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To : All Participants of MyClear's Services  
From : Risk Management Department, MyClear  
Date : 22 December 2016  
Subject : **NEW GUIDELINES ON BUSINESS CONTINUITY MANAGEMENT FOR PARTICIPANTS OF MYCLEAR'S SERVICES**

Product/Services :  RENTAS                       eSPICK                       FAST  
 IBG/JomPAY                       FPX                       Direct Debit  
 MyDebit                       Others

Title : Guidelines on Business Continuity Management for Participants of MyClear's Services (v1.0)

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### Summary

MyClear has finalised the issuance of a new single guideline '**Guidelines on Business Continuity Management for Participants of MyClear's Services** (BCM Guideline)', incorporating the proposals outlined in the consultative paper issued on 25<sup>th</sup> October 2016 and taking into account comments and feedback received during the consultation period. The BCM Guideline outlines the business continuity management requirements that the Participants of MyClear's services are required to adopt in order to ensure resilience and preparedness for any unplanned business disruptions.

Details of BCM Guideline can be found in the following document:

- (i) Guidelines on Business Continuity Management for Participants of MyClear's Services.

Arising from the issuance of this BCM Guideline, consequential changes to the Participation Rules and the respective MyClear Operational Procedures will be made accordingly.

Any queries may be directed to MyClear's Risk Management Department at [risk@myclear.org.my](mailto:risk@myclear.org.my).

**Risk Management Department**



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# **GUIDELINES ON BUSINESS CONTINUITY MANAGEMENT FOR PARTICIPANTS OF MYCLEAR'S SERVICES**

**VERSION 1.0**

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### Document Details

<b>Effective Date:</b>	01 January 2017
<b>Document Owner:</b>	Risk Management Department

### Revision History

<b>Version No.</b>	<b>Date of Update</b>	<b>Summary of Change</b>	<b>Updated By</b>
1.0	02/12/2016	Approved version	MyClear

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## PREAMBLE

**GUIDELINES ON BUSINESS CONTINUITY MANAGEMENT FOR PARTICIPANTS OF MYCLEAR'S SERVICES** ("this Guideline") outline requirements with regards to the formulation of Business Continuity Plans (BCP) and Disaster Recovery Plans (DRP), implementation, testing and maintenance of these plans by the Participants in respect of the services provided by MyClear namely Large Value Payments and Securities Services (LVP) and Retail Payment Services (RPS).

Business continuity management (BCM) is an important component of risk management. It entails enterprise-wide planning, co-ordination of key resources and establishment of procedures to enable the Participants of MyClear's services to respond and continue to operate critical business functions in the event of unplanned business disruptions arising from internal or external events.

As several of MyClear's services are classified as Systematically Important Payment Systems (SIPS), continuous availability of critical and essential services is necessary to safeguard customer confidence, ensure regulatory compliance and protect public interest. It is therefore crucial for the Participants of MyClear's services to continuously enhance their capabilities to respond swiftly and to ensure the continuity of critical business processes in the event of a major disruption.

## 1.0 INTRODUCTION

This Guideline outlines the BCM requirements that the Participants of LVP and RPS are required to adopt in order to ensure resilience and preparedness for any unplanned business disruptions.

## 2.0 APPLICABILITY

2.1 This Guideline is applicable to all Participants subscribing for LVP and RPS provided by MyClear.

2.2 This Guideline shall be read in conjunction with the LVP and RPS Operational Procedures.

## 3.0 EFFECTIVE DATE

3.1 This Guideline will take effect on 1<sup>st</sup> January 2017.

## 4.0 INTERPRETATION

4.1 The following terms used in this Guideline shall have the following meanings:

4.1.1 “**Alternate Site**” means a site held in readiness for business units to resume critical operations during disaster. Participants may have more than one alternate site. In some cases, an alternate site may involve facilities that are used for normal day-to-day operations but which are able to accommodate additional business functions when a primary business location becomes inoperable;

4.1.2 “**Business Continuity**” means the ability of Participants to continue delivery of services at acceptable predefined levels and the ability to maintain operational viability before, after and during an unplanned business disruption;

4.1.3 “**Business Continuity Management (BCM)**” means an enterprise-wide risk management approach that includes policies, standards, and procedures for ensuring that business operations can be maintained or recovered in a timely fashion in the event of a disruption. Its purpose is to minimise the operational, financial, legal, reputational and other material consequences arising from a disruption;

4.1.4 “**Business Continuity Plan (BCP)**” refers to a comprehensive documented action plan that outlines the procedures, processes and

