

CONTRACT REFERENCE NUMBER: 17/01/54

SERVICES CONTRACT

-between-

**(1) THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR SCOTLAND
(THE "AUTHORITY")**



-and-

(2) CACI LIMITED (THE "SERVICE PROVIDER")



-relating to the supply of-

SERVICES FOR

THE PROVISION OF AN ONLINE COLLECTION INSTRUMENT FOR SCOTLAND'S CENSUS 2021



SCHEDULE 6

**TESTING PROCEDURES &
BUSINESS CONTINUITY AND DISASTER RECOVERY**

This and the fifteen (15) following pages comprise Schedule 6 referred to in the foregoing Services Contract between the Registrar General of Births Deaths and Marriages for Scotland and CACI Limited

SECTION A - TESTING PROCEDURES

1. INTRODUCTION

1.1 This Schedule Section A sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Success Criteria, Test Strategy, Test Plans and Test Specifications.

1.2 The Authority will issue a Test Certificate when a Deliverable satisfies the Test Success Criteria for the Tests related to that Deliverable. The Authority will grant a Milestone Achievement Certificate when all Tests relating to a Milestone have been completed and, subject to clause 26.3 (*Rectification Plan*), the Authority has issued Test Certificates in respect of all of the Tests relating to that Milestone.

2 Risk

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- (a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
- (b) affect the Authority's right subsequently to reject:
 - (i) all or any element of the Deliverables to which a Test Certificate relates; or
 - (i) any Milestone to which the Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Test Certificate, Milestone Achievement Certificate, and/or conditional Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Authority to Proceed), the Service Provider shall remain solely responsible for ensuring that:

- (a) the Service Provider Solution as designed and developed is suitable for the delivery of the Services and meets the requirements of this Contract;
- (b) the Services are implemented in accordance with this Contract; and
- (c) each Service Level is met from the relevant Operational Service Commencement Date.

3 Testing Overview

3.1 All Tests conducted by the Service Provider shall be conducted in accordance with the Test Strategy and the Test Plans.

3.2 The Service Provider shall not submit any Deliverable for Testing:

- (a) unless the Service Provider is confident that it will satisfy the relevant Test Success Criteria;
- (b) until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
- (c) until the Parties have agreed the Test Plan relating to the relevant Deliverable(s).

3.3 The Service Provider shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan, or for any post implementation deployments, for the commencement of Testing in respect of the relevant Deliverable.

3.4 Prior to the start of testing, both during the Implementation Period and during the Term, the Service Provider must provide the Authority with demonstrations/walkthroughs of the main functionality contained in each Deliverable.

3.5 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.6 The provisions of clause 24 (*Deliverables and Milestones*), clause 26 (*Implementation*) including 26.3 and 26.4 (*Rectification Plan*) and 26.5 (*Testing and Achievement of Milestones*) and clause 28 (*Authority Cause*), shall apply to Testing.

3.7 Any disputes between the Authority and the Service Provider regarding Testing shall be referred to clause 63 (*Dispute Resolution*).

3.8 The Authority shall issue Test Certificates and grant Milestone Achievement Certificates without unreasonable delay.

4 Test Strategy

4.1 The Service Provider shall develop the final Test Strategy as soon as practicable after the Commencement Date but in any case no later than 20 Working Days (or such other period as the Parties may agree in writing) after the Commencement Date.

4.2 The final Test Strategy shall include:

- (a) an overview of how Testing will be conducted in accordance with the Implementation Plan and in relation to the release of any additional software updates during the Term;
- (b) the type of testing to be conducted, which will be based on the nature of the deliverable being tested, e.g. Integration, Regression, Performance, Functional and Non-functional testing;
- (c) possible approaches to ensure full end to end testing, including integration with the any internal authority
- (d) system provider and third party suppliers, where appropriate;
- (e) test tools and procedures;
- (f) the procedure for the Authority to develop acceptance tests to be signed off by both the Service Provider and the Authority, as required;
- (g) the Authority to execute the agreed acceptance tests;
- (h) the process to be used to capture and record Test results and the categorisation of Test Issues;
- (i) the Test Success Criteria and procedures
- (j) the method for mapping the expected Test results to the Test Success Criteria;
- (k) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, to include the method used to raise, view and track defects during testing;
- (l) the procedure for the resolution of Test Issues;
- (m) the procedure to be followed to sign off each Test;
- (n) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
- (o) the names and contact details of the Authority's and the Service Provider's Test representatives;
- (p) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
- (q) the technical environment required to support the Test level that will mirror the production services, which must contain anonymised data and be accessible from the Authority's premises; and
- (r) the procedure for managing the configuration of the Test environments.

