Supplementary Terms - Cyber Essentials Assessment Services

The Services set out in these Supplementary Terms shall be supplied by Grant McGregor to the Client on the terms and conditions set out in Grant McGregor's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

1.1 'Assess', 'Assessment' means the assessment, by Grant McGregor, of the Client's Security Profile against the Scheme.

1.2 'Audit' means Grant McGregor's checking of a sample of the Client's IT systems, devices or processes or polices to verify the Client's responses to the Questionnaire.

1.3 'Automated Compliance Tool' means the third-party tool which continuously scans an Endpoint for security vulnerabilities.

1.4 'Endpoint' means workstation, tablet or other mobile device.

1.5 'Security Profile' means the Client's cyber security posture / stance at the time of Grant McGregor's Assessment.

1.6 'Self Assessment Questionnaire', 'Questionnaire' means the questionnaire used for the assessment of the Client's compliance with the Scheme.

1.7 'Site' means the Client- owned or occupied location(s) as set out in the Order, at or to which Grant McGregor shall carry out or otherwise supply the Assessment Services.

1.8 'Vulnerability Test' means an automatic or manual check of the Client's systems configuration pertaining to cyber security which is performed by Grant McGregor.

2. TERM

2.1 This Agreement will be effective from the Commencement Date set out on the Order and shall run until terminated in accordance with the terms clause 11 of the General Terms and Conditions or clause 9 hereof.

3. BACKGROUND

3.1 The Cyber Essentials Scheme and the IASME Governance Scheme (collectively, the 'Scheme') is owned by HM Government (the 'Authority') and the IASME Consortium Ltd respectively. Its delivery is overseen by a number of contractors, the IASME Consortium Ltd (the 'Accreditation Body') being one of those. Grant McGregor has been approved by the Accreditation Body for delivery of the Scheme.

3.2 Grant McGregor's assessment services (the 'Assessment Services') comprise delivery a number of certification levels (the 'Certification Level') of the Scheme and a number of value-added services (the 'Assistance Level'), which are described in the Service Schedule.

3.3 On successful completion of the Assessment, Grant McGregor shall issue to the Client a certificate (the 'Scheme Certificate') and the Client, subject to agreeing to the Accreditation Body's terms and conditions for the use of the appropriate logo, (the 'Accreditation Mark'), shall be entitled to display the Accreditation Mark on its literature, website, etc.

3.4 The Scheme Certificate shall be valid for a period of twelve months (the 'Accreditation Period') from the date of issue by Grant McGregor and the Client shall be entitled to use the Accreditation Mark during the period of validity of the Scheme Certificate.

3.5 In order to maintain continuity of certification, the Client must apply for and complete further Assessments of the Security Profile annually, the requirements for which are described in the Service Schedule.

4. PROVISION OF SERVICES

The Assessment Services to be supplied under the terms of this Agreement comprise a Certification Level and an Assistance Level, as set out in the Order and described in the Service Schedule:

4.1 The Certification Levels are:

- 4.1.1 Cyber Essentials;
- 4.1.2 Cyber Essentials Plus;
- 4.1.3 IASME Governance and GDPR;
- 4.1.4 IASME Onsite Audited and Report.

4.2 Grant McGregor's Assistance Levels are:

- 4.2.1 CE Assess and Submit
- 4.2.2 CE Guide, Assess and Submit
- 4.2.3 CE Gather, Guide, Assess and Submit

4.3 Some Certification Level / Assistance Level combinations may be mutually exclusive.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

5.1 Warrant that the Self Assessment Questionnaire shall be completed honestly and accurately by person(s) who are authorised and qualified to provide the requested information.

5.2 Warrant that information provided to Grant McGregor during any Audits shall be provided honestly and accurately by person(s) who are authorised and qualified to provide the requested information.

5.3 Comply with the requirements of the Scheme documentation and all reasonable directions made by the Authority, the Accreditation Body and Grant McGregor.

5.4 Acknowledge and agree that any Scheme Certificate shall only be issued by Grant McGregor when Grant McGregor, at its sole discretion is satisfied that the Client meets the criteria set out by the Authority.

5.5 Not use the Accreditation Mark unless in receipt of a valid, current Scheme Certificate as issued by Grant McGregor.

5.6 Enter into an agreement with the Accreditation Body prior to the use of the Accreditation Mark and comply with all terms and conditions of such agreement.

5.7 Warrant that Security Profile indicated in the completed Self Assessment Questionnaire shall be maintained for the duration of the Accreditation Period.

5.8 Complete the Questionnaire within six months of the Commencement Date.

5.9 Within ten Working Days of any request for an appointment made by Grant McGregor for the purpose carrying out the Assessment, including Audits or Vulnerability Tests, agree an appointment date.

