**Business Continuity Schedule Template**

*Below are some example business continuity clauses which may be of use as a starting point. However, these would need to be customized to your organization and the services provided by the supplier. The findings from the due diligence process may also need to be considered and your Legal team are best placed to determine appropriate wording.*

* 1. The Supplier will notify [company] of a disruption to the Services through [identify how you expect to be informed] and will provide [company] with regular updates on the business continuity solutions implemented and actions taken to resolve the issue, until normal Services have been resumed.
  2. Service levels should be documented earlier in the contract; however you may want to review these. Each service level should detail how quickly the Supplier will respond to the issue and how quickly they expect to resolve the issue, including whether they will work out of hours until the incident has been resolved. Depending how critical the Services are, for ‘Level 1’ disruptions you may want to make it a requirement in the contract for the Supplier to implement a 24/7 response until the issue has been resolved.
  3. The Supplier has, and will have in place throughout the Term, a Business Continuity Plan to minimize disruption to the provision of the Services. The Supplier Business Continuity Plan will include:
     1. Names and contact details for staff responsible for invoking and managing Service business continuity solutions during a disruptive incident;
     2. Contact details of third parties, needed to implement Service business continuity solutions;
     3. Details of how the Service business continuity solutions will be implemented.
  4. The Supplier will continue to use [insert business continuity solution]. For example, if you identified during your due diligence that the Supplier uses a particularly impressive solution and this was partly why they were the preferred supplier, you may want to make sure this is maintained throughout the duration of the contract.
  5. The Supplier will have the ability to implement the Business Continuity Plan without delay at any time.
  6. The implementation of the Supplier’s Business Continuity Plan will be at no additional cost to [company].
  7. The Supplier will ensure that its suppliers needed to deliver the Services have appropriate Business Continuity Plans in place to prevent significant disruption to the Services.
  8. The Supplier will have a Disaster Recovery Plan for [name of IT application if applicable], which includes the procedures needed to recover and restore the application should it fail.
  9. The Supplier will continue to do [hourly] backups of [insert name] and ensure all backups are successfully completed.
  10. Where a restoration to normal Services requires planned downtime to terminate temporary business continuity solutions implemented to continue Services following a disruptive incident, the Supplier will inform [company] in advance and agree the date and time of the downtime [where practical].
  11. After disruption to Services, once normal Service has been resumed, the Supplier will promptly complete a root cause analysis report and email it to [company]. The report will include the cause of disruption, details of how the disruption was resolved and follow-up actions the Supplier will implement to ensure the disruption does not re-occur. The Supplier will also inform [company] if it is likely the disruption will re-occur.
  12. The Supplier shall test the planned business continuity solutions to the Services in a controlled environment, so not to cause disruption, at least once in every twelve months.
  13. Following each test of the business continuity solution, the Supplier shall promptly implement lessons learned identified from the test and update the Business Continuity Plan and/or Disaster Recovery Plan accordingly.
  14. The Supplier shall review and update the Business Continuity Plan on a regular basis and in any event not less than once every 6 months.

*Note: you may also want to include business continuity terms in the definitions section of the contract e.g. Business Continuity Plan, Business Continuity solution, Disaster Recovery Plan, test.*