



The St. Lawrence
Seaway Management
Corporation

Corporation de Gestion
de la Voie Maritime
du Saint-Laurent

BUSINESS CONTINUITY AND DISASTER RECOVERY

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BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

- 1.1 For the purposes of this document, the terms below have the following meanings whenever capitalized. All other terms that are capitalized but not defined have the definitions set out in the body of this document or other documents forming part of the Contract.

“**Contract Documents**” means the list of documents forming the Contract between the Contractor and SLSCMC, including this document and the Data Protection Conditions document.

2. Business Continuity Plan - Minimum Requirements

- 2.1 Contractor must, at all times, have in place a business continuity plan (the “**Business Continuity Plan**”) that meets the minimum business continuity and disaster recovery requirements set out in this document.

- 2.2 The Business Continuity Plan must be available in writing and must include the following minimum requirements:

- a) a description of Contractor facilities, Contractor personnel roles, responsibilities, procedures and processes required to: (i) provide a coordinated approach in managing business interruption response activities at the time of any business interruption; and (ii) recover activities and Services at the time of any business interruption;
- b) a description of the critical services and other services for each applicable disaster recovery plan, including the recovery time objectives and recovery point objectives for all systems used as part of the Services; and
- c) business continuity, disaster recovery and testing requirements for all Services, including those provided by Contractor subcontractors.

- 2.3 Contractor must, as part of its Contractor subcontracts, include business continuity plans and related obligations, including testing requirements necessary to ensure that Contractor and Contractor subcontractors comply with the obligations in this document.

3. Alternative Site Requirements

- 3.1 Contractor must have and maintain, for each primary site used to perform the Services (the “**Primary Site**”) at least one alternative site (the “**Alternative Site**”) that is separate and apart from each Primary Site, and meets the following minimum requirements:

- a) each Alternative Site must be of a size and have functional capability and capacity sufficient to assume the production responsibilities and capacities of the applicable Primary Site;
- b) each Alternative Site must be located in Canada at a distance from the Primary Site approved by SLSCMC, as described in the Contract Documents;
- c) each Alternative Site must have security features that are no less stringent than those of the applicable Primary Site, and must be equipped with all other necessary infrastructure required to support the Services;
- d) each Alternative Site must have installed and maintained systems that replicate the systems at the Primary Site; and
- e) each Alternative Site must be capable of continuing its disaster recovery activities for a time period acceptable to SLSCMC.

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- 3.2 Contractor will provide SLSMC with at least 6 months notice of its intention to change the location of an Alternative Site. Such notice will include details of the proposed new location reasonably required by SLSMC to ensure that the minimum requirements described in this document and the remaining Contract Documents will be met by the new site.

4. Data Back-up, Storage and Recovery Requirements

- 4.1 Contractor will execute all data backup and recovery procedures necessary to ensure backed-up SLSMC Information (collectively, "**Back-up Data**") is updated with the frequency agreed upon by the parties but in any event at least daily, so as to permit Contractor to fully restore the Services to full functionality in accordance with the requirements set out in the Contract Documents after a business interruption.
- 4.2 Any SLSMC Data resident on the Contractor's servers will have a recovery point objective and a recovery time objective as set out in the Contract Documents.
- 4.3 Contractor will be responsible for any reformatting of Back-up Data required to make it readable via the then-current version of the Contractor software.
- 4.4 Backups retention period shall be as set out in the Contract Documents.

5. Business Continuity Plan Maintenance and Review

- 5.1 Contractor will review and update the Business Continuity Plan: (1) continuously, but no less frequently than once every calendar year; (2) following any amendment to this Contract that affects the Services to be provided or that may have an impact on the Business Continuity Plan; (3) in response to any material change in the Services or delivery of the Services; and (4) otherwise at the request of SLSMC. Contractor will provide a copy of the Business Continuity Plan to SLSMC: (a) following each review and update of the Business Continuity Plan in accordance with this Section; and (b) at the request of SLSMC.

6. Business Continuity Plan Testing

- 6.1 Contractor will implement a Business Continuity Plan testing process that meets the minimum requirements listed below.
- a) Contractor will regularly, but not less than once during each calendar year and once following any material change to the Business Continuity Plan or the Alternative Site or the systems that Contractor uses to provide the Services at a Primary Site or Alternative Site, perform, on dates to be mutually agreed and on 90 days' prior written notice to SLSMC, such tests of the Business Continuity Plan to determine that it is effective and fully operational in respect of the Services. Upon request, but in any event not more than once per calendar year, Contractor will provide SLSMC with the results of such tests.
- b) If Contractor fails any of the testing described in this Section, Contractor will, as soon as reasonably possible and, in any event, within 60 days following such test, fix the cause of such failure and SLSMC will thereafter be entitled to require Contractor to conduct further tests in order to demonstrate to SLSMC that the cause of such failure has been remedied.

7. Obligations Upon Business Interruption

- 7.1 Upon the occurrence of a business interruption, Contractor will comply with the Business Continuity Plan and will restore the Services to comply with the applicable Contract Documents.

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7.2 Contractor will:

- a) immediately notify SLSMC upon the activation of the Business Continuity Plan;
- b) within 48 hours of a business interruption, provide SLSMC with a status report and within 20 Business Days of such business interruption, provide SLSMC with a detailed report outlining the nature and cause of the Incident, the impact of the business interruption on the Services and an evaluation of the success of the Business Continuity Plan in responding to the business interruption. Both reports will be delivered to the SLSMC Representative as stated in the Contract Documents.

8. Maintenance of and Access to Service-Related Information

8.1 Contractor will, at all times during the term of the Contract, maintain up-to-date versions of all of the following ("**Service-Related Information**"): (a) SLSMC Information and (b) Information regarding the systems used to provide the Services and their configuration.

8.2 Contractor will make such Service-Related Information available to SLSMC upon request.

9. Assistance with SLSMC Plans

9.1 On an ongoing basis, at SLSMC's request, Contractor will: consult and cooperate with SLSMC and assist SLSMC in its development and refinement of its business interruption, disaster recovery and business continuity plans; and participate to the extent required by SLSMC in the implementation and testing of SLSMC's business interruption, disaster recovery and business continuity plans.

10. Contractor Emergency Contact Information

10.1 Within 5 business days following the effective date of the Contract, Contractor will provide SLSMC a list of Contractor's key management personnel and individuals responsible for the maintenance and implementation of the Business Continuity Plan, together with their business telephone numbers and email addresses (including out of office contact information) sufficient to ensure contact can be established by various means with each individual on a 24 hour, seven days a week basis (collectively, "**Contractor Emergency Contact Information**"). Contractor will provide SLSMC with immediate notice of any changes to the foregoing information.