5 Test Plans

5.1 The Service Provider shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 20 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).

For routine, planned updates and any updates being made as a result of approved Change Requests during the Term, Test Plans may be developed and agreed by both Parties, in line with the test strategy.

The Authority shall define any additional acceptance tests to be included in the Test Plan for the approval of the Service Provider, such approval not to be unreasonably withheld or delayed.

5.2 Each Test Plan shall include as a minimum:

- (a) the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested;
- (b) a detailed procedure for the Tests to be carried out, including:
 - (i) the timetable for the cycle of Testing, including start and end dates;
 - (ii) the Testing mechanism, including relevant tools and techniques being used;
 - (iii) dates and methods by which the Authority can execute their own Tests (where relevant), inspect Test results or witness the Tests in order to establish that the expected result has been met;
 - (iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (v) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
 - (vi) the process which the Authority will use to review Test Issues and the Service Provider's progress in resolving these in a timely basis;
 - (vii) the Test schedule;
 - (viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing;
 - (ix) the Test data including its source, scope, volume, and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
 - (x) a plan to make the resources available for Testing
- (c) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue;

5.4 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Service Provider shall incorporate any reasonable requirements of the Authority in the Test Plans.

6 Test Success Criteria

6.1 The Test Success Criteria for the Milestone Achievement Certificates have been agreed by the Parties prior to the Commencement Date and are set out in Annex 4 to this Schedule.

6.2 For each phase of the Implementation Period, the Test Success Criteria for:

- (a) each Test that the Service Provider must achieve, either the ATP Milestone or a Contract Performance Point ("CPP") Milestone, are set out in Annex 4; and
- (b) all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to paragraph 5.

7 Test Specification

7.1 Following approval of a Test Plan, the Service Provider shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

For routine, planned updates and any updates being made as a result of approved Change Requests during the Term, Test Specifications may be developed and agreed by both Parties, in line with the test strategy.

7.2 Each Test Specification shall include as a minimum:

- (a) a mechanism for tracking traceability of Tests being conducted to requirements;
- (b) Test cases or scripts;
- (c) Test pre-requisites and the mechanism for measuring them; and
- (d) expected Test results.

8 Testing

8.1 Before submitting any Deliverables for Testing the Service Provider shall subject the relevant Deliverables to its own internal quality control measures.

8.2 The Service Provider shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 10.

8.3 The Service Provider shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.

8.4 The Authority may raise and close Test Issues during the Test witnessing process.

8.5 The Service Provider shall provide to the Authority in relation to each Test level:

- (a) a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
- (b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.

8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

- (a) an overview of the Testing conducted;
- (b) identification of the relevant Test Success Criteria that have been satisfied;
- (c) identification of the relevant Test Success Criteria that have not been satisfied together with the Service Provider's explanation of why those criteria have not been met;
- (d) the Tests that were not completed together with the Service Provider's explanation of why those Tests were not completed;
- (e) the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with paragraph 9.1; and
- (f) the specification for any hardware and software deployed throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9 Test Issues

9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Service Provider shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

9.2 The Service Provider shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Service Provider shall make the Test Issue Management Log available to the Authority at all times.

9.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Service Provider. If the Parties are unable to agree the classification of any unresolved Test Issue, the dispute shall be dealt with in accordance with clause 63 (*Dispute Resolution*).

10 Test Witnessing

10.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

10.2 The Service Provider shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

10.3 The Test Witnesses:

- (a) shall actively review the Test documentation;
- (b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- (c) shall not be involved in the execution of any Test;
- (d) shall be required to verify that the Service Provider conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- (e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
- (f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- (g) may require the Service Provider to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11 Outcome Of Testing and Issue Of Test Certificates / Milestone Achievement Certificates

11.1 The Authority shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then:

- (a) the Service Provider shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or
- (b) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues; or
- (c) the Parties shall treat the failure as a Service Provider Default.