- systems necessary to resume or restore the business operations of a Participant in the event of a disruption;
- 4.1.5 “**Business Day**” means any calendar day from Monday to Friday, except a public holiday in the Federal Territory of Kuala Lumpur;
- 4.1.6 “**Business Impact Analysis (BIA)**” is the process of measuring (quantitatively and qualitatively) the business impact or loss of business in the event of a disruption. It is used to identify recovery priorities, recovery resource requirements and essential staff and to help shape a Business Continuity Plan;
- 4.1.7 “**Crisis Management Team (CMT)**” is the decision-making body responsible for providing direction on the time-urgent matters during a crisis;
- 4.1.8 “**Critical Business Information Record**” means information that is critical for the Participant’s business operations that must be preserved and available for retrieval if needed;
- 4.1.9 “**Critical Services**” means services that are considered crucial for a Participant based on the BIA and risk assessment performed. Also known as critical business function (CBF). Classification of critical services should be based on the following criteria:
- (i) Crucial and required to support customer services;
  - (ii) Generate highly significant income;
  - (iii) Required for legal or regulatory compliance;
  - (iv) Might cause systemic impact; and
  - (v) Disruption which will result in substantial business losses in terms of revenue, customer and reputation;
- 4.1.10 “**Direct Debit**” is an interbank collection service for regular and recurring payments enabling automated collection directly from a customer’s bank account at multiple banks with a single authorization;
- 4.1.11 “**Disaster Recovery Plan (DRP)**” means a comprehensive written plan that sets out procedures and establishes the processes for IT systems that are necessary to restore the business operation of a Participant in the event of a disruption;
- 4.1.12 “**eSPICK**” means the “Sistem Penjelasan Informasi Cek Kebangsaan secara Elektronik”, which is a system that provides clearing of cheques and other clearing instruments through truncation and/or conversion;
- 4.1.13 “**FAST**” means Fully Automated System for Issuing/Tendering. It is an automated issuance and tendering system for all debt securities and money market instruments, as well as a repository of reference information of all active debt securities issued in Malaysia;

- 4.1.14 “**FPX**” is a real time internet-based online payment system which enables buyers (either individual or corporate) to make secure online payments using their Internet banking account to sellers;
- 4.1.15 “**General Non-Compliance**” refers to any non-compliance without pre-specified penalty charges in this Guidelines;
- 4.1.16 “**IBG**” is a funds transfer system that allows account-to-account credit transfers between participating banks in Malaysia;
- 4.1.17 “**JomPAY**” is a service offered by MyClear which facilitates industry-wide ubiquitous bill payments through the use of standard biller codes and recipient reference numbers;
- 4.1.18 “**Large Value Payments and Securities Services (LVP)**” comprises RENTAS, eSPICK, FAST and any other large value payment service introduced by MyClear and subsequently included in this Guideline by way of amendment;
- 4.1.19 “**Live Run**” refers to the process of operating on an actual basis using actual data on IT recovery sites. Where necessary, business operations are shifted to the Alternate Site in accordance with the Disaster Recovery Plan;
- 4.1.20 “**LVP and RPS Operational Procedures**” refers to any rules, procedures, guidelines, circulars, standards, codes, notices and directives issued by MyClear with respect to LVP and RPS;
- 4.1.21 “**Maximum Tolerable Downtime (MTD)**” means the timeframe during which a recovery must become effective before an outage compromises the ability of a Participant to achieve its business objectives. The MTD timing should start from the occurrence of an incident or outage and should stop once the system and data is fully recovered and can be used as normal;
- 4.1.22 “**MyDebit**” is a card payment scheme that allows MyDebit Cardholders to purchase goods/services and withdraw cash at participating merchant's outlets by debiting directly from the cardholders' nominated savings/current account;
- 4.1.23 “**Participant**” means any financial institution or non-financial institution that has subscribed to use LVP or RPS;
- 4.1.24 “**Recovery Site**” means a recovery (back-up) site for IT systems as a replacement to primary data centre. Also known as disaster recovery (DR) site;
- 4.1.25 “**Recovery Time Objective (RTO)**” refers to the timeframe required for IT systems and applications to be recovered and operationally ready to support business functions after an outage. The RTO timing should start



- after declaration by Crisis Management Team or relevant authorised personnel;
- 4.1.26 “**RENTAS**” refers to the Real-time Electronic Transfer of Funds and Securities System and is a multi-currency real time gross settlement system for inter-bank funds transfer, a securities settlement system and a scriptless securities depository for all unlisted debt instruments;
- 4.1.27 “**Retail Payment Services (RPS)**” comprises IBG, FPX, MyDebit, Direct Debit, JomPAY and any other retail payment service introduced by MyClear and subsequently included in this Guideline by way of amendment;
- 4.1.28 “**Risk Assessment (RA)**” refers to the process of identifying the risks to a Participant, assessing the critical functions necessary for a Participant to continue its business operations, defining the controls in place to reduce Participant's exposure and evaluating the cost for such controls. Risk analysis often involves an evaluation of the probabilities of a particular event and both monetary/non-monetary impact on the Participants.

