

## **Schedule 12: Business Continuity and Disaster Recovery**

This Schedule sets out the requirements for security, business continuity and disaster recovery.

### **1 Security Requirements**

- 1.1 At least thirty (30) Working Days prior to the Start Date, the Contractor shall produce a system security plan ("**Security Plan**"). The Security Plan shall include the following:
  - 1.1.1 an assessment, undertaken prior to the Start Date, of the level of security required;
  - 1.1.2 details of the security requirements and implementation for each component identified in the Security Plan; and
  - 1.1.3 a definition of the security threats and counter measures.
- 1.2 The Contractor shall ensure that the BBC Database and the BBC System are kept in a secure environment with suitable access control measures and such access control measures are fully defined in the Security Plan.
- 1.3 The Contractor shall take appropriate measures to protect the BBC Database and the BBC System from unauthorised use, access or incursion whether internal or external and shall define all links and controls in the Security Plan.

### **2 Requirements for Business Continuity**

- 2.1 The Contractor shall:
  - 2.1.1 at least thirty (30) Working Days prior to the Start Date devise, implement and report to the BBC on its Business Continuity Management System;
  - 2.1.2 thereafter, maintain a formal and effective Business Continuity Management System that:
    - (a) includes a rehearsal and testing programme to ensure business continuity arrangements are effective and updated continuously throughout the Term in line with this Schedule 12;
    - (b) complies with BS25999, and working towards being accredited under BS25999 by the end of the first year from the Start Date;
    - (c) provides throughout the Term for the prioritisation of the Services provided to the BBC including recovery of Critical Systems within twenty four (24) hours and recovery of Non-Critical Systems within seventy two (72) hours in the event of an Incident (as agreed in writing with the BBC);
    - (d) includes monitoring and reporting arrangements to the BBC in line with this Schedule 12; and

- (e) includes any other business continuity activity or arrangement that the BBC reasonably requests the Contractor to include. Where such additional activity or arrangement changes the Business Continuity Policy, Business Continuity Plans then the Parties shall agree costs associated with such change (if any) in accordance with the Change Control Procedure.

### 3 Governance of Business Continuity

#### 3.1 The Contractor shall ensure that there is:

- 3.1.1 business continuity sponsorship and responsibility at board of directors level within the Contractor's organisation;
- 3.1.2 appropriate senior management responsibility within the Contractor for business continuity; and
- 3.1.3 sufficient qualified, competent business continuity planning expertise deployed within the Contractor and in support of business continuity for the Services.

#### 3.2 The Contractor shall appoint a business continuity manager from its management team who shall be responsible for the Business Continuity Plan and activities as they relate to the Services (the "**Contractor's Business Continuity Manager**").

#### 3.3 The BBC shall appoint a business continuity manager who shall act as a single point of contact for the Contractor for the business continuity activities required in this Agreement (the "**BBC's Business Continuity Manager**").

#### 3.4 Either Party may declare an Incident and their Business Continuity Manager shall communicate this to the other Party's Business Continuity Manager. The conditions for declaring an Incident and invoking the Business Continuity Plan shall be defined in the Business Continuity Policy.

### 4 Business Continuity Policy

#### 4.1 The Contractor shall deliver a Business Continuity Policy produced and owned by the director at board level responsible for the business continuity in the Contractor's organisation, outlining the aims, principles and approach to business continuity management in the organisation.

#### 4.2 The Contractor's business continuity performance and issues arising from such performance under this Agreement shall be reviewed at least every six (6) months during the Term by the appropriate governance board and any issues escalated to the group or board identified by the BBC.

#### 4.3 The Contractor shall implement appropriate and timely corrective actions to remedy any defects in the Contractor's business continuity performance identified by the BBC.