5.10 Prior to the agreed date for any Vulnerability Test, provide to Grant McGregor the necessary administration credentials to allow it to carry out the test.

5.11 Notify Grant McGregor immediately and in any event with not less than one Working Day beforehand if the Client wishes to cancel a previously made appointment.

5.12 Prior to the agreed date for any Vulnerability Test, provide to Grant McGregor the necessary administration credentials to allow it to carry out the test.

5.13 Pay any additional charges reasonably levied by Grant McGregor.

5.14 Not copy, reverse engineer or modify any software or copy any manuals or documentation, (save updating templates as required as part of the Assessment process) provided by Grant McGregor under the terms of this Agreement.

5.15 Not make any derogatory statements about the Scheme or behave in any manner that could damage the reputation of the Scheme.

5.16 If subscribing to the CE Gather, Guide, Assess and Submit Assistance Level, to comply with the terms of licence of the Automated Compliance Tool.

6. GRANT MCGREGOR'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Grant McGregor shall:

6.1 On commencement of this Agreement, make available to the Client the Self Assessment Questionnaire.

6.2 Provide the Client copies of all documentation required to assist its completion of the Assessment and where such documentation exists only on a web interface, access to such.

6.3 Provide to the Client assistance with the Assessment according to the Assistance Level set out on the Order and described in the Service Schedule.

6.4 Assess, at Grant McGregor's sole discretion, the completed Self Assessment Questionnaire against the Scheme's criteria.

6.5 Agree dates and times for carrying out on-site Audits and Vulnerability Tests.

6.6 Carry out on-site Audits which shall be conducted and assessed at Grant McGregor's sole discretion.

6.7 Carry out Vulnerability Tests at the agreed date and time, which shall be conducted and assessed at Grant McGregor's sole discretion and notify the Client when such are complete.

6.8 Notify the Client in writing of the results of the Assessment; and

6.8.1 If the Assessment meets the Scheme's criteria and subject to full payment of Grant McGregor's Charges, issue a Scheme Certificate, which shall be valid for a period of twelve months from the date of issue;

6.8.2 If the Assessment fails to meet the Scheme's criteria, Grant McGregor shall not issue a Scheme Certificate. The Client shall be entitled re-apply for one additional Assessment at no further charge, PROVIDED THAT any and all Assessments are completed (including re-assessment by Grant McGregor) within six months of the Commencement Date; and

6.8.3 Whilst Grant McGregor shall not charge the Client for carrying out parts of the additional Assessment that it can execute remotely, Grant McGregor shall be entitled to charge the Client at its prevailing rates for any visits to the Client's Site that it reasonably deems necessary to make the additional Assessment;

6.8.4 Grant McGregor shall be entitled to charge the Client at its prevailing rates for carrying out any Assessments in excess of those identified in sub-clause 6.8.2.

6.9 Make available an account or project manager as appropriate to act as a single point of contact for the Client for the duration of this Agreement.

6.10 Perform the assessment of the Self Assessment Questionnaire, any on-site Audits and Vulnerability Tests using Good Industry Practice.

6.11 Facilitate the moderation of Assessments by the Accreditation Body where appropriate to the Assistance Level.

7. Clause Intentionally Unused

8. GENERAL

8.1 The Client acknowledges that the Scheme is intended to reflect that certificated organisations have themselves established the Security Profile set out in the Scheme documents and that receipt of a Scheme Certificate does not indicate or certify that the certificate holder is free from cyber security vulnerabilities or their attendant risks; and

8.1.1 The Client also acknowledges that Grant McGregor has not warranted or represented the Scheme or certification there under as conferring any additional benefit to the Client.

8.2 If, following a failed Assessment, the Client requests assistance or other consultancy, Grant McGregor shall provide such, chargeable at its prevailing rates.

8.3 If an appointment is made with the Client for a visit to Site and that at the appointed time Grant McGregor is unable to access the Client's Site, or the appointment is otherwise broken by the Client within twenty four hours of the appointment time, Grant McGregor shall be entitled to charge the Client at the rate set out in the Tariff.

9. TERMINATION

9.1 This Agreement shall terminate:

9.1.1 Following the delivery by Grant McGregor of the Scheme Certificate following the Assessment meeting the Scheme criteria; or

9.1.2 Six months after the Commencement Date, unless otherwise agreed in writing by Grant McGregor;

Whichever event occurs earlier.

9.2 This Agreement may be terminated forthwith by Grant McGregor if, in Grant McGregor's reasonable opinion, the Client is in breach of sub-clauses 5.1 to 5.3 hereof.