## 5.0 GENERAL REQUIREMENTS

- 5.1 Participants of MyClear's services are expected to adopt sound BCM practices to ensure their resilience and preparedness for any unplanned business disruptions.
- 5.2 Participants are encouraged to adopt more stringent measures in addition to the requirements contained herein to ensure robust and resilient BCM within their organisation.
- 5.3 Participants shall ensure the continuous availability of LVP and RPS for their customers to preserve customer confidence, ensure regulatory compliance and mitigate systemic risks.
- 5.4 Participants shall, at their own expenses, assess, formulate, develop and test their BCP and DRP, install and maintain their emergency back-up Participant terminals, establish alternate sites, and ensure the effectiveness of their business resumption and recovery measures.
- 5.5 Participants who outsource their operations to third party service providers shall ensure that their service providers comply with all requirements specified herein.

## **6.0 BUSINESS CONTINUITY MANAGEMENT (BCM) METHODOLOGY**

Participants shall adopt sound and effective BCM procedures and practices, by adhering to the BCM methodology as follows:

### **6.1 Risk Assessment (RA) and Business Impact Analysis (BIA)**

6.1.1 Participants shall undertake a structured RA process to identify and assess potential threats that can severely interrupt the operations of their LVP and RPS.

6.1.2 RA for LVP and RPS shall be carried out at least annually or more frequently if there are material changes to the internal operating or external environments.

6.1.3 Participants shall assess the likelihood of the identified threats occurring and determine the impact to their LVP and RPS. In this regard, Participants shall carry out a BIA annually and also whenever there are material changes to the Participants' business activities for LVP and RPS.

6.1.4 The BIA exercise shall be conducted for LVP and RPS in a structured and systematic manner. Participants shall determine the potential financial and non-financial impact on the Participants if their LVP and RPS are unavailable for an extended period of time during a major disruption.

### **6.2 Risks Treatment**

6.2.1 Participants shall consider proactive measures that further reduce the likelihood or impact on disruption of LVP and RPS. This can be achieved by performing risk assessment on LVP and RPS regularly whereby controls should be further added for newly identified risks that are high.

### **6.3 Recovery Strategy**

6.3.1 Participants shall formulate and document appropriate recovery strategies to ensure the continuity or recovery of the operations of their LVP and RPS is within an acceptable time frame.

6.3.2 The recovery strategies shall, amongst others, indicate the recovery time frame, the Alternate and Recovery Sites, mode of processing (manual, partial

or automated processing), key recovery personnel (including the decision makers), work area, data, facility and technology requirements.

6.3.3 For recovery of IT systems, the recovery strategy shall clearly indicate the recovery facilities available. Recovery facilities shall be maintained at a capacity that commensurate with the recovery objective.

6.3.4 The recovery strategies shall be regularly reviewed to ensure their continued relevance. Such reviews must be approved by the Participant's Management or higher.

#### 6.4 Maximum Tolerable Downtime (MTD) and Recovery Time Objective (RTO)

6.4.1 Due to the criticality of LVP services such as RENTAS and eSPICK, the MTD and RTO shall be within two (2) hours and one (1) hour respectively for all Participants.

Services	MTD	RTO
i. RENTAS	2 hrs	1 hr
ii. eSPICK	2 hrs	1 hr

6.4.2 For RPS the MTD and RTO for Participants are as follows:

Services	Effective Date					
	January 2017		January 2019		January 2020	
	MTD	RTO	MTD	RTO	MTD	RTO
i. Interbank Giro (IBG)	4 hrs	2 hrs	4 hrs	2 hrs	4 hrs	2 hrs
ii. Direct Debit (DD)	4 hrs	2 hrs	4 hrs	2 hrs	4 hrs	2 hrs
iii. FPX *	6 hrs	4 hrs	5 hrs	3 hrs	4 hrs	2 hrs
iv. JomPAY *	6 hrs	4 hrs	5 hrs	3 hrs	4 hrs	2 hrs
v. MyDebit *	6 hrs	4 hrs	5 hrs	3 hrs	4 hrs	2 hrs

Note: \* The MTD / RTO for FPX, JomPAY and MyDebit will be tightened in stages from 6hrs / 4hrs to 4hrs / 2hrs by January 2020.

