

C L I F F O R D  
C H A N C E




**BUSINESS CONTINUITY MANAGEMENT**  
MARCH 2023




# BUSINESS CONTINUITY & RESILIENCE

It is important that Clifford Chance understands where there is a potential for any disruptive incident that could impact our ability to serve our clients, and operate safely and legally.

This section outlines the minimum standards Clifford Chance expects from a Supplier to prevent and manage any unforeseen disruption.

 <p>Glossary of Terms:</p>	<ol style="list-style-type: none"> <li>1) <b>Business Continuity Management:</b> means a structure for the Supplier’s incident/crisis and recovery management processes to help support a return to business as usual, including testing and reporting.</li> <li>2) <b>Business Continuity Plan:</b> means a document(s), which outlines the recovery of an organization during an event that is outside of the normal day to day business operations, and which enables the return to business as usual with minimal impact. The plan would normally include, but is not limited to, recovery time objectives, recovery strategies and resources needed to reduce the level of impact.</li> <li>3) <b>Incident/Crisis Management:</b> means dealing with the immediate aftermath or lead up to a disruptive event that cannot be managed as part of day to day operations and needs to be managed through this process, which may include the invocation of a Business Continuity Plan.</li> <li>4) <b>IT Disaster Recovery</b> – is a vital element of Business Continuity. IT Disaster Recovery (IT DR) involves a separate set of policies, tools and detailed procedures to enable the restoration or recovery of vital technology infrastructure, systems and data following an incident that cannot be managed as part of day to day operations.</li> </ol>
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## Minimum standards:

 <p>Business Continuity Management Programme</p>	<ol style="list-style-type: none"> <li>1) The Supplier shall ensure that it has an effective business continuity management programme, “<b>Business Continuity Management Programme</b>” in place that supports the delivery of the agreed service levels and, in the event of a major incident, ensures minimum disruption to our firm and our clients.</li> <li>2) The Business Continuity Programme shall include crisis management, business recovery, IT DR and risk impact mitigation controls to minimise any adverse impact and/or threats to the delivery of the services.</li> <li>3) The Business Continuity Programme shall align to Clifford Chance's business continuity management protocols, including, but not limited to on-site auditing, and joint exercising with the Supplier to assess the efficacy of the business continuity arrangements and processes adopted by the Supplier.</li> </ol>
 <p>Standards</p>	<ol style="list-style-type: none"> <li>1) The Supplier shall comply with (or work towards compliance with) relevant business continuity management standards or good practice guidelines as issued by the Business Continuity Institute (BCI) or Disaster Recovery Institute International (DRII) and relevant to their size and industry sector.</li> </ol>
 <p>Business Continuity Policy</p>	<ol style="list-style-type: none"> <li>1) The Business Continuity Programme shall be a considered assessment of all critical service provisions to the firm, and have support from senior management, including a business continuity policy setting out the standards to which the Supplier's organisation will operate.</li> <li>2) The business continuity policy owned by the Supplier, which may be shared as a statement as part of their onboarding process, should be reviewed at regular intervals (with a review period of no more than two years) and be signed off and approved by senior management within its organisation.</li> </ol>

# BUSINESS CONTINUITY & RESILIENCE

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## Minimum standards (continued):

 <p>Business Continuity Planning</p>	<p>As a minimum the Business Continuity Plan maintained by the Supplier shall:</p> <ol style="list-style-type: none"><li>1) demonstrate that regular risk assessments, business impact analysis (BIA) and reviews are undertaken at regular intervals as specified by the supplier's business continuity policy, and that the results of these reviews are used to update and inform the Business Continuity Plan.</li><li>2) show the Recovery Time Objective (RTO) for recovery of key services supplied to Clifford Chance which are reflected in the agreed Service Levels.</li><li>3) show that critical business functions have been identified</li><li>4) document the level of impact to the business in the event that the people, resources, equipment, etc. become completely unavailable and/or in instances of partial loss of the Services</li><li>5) demonstrate clear incident response escalation paths and roles. All roles and responsibilities should be clearly defined and documented within the Business Continuity documentation</li><li>6) identify recovery strategies to support the continued provision of Services, including, but not limited to, transfer of work, personnel relocation or remote working, technical backup and/or additional recruitment</li><li>7) clearly identify who will be involved in managing incident response and recovery</li><li>8) specify the frequency, methodology, scope and timeframes for exercising business continuity management processes</li><li>9) demonstrate how the results of each test, including failures are reported internally, including, but not limited to, lesson learned to support revised business continuity management.</li></ol> <p>Upon reasonable request, a business continuity statement should be shared with Clifford Chance for review and feedback.</p>
 <p>Reporting &amp; Compliance</p>	<ol style="list-style-type: none"><li>1) The Supplier shall ensure that it complies with the provisions outlined in its contract with Clifford Chance regarding assignment, subcontracting and/or transfer to another party, as well as all of the requirements within its own Business Continuity Management Programme.</li></ol>

# CLIFFORD CHANCE

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