

## **SECURITY SCHEDULE**

### **1. General**

1.1 The MOPAC manages the security of its business activities through a process of risk management and this process defines the necessary security requirements.

1.1.1 The Supplier shall :

1.1.1.1 Bring to the attention of the MOPAC any developments (i.e. incidents) likely to give rise to risk to the business of the MOPAC as a result of the provision of services.

1.1.1.2 Ensure that they maintain the Confidentiality, Integrity and (where relevant) Availability of any assets (i.e. information, equipment, premises, etc), which forms part of the provision of services to which the Supplier's representatives have access.

1.1.1.3 Implement appropriate security and business continuity arrangements (as agreed with the MOPAC) in order to protect the related assets and to guarantee service delivery schedules are met.

1.1.1.4 Assign a designated security contact to be referred to as the Designated Security Co-ordinator (DSC) for the provision of services who will have overall responsibility for security. If the DSC assigned is not at Board level alternatively there must be a member of the Board to whom representation of the MOPAC security implications relating to the provision of this service can be directed.

1.1.1.5 The DSC must be able to demonstrate an appreciation of security and be able to promote/foster a good security culture where it relates to the management of this Agreement. Where deemed appropriate, the MOPAC may require that the individual (and any other relevant employees) to attend agreed security awareness training, which will be at the expense of the Supplier. Where the Supplier deems it relevant, the DSC may assign a Single Point Of Contact (SPOC) for the responsibility

of the day-to-day security management. However, the SPOC must report to the DSC.

- 1.1.1.6 Ensure no asset relating to the provision of services is disclosed to a third party without the prior written consent of the MOPAC.
- 1.1.1.7 Ensure, during the lifetime of the Contract and for a minimum of six (6) years following the expiry date, that all information as per the terms & conditions regarding the agreed elements of the service provision remains the property of the MOPAC.
- 1.1.1.8 Advise the MOPAC immediately of any potential and/or actual security incidents that may directly and/or indirectly affect the secure delivery of the provision of services.
- 1.1.1.9 Agree to their premises, operations, policies, procedures and security arrangements used in connection with the delivery of the provision of service, being subject to audit and inspection by the MOPAC and/or its representatives, at any time during the life of the Agreement.
- 1.1.1.10 Where it is identified as a requirement, give MOPAC auditors appropriate access to systems which may have been used as part of the delivery of the provision of services to enable them to carry out their audit responsibilities. Where there is a requirement for such access to be 'on-line', the Supplier shall work with the MOPAC to implement an acceptable way of achieving this.
- 1.1.1.11 Within their response, state whether any aspects of the provision of services (e.g. support arrangements, Service Desk service, etc) will be managed outside of the European Union (EU).
- 1.1.1.12 Where there will be any such proposals, the Supplier must ensure that there are appropriate arrangements (e.g. 'Safe Harbor Agreements', etc) in place. Any such agreements must receive approval from the MOPAC's Data Protection Officer.

1.1.1.13 In order to ensure that the MOPAC remain compliant with the Data Protection Act 1998, where it is identified by the MOPAC's Data Protection Officer that any such agreements require amendments, the Supplier must agree to the acceptance of such amendments.

1.2 There may be a requirement for the Successful Bidder to sign up to the Ministry of Justice's (MoJ) secure e-mail facility (CJSM) at their own expense where this is a requirement of the service. This is to be used for the secure exchange of information (e.g. emails, data transfer etc) between the MOPAC representatives and or the Agreed Supplier as well as between the successful Successful Bidder and their own third party providers where this may be relevant.

1.3 In addition to any requirements outlined within other associated documentation (e.g. the Statement of Requirements document, etc), the Supplier must comply with current legislation in particular the provisions of (but not limited to ) the:

- Computer Misuse Act 1990;
- Copyright, Designs and Patents Act 1988;
- Data Protection Act 1998;
- Freedom of Information Act 2000; and
- Official Secrets Act 1911 and 1989.

#### **1.4 Personnel Security**

1.4.1 The Supplier must ensure all persons requiring access to any assets for the provision of services are authorised to do so by the DSC following consultation (where relevant) with the MOPAC' Client Sponsor. The Supplier must keep records of all Contract representatives (including agents and/or sub-Suppliers) who have been authorised.

1.4.2 The Supplier must:

- 1.4.2.1 Accept that the DSC and any appointed SPOC will be required to undergo CTC (Counter Terrorist Checked) security clearance as a minimum) by the MOPAC's Personnel Security Group (PSG)
- 1.4.2.2 Accept that MOPAC will undertake (as a minimum) Initial Vetting Checks (IVC) up to a maximum of Counter Terrorist Checks (CTC) as deemed necessary, in respect of all other Supplier's representatives involved in the delivery of the provision of services. This will require the completion of a Security Questionnaire by any employee accepted to work on any aspect of the provision of services and this security clearance must be renewed as stipulated by MOPAC.
- 1.4.2.3 Remove any Supplier's representative without delay from the MOPAC Agreement, if in the opinion of the MOPAC, any Supplier representative engaged in the provision of service shall misconduct themselves, or if it is not in the public interest for such persons to be employed or engaged by the Supplier on any part of the provision of services.
- 1.4.2.4 Ensure sufficient Supplier representatives who are adequately trained, appropriately certified for their respective roles, are available at all times.
- 1.4.2.5 Maintain procedures to avoid undue dependence on the experience and expertise of individual Supplier representatives.
- 1.4.2.6 Maintain definitions of individual Supplier representative's security responsibilities including those responsibilities relating to individuals working on systems supporting its administrations.
- 1.4.2.7 Maintain security procedures covering all aspects relating to the delivery of the provision of services and ensuring that all such procedures are available to all and observed by all such personnel engaged in the provision of services.
- 1.4.2.8 Ensure that all Supplier representatives working on the provision of services at the Supplier's location/s are identifiable at all times as

approved individuals to be within any designated area, which have been approved by the MOPAC. This also includes location/s relating to any sub-Suppliers', agents', etc which will form part of the provision of services.

1.4.2.9 Ensure that all Supplier representatives required to visit MOPAC premises as part of the provision of services are identifiable at all times by wearing and/or presenting an appropriate pass in Contract with the MOPAC.

1.4.2.10 Maintain an ongoing security awareness and education programme where it relates to the provision of services.

## **1.5 Business Continuity**

1.5.1 In addition to any business continuity/disaster recovery requirements specific to the secure delivery of the Agreed services, the Supplier must:

1.5.1.1 Produce a Corporate Business Continuity Plan, which takes into account the requirements in relation to the delivery of the provision of service and which will need to be reviewed and agreed (as a minimum) annually with the MOPAC.

1.5.1.2 Ensure all associated representatives are aware of the Business Continuity arrangements and are kept informed of any changes to the plan.

1.5.1.3 Ensure the Business Continuity arrangements are tested as a minimum annually or as agreed with the MOPAC.