6.4.3 Participant shall impose in their contractual arrangements with their key service providers, suppliers and counterparties, where applicable, on recovery and acceptable downtime requirement so that the MTD and RTO can be met.

## 7.0 FORMULATION OF PLAN

- 7.1 Participants' BCP and DRP shall be formulated and approved by their Management or higher. It is the responsibility of the Participants to ensure both BCP and DRP are effectively implemented, properly maintained and continually improved.

Participants shall develop a workable BCP and DRP for the operations of their LVP and RPS, which includes at a minimum:

- 7.1.1 Procedures to respond to major disruptions;
  - 7.1.2 Escalation, call tree and updated contact list;
  - 7.1.3 The conditions for BCP and DRP activation and identifying parties that are authorised to declare a disaster;
  - 7.1.4 A list of all resources required to recover the said services, including key personnel that will execute the recovery process;
  - 7.1.5 Relevant information about the Alternate and Recovery Sites; and
  - 7.1.6 Procedures for restoring to normal business operations.
- 7.2 Since the threat of a pandemic or infectious disease poses unique challenges, Participants shall ensure that plans are in place to manage such scenarios.
- 7.3 Participants shall ensure that adequate security controls are in place if an event triggers the implementation of the BCP and DRP.
- 7.4 Participants shall ensure that plans are also designed to achieve resiliency such as the ability to effectively respond to cyber attacks.

## **8.0 ALTERNATE AND RECOVERY / DR SITE**

- 8.1 Participants shall make arrangements for back-up and recovery sites should the primary business premise or infrastructure becomes unavailable in the event of a major disruption.
- 8.2 Participants shall assess the capacity and suitability of the Alternate or Recovery Site to ensure that the site is:
- 8.2.1 Of sufficient distance from the primary site to avoid being affected by the same disaster or source of disruption;
  - 8.2.2 Using a separate or alternative telecommunication network and power grid from the primary site to avoid single points of failure; and
  - 8.2.3 Readily accessible and available for occupancy, taking into consideration the logistic requirements within the recovery timeframe stipulated in the BCP and DRP.

- 8.3 For technology requirements, Participants should ensure that the IT systems at the Alternate Sites and Recovery Sites are:
- 8.3.1 Compatible with their primary systems, in terms of capacity and capability, to adequately support the operation of their LVP and RPS; and
  - 8.3.2 Continuously updated with current versions of system and application software to reflect the changes to the Participants' system configurations (e.g. hardware or software upgrades or modifications).
- 8.4 Participants shall provide Alternate Sites and recovery facilities (hot-site, online mirroring, etc.) to support the operations of their LVP and RPS, which commensurate with its MTD and RTO.
- 8.5 Participants may engage a third party service provider to provide recovery facility for their LVP and RPS, provided that they:
- 8.5.1 Establish a written contract to safeguard the Participants' interest;
  - 8.5.2 Establish a Service Level Agreement (SLA) with their third party service providers to ascertain the level and type of services provided;
  - 8.5.3 Mitigate concentration risks by avoiding reliance on a single service provider for critical services;
  - 8.5.4 Assess the capacity and suitability of the third party sites in the event the sites have to be used for a prolonged period;
  - 8.5.5 Ensure that adequate physical access control is provided by the service provider to safeguard the recovery facility; and
  - 8.5.6 Perform periodic reviews and continuous monitoring of the service levels delivered by the third party service provider.

## **9.0 CRITICAL BUSINESS INFORMATION RECORDS**

- 9.1 Participants shall ensure that up-to-date back-up copies of critical business information, data, software and related hard copy documentation are available at their Alternate Sites for the recovery of the operations of their LVP and RPS.

## **10.0 BCP AND DRP EXERCISES**

- 10.1 The BCP and DRP for LVP and RPS must be tested to ensure the feasibility and effectiveness of the recovery strategies and procedures, staff preparedness, back-up system readiness and availability of recovery resources.
- 10.2 Participants shall test all plans with pre-determined goals, scenario and criteria, using realistic simulations and transaction volumes.
- 10.3 Participants are required to conduct BCP and DRP exercises, which involve live and successful operations from Alternate and/or DR Sites as specified below whereby the exercises shall be spread evenly throughout the year:

