 1.5.1 the DCC shall inform the Contractor in writing of its reasons for its rejection; and
 - 1.5.2 the Contractor shall then revise the draft BCDR Plan (taking reasonable account of the DCC's comments) and shall re-submit a revised draft BCDR Plan to the DCC for the DCC's approval within ten (10) Business Days of the date of the DCC's notice of rejection. The provisions of Paragraph 1.4 and this Paragraph 1.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 2.1 The Contractor shall review the BCDR Plan (and the risk analysis on which it is based):-
- 2.1.1 on a regular basis and as a minimum once every six (6) months;
 - 2.1.2 within two (2) months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 4; and
 - 2.1.3 where the DCC requests any additional reviews (over and above those provided for in Paragraphs 2.1.1 and 2.1.2) by notifying the Contractor to such effect in writing, whereupon the Contractor shall conduct such reviews in accordance with the DCC's written requirements.

2.2 At least ten (10) Business Days before the commencement of the Development Phase and Transition to Live Phase, the Contractor shall prepare and deliver to the DCC for the DCC's written approval the BCDR Plan for that Phase.

3. TESTING OF THE BCDR PLAN

3.1 The Contractor shall test the BCDR Plan on a regular basis and, in any event:-

3.1.1 not less than once in every Contract Year;

3.1.2 in the event of any major reconfiguration of the Services; and

3.1.3 as otherwise reasonably requested by the DCC.

4. INVOCATION OF THE BCDR PLAN

4.1 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 DCC promptly of such invocation). In all other instances the Contractor shall invoke or test the BCDR Plan only with the prior consent of the DCC.

5. RELATED BCDR PLANS

5.1 The Contractor acknowledges that the BCDR Plan may need to be consistent with, and interoperate with, the disaster recovery and/or business continuity plans of the DCC and other Relevant Service Providers (each a "**Related BCDR Plan**").

5.2 The Contractor shall promptly provide any co-operation (which may include attendance at workshops with the DCC and Relevant Service Providers), documentation, data, information or other assistance reasonably requested by the DCC or any Relevant Service Provider in relation to the preparation of any Related BCDR Plan and its alignment with the BCDR Plan.

APPENDIX 1

BCDR PLAN

1. GENERAL PRINCIPLES AND REQUIREMENTS

1.1 The BCDR Plan shall:-

- 1.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 1.1.2 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 DCC by DCC Service Providers;
- 1.1.3 contain an obligation upon the Contractor to liaise with the DCC and (at the DCC's request) any DCC Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;
- 1.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the DCC and any of its other Relevant Service Providers in each case as notified to the Contractor by the DCC from time to time;
- 1.1.5 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 DCC;
- 1.1.6 contain a risk analysis, including:-
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a DCC Service Provider; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 1.1.7 provide for documentation of processes, including business processes, and procedures;
- 1.1.8 set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-contractors) and for the DCC;
- 1.1.9 identify the procedures for reverting to "normal service";
- 1.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure to the extent practicable that there is no more than the accepted amount of data loss and to preserve data integrity;

- 1.1.11 identify the responsibilities (if any) that the DCC has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 1.1.12 provide for the provision of technical advice and assistance to key contacts at the DCC as notified by the DCC from time to time to inform decisions in support of the DCC's business continuity plans.

1.2 The BCDR Plan shall be designed to:-

- 1.2.1 enable to the extent reasonably feasible the Services are provided in accordance with this Agreement at all times during and after the invocation of the BCDR Plan;
- 1.2.2 minimise the adverse impact of any Disaster, service failure, or disruption on the operations of the DCC is minimal as far as reasonably possible;
- 1.2.3 comply with the relevant provisions of ISO/IEC 27002; and
- 1.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

1.3 The BCDR Plan shall 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.

2. BUSINESS CONTINUITY

2.1 The BCDR Plan shall set out the arrangements that are to be invoked to maintain continuity of support for the business processes and operations facilitated by the Services and to maintain continuity of the business operations supported by the Services including, unless the DCC expressly states otherwise in writing:-

- 2.1.1 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
- 2.1.2 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.

2.2 The BCDR Plan shall:-

- 2.2.1 address the most likely scenarios, in the Contractor's judgment, of failures of or disruptions to the Services;
- 2.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;
- 2.2.3 clearly set out the conditions and/or circumstances under which the BCDR is invoked.

3. DISASTER RECOVERY

3.1 The BCDR Plan shall be designed so that upon the occurrence of a Disaster the Contractor uses reasonable endeavours to provide continuity of the business operations of the DCC 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.

3.2 The BCDR Plan shall include the following:-

3.2.1 details of the procedures and processes to be put in place by the Contractor and any testing of the same including but not limited to the following:-

- (a) data centre and disaster recovery site audits;
- (b) backup methodology and details of the Contractor's approach to data back-up and data verification;
- (c) identification of 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) service recovery procedures; and
- (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;

3.2.2 details of how the Contractor shall ensure compliance with Clause 41 (*Security Requirements*) for any period during which the BCDR Plan is invoked;

3.2.3 access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule 9; and

3.2.4 testing and management arrangements.