9.3 This Agreement may be terminated at any time by the Client providing written notice.

10. CHARGES AND PAYMENT

10.1 The Charges for the Assessment Services shall be paid in advance of the supply of the Services;

10.2 The Charges are not refundable for any reason, save termination under the applicable terms of sub-clause 11.1 of the General Terms and Conditions arising from breach, action or inaction by Grant McGregor.

11. EXCLUSION OF LIABILITY

11.1 The Client agrees that Grant McGregor shall not be liable for any actions, losses damages, judgements, legal fees, costs, fines, claims or expenses incurred by the Client or legal proceedings which are brought or threatened against the Client by a third party in the event of:

11.1.1 Any breaches by the Client of any Data Protection Legislation that is in force;

11.1.2 Any security breach of or vulnerability in the Client's systems and processes.

11.2 The Client acknowledges and agrees that:

11.2.1 There is a small risk that Vulnerability Testing carried out by Grant McGregor may cause problems in the Client's IT systems, including routers and / or firewalls ceasing to function correctly and database and storage access issues;

11.2.2 The testing of the Client's IT systems for correct functioning after Grant McGregor's Vulnerability Tests and any necessary reconfiguration and any associated costs shall be the Client's sole responsibility;

11.2.3 Whilst Grant McGregor warrants that it shall use reasonable care during the execution of Vulnerability Tests, Grant McGregor shall not be liable for any losses or damage which arise either directly or indirectly from its access to the Client's IT infrastructure.

11.3 Whilst Grant McGregor's Automated Compliance Tool is intended to proactively identify most system-related security vulnerabilities, the Client acknowledges and agrees that:

11.3.1 The Automated Compliance Tool is provided on an "as is" basis and Grant McGregor does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's purpose of the Automated Compliance Tool; and

11.3.2 Grant McGregor does not warrant and cannot guarantee that the Automated Compliance Tool will identify all security vulnerabilities and shall not be liable for any losses, damages or costs arising from failure to identify all security vulnerabilities unless such result directly from the negligence of Grant McGregor.

11.4 The provisions of this clause 11 shall survive the termination of this Agreement in perpetuity.

Service Schedule

The following Service Schedule sets out all of the Assessment Services that may be provided by Grant McGregor. The actual Assessment Services to be provided under the terms of this Agreement are listed on the Order.

1. Assistance Levels

1.1 CE Assess and Submit

Under its CE Assess and Submit Assistance Level, Grant McGregor will provide the Client with access to the Self Assessment Questionnaire, which the Client will complete without any further assistance from Grant McGregor. On completion of the Self Assessment Questionnaire by the Client, Grant McGregor will Assess the completed Self Assessment Questionnaire and report the result of the Assessment to the Client. If the Assessment result meets the criteria of the Scheme, Grant McGregor will issue a Scheme Certificate. If an Assessment fails to meet the Scheme's criteria, the Client may submit one further Self Assessment Questionnaire for Assessment within six months of the Commencement Date and subject to the terms of sub-clause 6.8.3. If further technical assistance is required (that is, regarding making changes to the Client's systems or processes), such is not covered under the terms of this Agreement, however Grant McGregor in response to specific requests by the Client provide such technical assistance; such technical assistance will be chargeable at Grant McGregor's prevailing rates.

1.2 CE Guide, Assess and Submit

Under its CE Guide, Assess and Submit Assistance Level, Grant McGregor will provide the Client with a set of documentation and provide a single one-on-one briefing on Cyber Essentials to a representative of the Client. Following the briefing, Grant McGregor will provide access to the Self Assessment Questionnaire, which the Client will complete without any further assistance from Grant McGregor. On completion of the Self Assessment Questionnaire by the Client, Grant McGregor will Assess the completed Self Assessment Questionnaire and report the result of the Assessment to the Client. If the Assessment result meets the criteria of the Scheme, Grant McGregor will issue a Scheme Certificate. If an Assessment fails to meet the Scheme's criteria, the Client may submit one further Self Assessment Questionnaire for Assessment within six months of the Commencement Date and subject to the terms of sub-clause 6.8.3. If further technical assistance is required (that is, regarding making changes to the Client's systems or processes), such is not covered under the terms of this Agreement, however Grant McGregor in response to specific requests by the Client provide such technical assistance; such technical assistance will be chargeable at Grant McGregor's prevailing rates.