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Types	Services (Minimum System/Component Involved)	Number of BCP/DRP Live Run per Year	Scenario	Participant's Business Site	Participant's Data Centre Location	MyClear's Data Centre Location	Frequency of Successful Live Run
Large Value Payment	RENTAS (RENTAS Access Channel)	6	1. Participant's DR capability and connectivity to MyClear Production Host	Primary or Alternate Site	DR Site	Production Site	Once a year for at least one (1) Business Day
	eSPICK (eSPICK Gateway Client)	6	2. Industry-wide DR infrastructure of MyClear and all Participants as well as operation of the business team from Alternate Site (DR to DR)	Alternate Site	DR Site	DR Site	Twice a year during industry-wide Live Run for at least one (1) Business Day
			3. Preparedness for pandemic	Split at both primary and Alternate Site	Production or DR Site	Production or DR Site	Once a year for at least three (3) consecutive Business Days*
			4. Preparedness for a prolonged business interruption or infrastructure outage	Alternate Site	DR Site	Production or DR Site	Once a year for at least five (5) consecutive Business Days*
			5. Any scenario as determined by Participant or prescribed by MyClear from time-to-time	To be decided by Participant or MyClear (if the Scenario is prescribed by MyClear)	To be decided by Participant or MyClear (if the Scenario is prescribed by MyClear)	Production or DR Site	Once a year

Types	Services (Minimum System/ Component Involved)	Number of BCP/DRP Live Run per Year	Scenario	Participant's Business Site	Participant's Data Centre Location	MyClear's Data Centre Location	Frequency of Successful Live Run
Retail Payment Services	IBG (IBG PS Client).	2	1. Participant's DR capability and connectivity to MyClear Production Host	Primary or Alternate Site	DR Site	Production Site	Once a year for at least one (1) Business Day
	MyDebit (MyDebit Host and MyDebit Acquiring Host).	2		Alternate Site	DR Site	DR Site	Once in three (3) years during industry-wide Live Run for at least one (1) Business Day
	FPX (FPX Gateway).	2	2. Industry-wide DR infrastructure of MyClear and all Participants as well as operation of the business team from Alternate Site (DR to DR); or	Split at both primary and Alternate Site	Production or DR Site	Production or DR Site	Once in three (3) years for at least three (3) consecutive Business Days*
	Direct Debit (Direct Debit PS Client).	2					
	JomPAY (JomPAY Gateway).	2	3. Preparedness for pandemic; or	Alternate Site	DR Site	Production or DR Site	Once in three (3) years for at least five (5) consecutive Business Days*
		4. Preparedness for a prolonged business interruption or infrastructure outage					

**Note:**

DR to DR: Participant's systems are running from DR Site connecting to MyClear's DR site and Participant's business teams operate from their Alternate Site.

Pandemic: Split operation of business teams to primary and Alternate Site and operation may run from either primary or Alternate Site. Systems may run from production or DR site.

Prolonged: Systems operate continuously from DR site for at least 5 Consecutive Business Days due to unavailability of production Data Centre arising from severe fire, flood or major failure of network, power, hardware, application etc. Business team may run from primary or Alternate Site.

\* Three (3) consecutive Business Days of testing means, if the first day of the test falls on Thursday, the last day of the test is on the following Monday. Five (5) consecutive Business Days of testing means, if the first day of the test falls on Wednesday, the last day of the test is on the following Tuesday.



10.4 For RPS, in addition to the two exercises per year as described in Clause 10.3, MyClear may from time-to-time prescribe any scenario to be tested by Participants and Participants will be informed accordingly on the test details in advance.

10.5 Successful criteria of the exercises are determined as follows:

Types	Services	Scenario	Success Criteria
Large Value Payment	RENTAS	<ul style="list-style-type: none"> <li>DR to DR</li> </ul>	<ul style="list-style-type: none"> <li>Within RTO and business operation and system are able to operate from Alternate Site and DR Site respectively.</li> <li>Within RTO and system is able to operate from DR Site.</li> <li>Within RTO (where applicable) and able to resume business operation with split staff strength at both primary and Alternate Sites.</li> <li>Within RTO and business operation and system are able to operate at least five (5) consecutive Business Days from Alternate and DR sites respectively.</li> </ul>
	eSPICK		
Retail Payment Services	IBG	<ul style="list-style-type: none"> <li>Systems operate from DR</li> <li>Pandemic</li> <li>Prolonged</li> </ul>	
	MyDebit		
	FPX		
	Direct Debit		
	JomPAY		

10.6 Participants are required to re-execute the scenario if the exercise fails to meet the above success criteria.

10.7 MyClear will monitor Participant's compliance with the requirements in Clauses 10.3 and 10.5 and will impose penalties for non-compliance. The quantum of penalties is as specified in **Appendix I**.