**5 Business Continuity Plans**

- 5.1 The Contractor shall devise the Business Continuity Plans from the Effective Date and submit it to the BBC for approval under paragraph 5.3. The Contractor shall implement the Business Continuity Plans from the Start Date and thereafter maintain the Business Continuity Plans throughout the Term and shall ensure that the information contained therein is kept up-to-date including roles, names of post holders and contact details.
- 5.2 The Business Continuity Plans shall describe the arrangements which shall be in place to ensure the continuity of the Services to the BBC in the event of a predicted or unpredicted incident, or disaster which may threaten the delivery of the Services provided by the Contractor to the BBC.
- 5.3 The Contractor shall submit the Business Continuity Plan to the BBC for review and approval by the BBC on an annual basis during the Term; the first such review to take place within forty (40) Working Days after the Effective Date and each subsequent review to take place within forty (40) Working Days of each anniversary thereafter. For the avoidance of doubt, review of the Business Continuity Plan by the BBC should not be interpreted by the Contractor as any form of endorsement or approval by the BBC of the Contractor's business continuity processes or their effectiveness. Notwithstanding any such review, it remains the Contractor's responsibility throughout the Term to ensure the effectiveness of the business continuity processes, policy, plans and systems.
- 5.4 As a minimum the Business Continuity Plans shall provide for recovery of Critical Systems within twenty four (24) hours and recovery of Non-Critical Systems within seventy two (72) hours from the following business-critical threats:
- 5.4.1 threat to human resources;
  - 5.4.2 threat to accommodation;
  - 5.4.3 threat to utilities' supply;
  - 5.4.4 threat to the supply and safe storage of goods and/or supply of Services including Equipment and timely access thereto;
  - 5.4.5 threat to critical systems, including electronic systems and communication systems; and
  - 5.4.6 threat to key/critical suppliers (including Key Subcontractors).
- 5.5 The Business Continuity Plans shall cover the business continuity approach for all people and sites used to provide the Services. A copy of the relevant Business Continuity Plans shall be held at each such Location.
- 5.6 The Business Continuity Plans shall be reviewed and if necessary updated every six (6) months (from the Start Date).
- 5.7 Following any Business Continuity Incident or any circumstance which the Parties agree could become a Business Continuity Incident (a "**Threatened Business Continuity Incident**"), the Contractor shall update the Business Continuity Plans as appropriate

**6 Disaster Recovery Plans**

- 6.1 The Contractor shall devise the Disaster Recovery Plans from the Effective Date. The Contractor shall implement the Disaster Recovery Plans from the Start Date and thereafter maintain the Disaster Recovery Plans throughout the Term. The Disaster Recovery Plans shall identify key roles, critical systems, dependencies and their single points of failure, contact details and emergency call-out procedures that shall be deployed in the event of a Business Continuity Incident to ensure the speedy recovery and restoration of the proper provision of the Services to the BBC in accordance with this Agreement, within a maximum of twenty four (24) hours for Critical Systems and recovery of Non-Critical Systems within seventy two (72) hours.
- 6.2 In devising the Disaster Recovery Plans, the Contractor shall assess the critical IT and systems and any relevant part of the BBC System for which contingency arrangements must be put in place.

**7 Co-operation and Liaison**

- 7.1 The Contractor shall co-ordinate its business continuity activities and ensure that its Business Continuity Plans are consistent with those of the BBC in accordance with paragraph 5 above and with those of any Subcontractors and agents of the Contractor. The Contractor shall incorporate into its Business Continuity Plans any interdependencies with business continuity plans of all relevant BBC contractors and such other parties as the BBC may from time-to-time nominate as notified to the Contractor.
- 7.2 The Contractor shall prepare information for, ensure senior attendance at and contribute to any business continuity meetings, workshops and rehearsals as and when the BBC may reasonably require.
- 7.3 The Contractor shall ensure that its Subcontractors, agents and suppliers have robust business continuity plans so as to enable the Contractor to meet its obligations under this Agreement. When requested by the BBC the Contractor shall provide evidence that it has reviewed and confirmation that it is satisfied with its Subcontractors, agents and suppliers' business continuity arrangements.

**8 Management of Threats/Business Continuity Risks and Assessment**

- 8.1 The Contractor shall routinely identify and record any and all Business Continuity Risks that it becomes aware of and shall notify the BBC of the same promptly.
- 8.2 For every Business Continuity Risk identified in accordance with paragraph 7.1 above, the Contractor shall assess and manage the risk and impact to the Services using industry standard methodology.
- 8.3 The Contractor shall review its risk management and business impact analyses in respect of Business Continuity Risks:
- 8.3.1 at least every six (6) months from the Effective Date; and

8.3.2 whenever any factor that may materially influence the outcome of the assessment of Business Continuity Risks changes,

with the outcome of these reviews being integrated into the Business Continuity Plans.