11.3 The terms of clause 26.3 (Rectification Plan) shall apply in respect of any Delay.

11.4 When the Authority has issued Test Certificates and/or conditional Test Certificates in respect of all the Deliverables related to a Milestone it will also grant a Milestone Achievement Certificate.

11.5 The grant of a Milestone Achievement Certificate will entitle the Service Provider to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 3 (*Pricing and Financial*).

11.6 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Service Provider any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

<p>Critical Severity Level 1 Test Issue:</p>	<p>a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;</p>
<p>Major Severity Level 2 Test Issue:</p>	<p>a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:</p> <ul style="list-style-type: none"> • causes a Component to become unusable; • causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or • has an adverse impact on any other Component(s) or any other area of the Services;
<p>Minor Severity Level 3 Test Issue:</p>	<p>a Test Issue which as reasonably determined by the Authority, there is a practicable workaround available:</p> <ul style="list-style-type: none"> • causes a Component to become unusable; • causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or • has an impact on any other Component(s) or any other area of the Services;
<p>Trivial Severity Level 4 Test Issue:</p>	<p>a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services;</p>

ANNEX 2: TEST CERTIFICATE

To: CACI Limited

FROM: Registrar General of Births, Deaths and Marriages for Scotland

[**Date**]

Dear Sirs,

TEST CERTIFICATE

Deliverables: [*insert description of Deliverables*]

We refer to the contract (the "**Contract**") relating to the provision of the Services between the Registrar General of Births, Deaths and Marriages for Scotland (the "**Authority**") and CACI Limited (the "**Service Provider**") dated 26 January 2018.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*).

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Section A paragraph 12.1 of Schedule 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[**Name**]

[**Position**]

acting on behalf of [*name of Authority*]

ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE

To: CACI Limited

FROM: Registrar General of Births, Deaths and Marriages for Scotland

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: **[insert description of Milestone]**

We refer to the contract (the "**Contract**") relating to the provision of the Services between the Registrar General of Births, Deaths and marriages for Scotland (the "**Authority**") and CACI Limited (the "**Service Provider**") dated 26 January 2018.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*).

[We confirm that all the Deliverables relating to Milestone **[number]** have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Section A paragraph 12.3 of Schedule Part 6 (*Testing Procedures & Business Continuity and Disaster Recovery*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 3 (*Pricing & Financial*)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of **[Authority]**

ANNEX 4: TEST SUCCESS CRITERIA

1. Tests to be Achieved in order to Achieve the ATP Milestone

Test	Pre-Conditions*	Test Success Criteria
[List all Tests relating to the ATP Milestone. To be agreed by the Authority and the Service Provider.]		

* Note: Pre-Conditions are that e.g. the Test Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

2. Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No	Test	Test Success Criteria
	[List all Tests relating to CPP Milestone Charge No. To be agreed by the Authority and the Service Provider.]	

SECTION B - BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Introduction

1.1 This Schedule 6 Section B sets out the approach to Business Continuity and Disaster Recovery.

2. BCDR PLAN

2.1 Within 60 Working Days from the Commencement Date the Service Provider shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Service Provider shall follow to:

- (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

- (b) the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

- (a) be divided into three parts:

- (i) Part A which shall set out general principles applicable to the BCDR Plan;
- (ii) Part B which shall relate to business continuity (the “**Business Continuity Plan**”); and
- (iii) Part C which shall relate to disaster recovery (the “**Disaster Recovery Plan**”); and

(b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Section B paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Service Provider, the Authority shall:

- (a) review and comment on the draft BCDR Plan as soon as reasonably practicable; and
- (b) notify the Service Provider in writing that it approves or rejects the draft BCDR Plan no later than 20 Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft BCDR Plan:

- (a) the Authority shall inform the Service Provider in writing of its reasons for its rejection; and
- (b) the Service Provider shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Section B paragraph 2.3 and this Section B paragraph 2.4 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution in accordance with the procedure outlined in clause 63 (*Dispute Resolution*).