## 11.0 COMPUTATION OF MTD/RTO FOR THE PURPOSE OF BCP/DRP TESTING

11.1 In an actual disaster, the MTD timing should start from the occurrence of incident or outage. Typically, after a disaster has struck, there will be an immediate notification to the Crisis Management Team (CMT) members, a damage assessment activity by technical teams and various communications process before CMT decides to activate BCP/DRP. The duration taken by CMT to make decision may vary considerably but is

expected to be between 15 to 30 minutes. To standardise the computation of MTD/RTO for the purpose of reporting of BCP/DRP testing, the following will be adopted:

- 11.1.1 The timing for CMT decision is set at thirty (30) minutes. For BCP/DRP testing involving CMT decision process, the actual timing should be used;
- 11.1.2 The RTO timing will start from declaration by CMT to activate BCP/DRP or call tree notification by BCP/DRP coordinator or commencement of BCP/DRP switch activity. RTO timing will stop when the system/application is recovered. The typical processes involved would include staff mobilization to DR Site, bringing up application and database at DR Site, network swing, communications as well as application or system testing such as successful login to ensure the systems are ready for business users;
- 11.1.3 Since the entire BCP/DRP testing processes may not be performed continuously in one straight line, the MTD is computed based on summation of CMT decision, RTO and other processes involved such as staff mobilization, clearing of backlog, data comparison and etc. until the system can be used as normal by the business users;
- 11.1.4 The above can be depicted by the diagram below:



## 12.0 NOTIFICATION OF DATE OF EXERCISE

- 12.1 Participants shall provide MyClear with the list and details (Name, Designation, Telephone/Handphone Number and E-mail Address) of the person-in-charge for BCP/DRP respectively via e-mail to [helpdesk@myclear.org.my](mailto:helpdesk@myclear.org.my) (for RPS) or the respective RENTAS or eSPICK teams in MyClear (for LVP) three (3) Business Days prior to the exercise.
- 12.2 DR to DR exercise is an industry-wide testing where all Participants are required to connect their DR to MyClear's DR Site. The DR to DR will take place twice per year for LVP Participants and once in three years for RPS Participants. MyClear will

determine the date of DR to DR testing and Participants will be informed accordingly on the exercise date in advance.

- 12.3 To facilitate the test and re-test of the scenarios by Participants, MyClear will conduct BCP and/or DRP exercises (Live Run) on a regular basis as follows and the dates will be informed to Participants accordingly:

Types	Services	Number of Live Runs per year	Dates
Large Value Payment	RENTAS	12	Actual Live Run date will be informed in advance.
	eSPICK	12	
Retail Payment Services	IBG	4	Actual Live Run date will be informed in advance.
	MyDebit	2	
	FPX	2	
	Direct Debit	2	
	JomPAY	2	

- 12.4 MyClear will send a notification to all Participants seven (7) Business Days before the commencement of MyClear's Live Run exercise.

### 13.0 MAINTENANCE OF PLAN

- 13.1 Participants must carry out periodic reviews of their BCP and DRP. The plans must be updated to reflect changes in the operating environment and business activities.
- 13.2 The BCP (including RA and BIA) and DRP shall be reviewed and updated no less than once a year and improvements to address gap(s) identified during the BCP and DRP exercises shall be incorporated accordingly.
- 13.3 Participants shall review the adequacy of back-up systems, software, applications, and other resources as part of the BCP and DRP update cycle.
- 13.4 An updated copy of the BCP and DRP shall be provided to all interested parties, and must also be stored at an off-site premise or back-up site that can be easily accessed during a disaster or prolonged period of disruption.
- 13.5 Participants are required to adopt version control to ensure orderly updating and maintenance of the plans.

## 14.0 SUBMISSION TO MYCLEAR

- 14.1 Within seven (7) Business Days after a BCP and DRP exercise, Participants are required to submit the BCP and DRP Exercise Report (refer to the sample provided in **Appendix II**) to MyClear via e-mail at [compliance.lvp@myclear.org.my](mailto:compliance.lvp@myclear.org.my) (for LVP, which includes any BCP and DRP test report submitted to Bank Negara Malaysia for FAST) or [compliance.retail@myclear.org.my](mailto:compliance.retail@myclear.org.my) (for RPS).
- 14.2 Participants are also required to submit the following information to MyClear via e-mail at [compliance.lvp@myclear.org.my](mailto:compliance.lvp@myclear.org.my) (refer to the sample provided in **Appendix III (a)** for LVP) or [compliance.retail@myclear.org.my](mailto:compliance.retail@myclear.org.my) (refer to the sample provided in **Appendix III (b)** for RPS) by 31<sup>st</sup> January of every year:
- 14.2.1 Schedule of the following year BCP/DRP Exercises; and
  - 14.2.2 Details for Alternate and Recovery Sites.
- 14.3 Participants are required to notify MyClear via e-mail should there be any changes to the information submitted pursuant to Clause 14.2 within three (3) business days before the exercise date as stated in the planned schedule of annual BCP/DRP exercise.

