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Department for Work and Pensions

SCHEDULE 5

DISASTER RECOVERY

1 Purpose of this Schedule

- 1.1 This Schedule documents the development of Disaster Recovery Services, which as an extension of this Agreement may be provided by the CONTRACTOR for the Gateway.
- 1.2 The AUTHORITY may at its option procure such Disaster Recovery Services through raising a Change Request, in accordance with Schedule 24 (Change Control).
- 1.3 The Parties recognise the importance of Disaster Recovery to the Services and will therefore use reasonable endeavours to agree the CCN as soon as is practicable after it has been raised, and with the intention of this being no later than the end of Transition.

2 Requirements Definition

- 2.1 Prior to the raising of the Change Request referenced in paragraph 1.2 above, the Parties will establish and agree the detailed requirements and approach to developing Disaster Recovery ("Disaster Recovery Requirements"). This may contain the following;
 - (a) the scope of the Services for which normal IT Service Continuity Management (ITSCM) requires additional Disaster Recovery planning;
 - (b) the Recovery Point Objective (RPO) of the Services (as defined in the Disaster Recovery Requirements);
 - (c) the Recovery Time Objective (RTO) of the Services (as defined in the Disaster Recovery Requirements);
 - (d) the security constraints to be applied to the Disaster Recovery location(s);
 - (e) the communications and connectivity architecture required to link any separate Disaster Recovery location(s) to the Services located at the CONTRACTOR's normal business premises, the AUTHORITY and the AUTHORITY's Customers;
 - (f) the frequency, scope and validation of testing to be carried out to establish and monitor the integrity and appropriateness of the Disaster Recovery Services; and
 - (g) the requirements for a Disaster Recovery plan ("Disaster Recovery Plan"), that may be supplemented to form part of the CONTRACTOR's ITSCM Services as defined in Schedule 2 (Services).
- 2.2 Within twenty (20) Working Days of the agreement of the Disaster Recovery Requirements, the CONTRACTOR will provide to the AUTHORITY options for the provision of a Disaster Recovery Service and their associated charges.

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2.3 These charges will be based on:

- (a) the Daily Rate Card of resources for Category A agreed in paragraph 8.4 of Schedule 15 (Charges);
- (b) the agreed margin to be made by the CONTRACTOR for the provision of the Services under this Agreement set out in Annex 1 to Schedule 15 (Charges);
- (c) a comparator setting out rates for similar activities within the Services and which reflect the AUTHORITY's position as a most favoured customer of the CONTRACTOR.

2.4 Each Party shall bear its own costs for the activity associated with paragraphs 2.1 and 2.2 above.

3 Change Request

3.1 The AUTHORITY may consider none, part or all of the various options presented by the CONTRACTOR in accordance with paragraph 2.2 above and may subsequently raise a Change Request to procure those Disaster Recovery Services.

3.2 Upon receipt of an authorised Change Request, the Parties will work together to define the Contract Change Note (CCN), the scope of which shall include:

- (a) the detailed definition of the Disaster Recovery Service;
- (b) the requirements for the Disaster Recovery location(s);
- (c) Service Levels to be applied to the Disaster Recovery Service;
- (d) the frequency and scale of the testing of the Disaster Recovery Service;
- (e) timescales for the production and testing of the Disaster Recovery Plan;
- (f) proposal validation through independent assessment;
- (g) the proposal of supplementary Service Levels, Service Credits and Key Performance Indicators;
- (h) the budgeting and charging model for the Disaster Recovery Services; and
- (i) the charging model for the Disaster Recovery Services whose term, and governance is coterminous with the provision in this Agreement.

3.3 Each Party shall bear its own costs for the activity associated with paragraphs 3.1 and 3.2 above.

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- 3.4 Unless the CONTRACTOR reasonably demonstrates that the options selected by the AUTHORITY require an alternate timescale, the CONTRACTOR will:
- (a) provide the agreed Disaster Recovery Service within six (6) months of the agreement of the relevant CCN, at which point the Disaster Recovery Service shall be regarded as fully available; and
 - (b) arrange, with the consent of the AUTHORITY, the first joint test of the Disaster Recovery Service within the six (6) months following the Disaster Recovery Service becoming fully available.