3. Part A Of The BCDR Plan And General Principles And Requirements

3.1 Part A of the BCDR Plan shall:

- (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (b) 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;
- (c) contain an obligation upon the Service Provider 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;
- (d) 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 in each case as notified to the Service Provider by the Authority from time to time;
- (e) 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;
- (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;

- (ii) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
 - (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
 - (h) set out key contact details (including roles and responsibilities) for the Service Provider (and any Sub-contractors) and for the Authority;
 - (i) identify the procedures for reverting to “normal service”;
 - (j) 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 the accepted amount of data loss and to preserve data integrity;
 - (k) identify the responsibilities (if any) that the Authority has agreed in writing that it will assume in the event of the invocation of the BCDR Plan; and
 - (l) 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:

- (a) the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
- (c) it complies with the relevant provisions of ISO/IEC 27002, ISO/IEC 22301 and all other industry standards from time to time in force; and
- (d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 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.

3.4 The Service Provider 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 Service Provider of this Contract.

4. Business Continuity Plan - 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, unless the Authority expressly states otherwise in writing:

- (a) 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

- (b) the steps to be taken by the Service Provider 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:

- (a) address the various possible levels of failures of or disruptions to the Services;
- (b) 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 (such services and steps, the “**Business Continuity Services**”);
- (c) specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of other Services during any period of invocation of the Business Continuity Plan; and
- (d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Service Provider 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.

4.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

4.3 The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of the Disaster Recovery System;
- (b) details of the procedures and processes to be put in place by the Service Provider 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:
 - (i) backup methodology and details of the Service Provider's approach to data back-up and data verification;
 - (ii) identification of all potential disaster scenarios;
 - (iii) risk analysis;
 - (iv) documentation of processes and procedures;
 - (v) hardware/software configuration details;
 - (vi) network planning including details of all relevant data networks and communication links;
 - (vii) invocation rules;
 - (viii) Services recovery procedures; and
 - (ix) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- (c) any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- (d) details of how the Service Provider shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (e) access controls to any disaster recovery sites used by the Service Provider in relation to its obligations pursuant to this Schedule 6 (Testing & Business Continuity and Disaster Recovery); and

- (f) testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Service Provider shall 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 or as part of a major reconfiguration of the Services or the Service Provider's supply chain;
- (b) within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Section B paragraph 8; and
- (c) where the Authority requests any additional reviews (over and above those provided for in Section B paragraphs 6.1(a) and 6.1(b)) by notifying the Service Provider to such effect in writing, whereupon the Service Provider shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Service Provider shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Service Provider shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Section B paragraph 6.1 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 Service Provider 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 Service Provider shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "**Review Report**") setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Services; and
- (c) the Service Provider's proposals (the "**Service Provider'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 Service Provider 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 Following receipt of the Review Report and the Service Provider's Proposals, the Authority shall:

- (a) review and comment on the Review Report and the Service Provider's Proposals as soon as reasonably practicable; and
- (b) notify the Service Provider in writing that it approves or rejects the Review Report and the Service Provider's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

6.4 If the Authority rejects the Review Report and/or the Service Provider's Proposals:

- (a) the Authority shall inform the Service Provider in writing of its reasons for its rejection; and

- (b) the Service Provider shall then revise the Review Report and/or the Service Provider's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Service Provider's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Section B paragraph 6.3 and this Section B paragraph 6.4 shall apply again to any resubmitted Review Report and Service Provider's Proposals, provided that either Party may refer any disputed matters for resolution in accordance with the procedure outlined in clause 64 (*Dispute Resolution*).
- 6.5 The Service Provider shall as soon as is reasonably practicable after receiving the Authority's approval of the Service Provider'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 Service Provider's Proposals. Any such change shall be at the Service Provider's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Service Provider shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Section B paragraph 7.2, the Authority may require the Service Provider 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 Service Provider written notice and the Service Provider shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Service Provider's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Service Provider's costs of that failed test shall be borne by the Service Provider.
- 7.3 The Service Provider 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.
- 7.4 The Service Provider 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.
- 7.5 The Service Provider shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report 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 Service Provider's proposals for remedying any such failures.
- 7.6 Following each test, the Service Provider 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 Service Provider, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 7.7 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 Service Provider of any of its obligations under this Contract.

7.8 The Service Provider shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

In the event of a complete loss of service or in the event of a Disaster, the Service Provider shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation along with the anticipated maximum period of outage). In all other instances the Service Provider shall invoke or test the BCDR Plan only with the prior written consent of the Authority.

Signature

Signature