## 15.0 COMMUNICATION PROCESS

- 15.1 In the event of disruptions to the LVP and RPS or delays in settlement, MyClear shall inform all affected Participants and provide regular updates on the resolution progress.
- 15.2 MyClear may activate its Alternate Site or Recovery Site in the event the primary site becomes inoperable. Any such activation will be communicated to Participants as and when necessary.
- 15.3 Participants shall establish, implement and maintain procedures for detecting and monitoring of incidents in a timely manner. Participants are required to inform MyClear immediately regarding any circumstances that may impair their ability to operate on a business-as-usual basis.

## 16.0 ENFORCEMENT OF THIS GUIDELINE

- 16.1 MyClear has the right to impose penalty charges on its Participants for “General Non-Compliance” (refer to Section 4 of this Guideline for definition of “General Non-Compliance”). The quantum of the penalties is as specified in **Appendix I**.

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# APPENDICES

## Appendix I – Penalty Charges

### A. Penalty Charges for Non-Compliance to Specific Requirements in this Guidelines

No.	Description	Amount
1.0	Failure to comply with the minimum requirements to conduct successful live BCP and DRP exercises as stipulated in Clauses 10.3 and 10.5 in this Guideline.	Up to RM10,000 per non-compliance

### B. Penalty Charges for General Non-Compliance to this Guideline

No.	Description	Amount
1.0	Failure to comply with the general requirements in this Guideline.	Up to RM5,000 per non-compliance

Note: Actual quantum of the penalty charges will be determined depending on the severity of the general non-compliance

## Appendix II – Sample BCP/DRP Exercise Report

**Note:**

- This report is to be submitted to MyClear via [compliance.LVP@myclear.org.my](mailto:compliance.LVP@myclear.org.my) for Large Value Payment Services and [compliance.retail@myclear.org.my](mailto:compliance.retail@myclear.org.my) for Retail Payment Services within seven (7) Business Days after the exercise date.
- Please send a separate BCP/DRP Exercise Report for each services/participant if the test result is different.
- For enquiries, please contact MyClear's compliance team at +603-2264 8600.

<b>Details of BCP/DRP Exercise</b>
------------------------------------

<b>Name of Bank/Institution</b> <i>(List down name of banks if more than one bank within the group participated)</i>																	
<b>Date of Exercise</b>	Start date: _____ End date: _____																
<b>Duration (day)</b>																	
<b>Systems/channels involved during the exercise</b>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; border: 1px solid black; height: 20px;"></td><td>RENTAS</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>eSPICK</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>FAST (to attach the BCP/DRP exercise report as submitted to BNM)</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>IBG</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>JomPAY</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>FPX</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>Direct Debit</td></tr> <tr><td style="border: 1px solid black; height: 20px;"></td><td>MyDebit</td></tr> </table>		RENTAS		eSPICK		FAST (to attach the BCP/DRP exercise report as submitted to BNM)		IBG		JomPAY		FPX		Direct Debit		MyDebit
	RENTAS																
	eSPICK																
	FAST (to attach the BCP/DRP exercise report as submitted to BNM)																
	IBG																
	JomPAY																
	FPX																
	Direct Debit																
	MyDebit																



Scenario	
<input type="checkbox"/>	Industry-wide DR to DR
<input type="checkbox"/>	Participant's DR capability and connectivity to MyClear Production Host
<input type="checkbox"/>	Preparedness for pandemic
<input type="checkbox"/>	Preparedness for a prolonged business interruption or infrastructure outage
<input type="checkbox"/>	Determined by Participant/Prescribed by MyClear

1. Where were the business team/operations staff located during the exercise?
  - Primary Site
  - Alternate Site
  - Both of the above (split operation)
  - Neither of the above. Please specify: \_\_\_\_\_

2. Did you encounter any operational issues during the exercise?
  - Yes
  - No

If yes, please describe on the issue and the rectification(s) you have taken:

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---

3. Did you encounter any system issues during the exercise?
  - Yes
  - No

If yes, please describe on the issue and the rectification(s) you have taken:

---



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4. Did you manage to complete the business transactions during the exercise?

- Yes
- No

If yes, please state the reason for failure to complete the business transactions?