8.4 All Business Continuity Risks identified by the Contractor shall be recorded in a risk register ("**Business Continuity Risk Register**"). The Contractor shall submit copies of an up-to-date Business Continuity Risk Register to the BBC promptly.

8.5 During any Disaster Recovery Period the Contractor shall deploy the Business Continuity Plans to deliver the Services in accordance with the Service Levels and the other terms of this Agreement.

## **9 Business Continuity Training**

The Contractor shall ensure adequate and appropriate training is given to all Employees, including new joiners, such that they are aware of their business continuity responsibilities, are trained in what actions to take in the event of an Incident and know how to implement the Business Continuity Plans.

## **10 Rehearsals and Testing Programme**

10.1 All Business Continuity Plans shall be rehearsed through scenario workshops at least once during each calendar year of the Term. All Disaster Recovery Plans shall be tested every six (6) months after the Start Date the Contractor shall notify the BBC of the dates for rehearsals and tests and shall allow the BBC or its appointed nominee an opportunity to attend such rehearsals and tests if it wishes to do so.

10.2 The Contractor shall re-test and re-rehearse any Business Continuity Plan at the BBC's reasonable request.

10.3 The Contractor's Business Continuity Plans shall be updated by the Contractor as required following the results of the rehearsals and tests conducted pursuant to paragraph 10.1 above.

## **11 Reporting and Monitoring**

11.1 The Contractor shall prepare a formal report (the content and form to be agreed by the BBC, acting reasonably) detailing the Contractor's business continuity management performance in the previous six (6) months (or other period to be agreed with the BBC) and submit a copy to the BBC. The first such report shall be prepared and submitted six (6) months (or such other period as may be agreed with the BBC) after the Start Date.

11.2 The Contractor shall maintain a log to record and classify any Incident or Threatened Incident.

11.3 The Contractor shall prepare within ten (10) Working Days a post Incident or Threatened Incident review which shall include at a minimum, in respect of each Incident or Threatened Incident recorded in the log, an analysis of such Incident or Threatened Incident identifying the causes, corrective actions to be taken and a timescale for the implementation of such action.

- 11.4 The Contractor shall prepare within twenty (20) Working Days an analysis of each Incident or Threatened Incident identifying the causes of the Incident or Threatened Incident, the actions taken by the Contractor and others and the reaction times for these actions, the effectiveness of such actions in restoring full delivery of the Services to the BBC in accordance with this Agreement, the corrective actions to be taken (if any) in relation to the existing Business Continuity Plans and a timescale for the implementation of such corrective action. Each such analysis shall be recorded in a post Incident review log ("**Incident Review Log**"). The Contractor shall submit copies of Incident Review Logs to the BBC following the Incident or Threatened Incident in question.
- 11.5 The Contractor shall provide to the BBC copies of the Business Continuity Plans within ten (10) Working Days of a request in writing. For the avoidance of doubt, receipt of any documentation by the BBC pursuant to this paragraph 11.5 should not be interpreted by the BBC as any form of endorsement or approval by the BBC of such documentation or its effectiveness.

### **Annex 1: Critical Systems**

The following systems are Critical Systems:

- LASSY (including TVLEO)
- CADH
- BACS payment processing system (currently proprietary)
- Credit/Debit card payment processing solution (currently proprietary)
- CMS
- iHub
- Field handheld solution
- FLOSSY
- Smart Agent
- Call Log
- QDOS
- IVR
  
- CASSIE
- SASSIE
- PayPoint GIS
- Credit/Debit card payment processing solution (currently TNS)
- DCS
- IVR
- Address lookup (currently Hopewiser)

### **Websites**

The Websites are critical and are subject to 60 minutes recovery

- Principal TV Licensing website ([tvlicensing.co.uk](http://tvlicensing.co.uk))
- Cash Schemes TV Licensing website ([tvlicensing.co.uk/cashplans](http://tvlicensing.co.uk/cashplans))