1.3 CE Gather, Guide, Assess and Submit

Under its CE Gather, Guide, Assess and Submit Assistance Level, Grant McGregor will provide the Client with a set of documentation and provide a single one-on-one briefing on Cyber Essentials to a representative of the Client. Grant McGregor will also provide a thirty day licence for the Automated Compliance Tool which can be downloaded onto the number of Endpoints specified on the Order and will for the duration of the licence period will continuously scan the Endpoints and centrally report vulnerabilities, allowing the Client to gather and then address such vulnerabilities prior to completion of the Self Assessment Questionnaire. Following the briefing, Grant McGregor will provide access to the Self Assessment Questionnaire, which the Client will complete without any further assistance from Grant McGregor. On completion of the Self Assessment Questionnaire by the Client, Grant McGregor will Assess the completed Self Assessment Questionnaire and report the result of the Assessment to the Client. If the Assessment result meets the criteria of the Scheme, Grant McGregor will issue a Scheme Certificate. If an Assessment fails to meet the Scheme's criteria, the Client may submit one further Self Assessment Questionnaire for Assessment within six months of the Commencement Date and subject to the terms of sub-clause 6.8.3. If further technical assistance is required (that is, regarding making changes to the Client's systems or processes), such is not covered under the terms of this Agreement, however Grant McGregor in response to specific requests by the Client provide such technical assistance; such technical assistance will be chargeable at Grant McGregor's prevailing rates.

2. Assessment Levels

2.1 Cyber Essentials

Cyber Essentials is the basic Cyber Essentials accreditation, being based on self assessment verified by Grant McGregor. The Cyber Essentials accreditation demonstrates that the Client has addressed the basic and essential cyber controls that a typical expert authority would expect to see in place in the smaller company. Cyber Essentials focuses on:

- Boundary firewalls and internet gateways – these are devices designed to prevent unauthorised access to or from private networks, but good setup of these devices either in hardware or software form is important for them to be fully effective.

- Secure configuration – ensuring that systems are configured in the most secure way for the needs of the organisation
- Access control – ensuring only those who should have access to systems to have access and at the appropriate level.
- Malware protection – ensuring that virus and malware protection is installed and is it up to date
- Patch management – ensuring the latest supported version of applications is used and all the necessary patches supplied by the vendor been applied.

2.1.1 Grant McGregor's Cyber Essentials Assessment can be delivered using any of the following Assistance Levels:

- CE Assess and Submit
- CE Guide, Assess and Submit
- CE Gather, Guide, Assess and Submit

2.1.2 Cyber Essentials accreditation renewal must be carried out every twelve months and requires completion of the Self Assessment Questionnaire.

2.2 Cyber Essentials Plus

The Cyber Essentials Plus accreditation includes all of the requirements of Cyber Essentials and in addition:

- Within three months of the completion of the Self Assessment Questionnaire, an Audit of the systems that are in-scope for Cyber Essentials. This includes a representative set of user devices, all internet gateways and all servers with services accessible to unauthenticated internet users. Grant McGregor will test a suitable random sample of these systems (typically around 10 per cent) to confirm compliance with the responses made to the Self Assessment Questionnaire and then make a decision whether further testing is required
- A Vulnerability Test

2.2.1 Cyber Essentials Plus accreditation renewal must be carried out every twelve months and requires completion of the Self Assessment Questionnaire and an Audit.

2.3 IASME Governance and GDPR

IASME Governance is the basic IASME Governance accreditation, being based on self assessment verified by Grant McGregor. The IASME Governance and GDPR accreditation includes all of the requirements of Cyber Essentials and in addition:

- Risk assessment and management
- Data protection
- Policies
- Physical security
- Vulnerability management
- Training and managing people
- Change management
- Monitoring
- Backup
- Incident response and business continuity

2.3.1 Grant McGregor's IASME Governance and GDPR Assessment can be delivered using any of the following Assistance Levels:

- CE Assess and Submit
- CE Guide, Assess and Submit
- CE Gather, Guide, Assess and Submit

2.3.2 IASME Governance and GDPR accreditation renewal must be carried out every twelve months and requires completion of the Self Assessment Questionnaire.

2.4 IASME Onsite Audited and Report

The IASME Governance and GDPR Audited accreditation includes all of the requirements of the IASME Governance and GDPR accreditation, and in addition:

- An Audit of a sample of the Client's IT Systems estate (including mobile devices), to confirm compliance with the responses made to the Self Assessment Questionnaire
- An Audit of the Client's processes and policies, which will include staff interviews and documentation reviews.
- The audit and reporting activity is a three day activity

2.4.1 IASME Onsite Audited and Report accreditation renewal must be carried out every twelve months and requires completion of the Self Assessment Questionnaire annually and an Audit once every three years.

3. Contact

Grant McGregor's security assessment team may be contacted at any time during the Assessment either on 0131 603 7911 or via email: servicedesk@grantmcgregor.co.uk