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5. Please indicate your compliance with the standard set for MTD and RTO and the result of the exercise, where applicable

Standard	Maximum time <sup>@</sup>	Actual (hours) <sup>#</sup>	Timing for CMT Decision (30 Min or Actual time )	Result of exercise (Please indicate Successful/ Fail*)
<b>RENTAS</b>				
MTD	2 hours			
RTO	1 hour			
<b>eSPICK</b>				
MTD	2 hours			
RTO	1 hour			
<b>Interbank GIRO (IBG)</b>				
MTD	4 hours			
RTO	2 hours			
<b>JomPAY</b>				
MTD	6 hours			
RTO	4 hours			
<b>FPX</b>				
MTD	6 hours			
RTO	4 hours			
<b>Direct Debit</b>				
MTD	4 hours			
RTO	2 hours			
<b>MyDebit</b>				
MTD	6 hours			
RTO	4 hours			

<sup>@</sup> The MTD/RTO for JomPAY, FPX and MyDebit will be tightened in stages from 6hrs/4hrs to 4hrs/2hrs by January 2020 as stated in Clause 6.4.2 above.

<sup>#</sup> Actual hours for MTD should also include either the actual timing of CMT decision process or standard 30 minutes allocation as stated in Clause 11.1.1 above.

\* For failed results, please proceed to Question 6.

6. If the result of the exercise is 'Fail', please provide:

(i) Next action plan

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(ii) The tentative date to undertake retesting exercise

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Authorised signature**		
Name		
Department		
Designation		
Office Tel. No/Ext.		
Email		

\*\* Report must be signed by senior teams to ensure that all necessary actions had been or will be attended to (i.e. Head of Business/Operations/IT and BC/DR Coordinator).

## Appendix III (a) – Sample of BCP/DRP Exercises Planning and Infrastructure Set-up for Large Value Payments and Securities Services (LVP)

### Note:

- This document is to be submitted to the Compliance Department of MyClear via email at [compliance.LVP@myclear.org.my](mailto:compliance.LVP@myclear.org.my) by 31<sup>st</sup> January of each year.

### A. Administrative Information

Details			
Name of Bank/Institution		Office Tel./Ext. No	
Name of Contact Person		Handphone No	
Designation		Email Address	

### B. Schedule of Annual BCP / DRP Exercises

No.	Exercise Date	Remarks/Scenario of Exercise
<b>RENTAS</b>		
1.		
2.		
3.		
4.		
5.		
6.		
<b>eSPICK</b>		
1.		
2.		
3.		
4.		
5.		
6.		

**C. Details of Data and Business Centres**

	Data Centre			Business Centre	
	Production	Recovery	Third Site (if available)	Primary	Alternate
<b>RENTAS</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km 2.Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: __ km
<b>eSPICK</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km 2.Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: __ km

## Appendix III (b) – Sample of BCP/DRP Exercises Planning and Infrastructure Set-up for Retail Payment Services (RPS)

**Note:**

- This Document is to be submitted to the Compliance Department of MyClear via email at [compliance.retail@myclear.org.my](mailto:compliance.retail@myclear.org.my) by 31<sup>st</sup> January of each year.

### A. Administrative Information

Details			
Name of Bank/Institution		Office Tel./Ext. No	
Name of Contact Person		Handphone No	
Designation		Email Address	

### B. Schedule of Annual BCP / DRP Exercises

No.	Exercise Date	Remarks/Scenario of Exercise
<b>Interbank GIRO (IBG)</b>		
1.		
2.		
<b>JomPAY</b>		
1.		
2.		
<b>FPX</b>		
1.		
2.		

No.	Exercise Date	Remarks/Scenario of Exercise
<b>Direct Debit</b>		
1.		
2.		
<b>MyDebit</b>		
1.		
2.		

**C. Details of Production, Alternate & Recovery Sites**

	Data Centre			Business Centre	
	Production	Recovery	Third Site (If available)	Primary	Alternate
<b>Interbank GIRO (IBG)</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1.Production Site: ___ km 2.Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: ___ km
<b>JomPAY</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1.Production Site: ___ km 2.Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: ___ km



	Data Centre			Business Centre	
	Production	Recovery	Third Site (If available)	Primary	Alternate
<b>FPX</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1. Production Site: ___ km 2. Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: ___ km
<b>Direct Debit</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Production Site: _ km	Yes/No (If Yes, Service Provider: _____) 1. Production Site: ___ km 2. Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: ___ km

	Data Centre			Business Centre	
	Production	Recovery	Third Site (If available)	Primary	Alternate
<b>MyDebit</b> Address: Contact Person: Email: Tel./Handphone No: Fax No: Outsourcing: Distance from:	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km	Yes/No (If Yes, Service Provider: _____) 1.Production Site: __ km 2.Recovery Site: ____ km	Yes/No (If Yes, Service Provider: _____)	Yes/No (If Yes, Service Provider: _____) 1. Primary Site: __ km

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