**AgileSource Ltd Business Continuity Plan**



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DEFINITIONS

1. Business Continuity Plan: the business continuity plan for the supply of Recruitment Services (and the people and facilities used to provide them) to minimise the effect of any unplanned interruption or event that would impact on the ability of the Supplier to supply the Services, in whole or in part, in accordance with the terms of this agreement. The Supplier shall ensure that the plan complies with the requirements set out in Schedule 1
2. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
3. Change Control Procedure: has the meaning given in clause [NUMBER].
4. Commencement Date: [[DATE] **OR** has the meaning given in clause [NUMBER]].
5. Force Majeure Event: has the meaning given in clause [NUMBER].
6. Business continuity
   1. The Supplier shall maintain, update and test the Business Continuity Plan and ensure that it is able to implement the provisions of the Business Continuity Plan at any time in accordance with its terms.
   2. The Supplier shall provide a summary of the latest Business Continuity Plan to the Customer on request provided that:
      1. the Supplier shall be entitled to remove any information that is subject to confidentiality commitments to third parties which prevent that information from being disclosed to the Customer; and
      2. the Customer shall not disclose the Business Continuity Plan or details of the Business Continuity Plan to any third party without the Supplier's prior written consent.
   3. The Supplier shall continually review and update the Business Continuity Plan to ensure its procedures are accurate, effective and appropriate for minimising any disruption to the supply of the Services or Products [and it complies with the principles in Schedule 1]. [Changes to the Business Continuity Plan may only be made if the revised Business Continuity Plan provides at least the same level of business continuity as the then current Business Continuity Plan **OR** Any proposed changes to the Business Continuity Plan shall be subject to the Change Control Procedure].
   4. The Customer may at any time request, in writing, that the Supplier updates the Business Continuity Plan as may be necessary to address the Customer's reasonable requirements. Any changes proposed by the Customer to the Business Continuity Plan will be dealt with in accordance with the Change Control Procedure. The Supplier shall test the Business Continuity Plan on a regular basis and, in any event, at least once every 12 months.
   5. Following each test, the Supplier shall:
      1. send to the Customer a written report summarising the results of the test; and
      2. promptly implement any actions or remedial measures whichthe report reasonably considers to be necessary to address any failures or shortfalls identified by the test.
   6. The Supplier shall implement the Business Continuity Plan if notified by the Customer to do so.
   7. Following a Force Majeure Event, the Supplier shall still be obliged to implement the Business Continuity Plan. The Supplier cannot claim relief under clause if the existence or continuance of the Force Majeure Event is attributable to a failure by the Supplier to comply with the provisions of this clause or to execute the Business Continuity Plan fully (unless that failure is also due to a Force Majeure Event affecting the operation of the Business Continuity Plan). [If the Supplier suffers a Force Majeure Event that prevents or hinders the Supplier's performance of its obligations in connection with the Business Continuity Plan for a continuous period of more than 2 Business Days, the Customer may terminate the agreement immediately on written notice to the Supplier.

Business continuity plan

1. Purpose of the Business Continuity Plan
   1. The purpose of the Business Continuity Plan shall be to ensure that, in the event of any failure or disruption to the Services:

the business operations of the Supplier and the Customer are maintained during and after each period of failure or disruption;

the Customer can continue to receive Servicesduring and after each period of failure or disruption;

any adverse impact on the standard of the Services, including the achievement of service levels, is minimised;

* + 1. there is no loss of data and the integrity of all data is preserved; and

normal supply of the Services is recommenced as soon as possible.

* 1. The Supplier shall ensure that the Business Continuity Plan achieves this purpose.

1. Content of the Business Continuity Plan
   1. The Supplier shall ensure that the Business Continuity Plan includes:

details of how the Supplier will identify failures and disruptions to the supply of Services

* + 1. invocation rules and procedures;
    2. details of how the Supplier will execute the Business Continuity Plan, including alternative business processes, options and responsibilities;

details as to how the invocation of any element of the Business Continuity Plan may impact on the supply of the Services and a full analysis of the risks to the operation of the agreement;

* + 1. the rules and procedures for data storage, back-up, availability and verification;
    2. a communication strategy;
    3. key contact details, including roles and responsibilities;

procedures for reverting to normal service and steps to address any prevailing effects of the failure or disruption to the supply of the Services