

# PROVIDERS TO PROVIDE CISO "AS-A-SERVICE" FOR CYBER ESSENTIALS (CISOAAS (CYBER ESSENTIALS))

# CALL FOR PARTICIPATION

# 1 Mar 2023 (revision 1)





#### **IMPORTANT NOTICES**

Persons submitting proposals in response to the Call for Participation (CFP) by providers for the delivery of CISO as-a-service for Cyber Essentials (CISOaaS (Cyber Essentials)) (collectively, "**Applicants**" and individually "**Applicant**") are deemed to have read, understood, accepted, and agreed to be bound by, the following provisions:

#### 1. Definitions and Interpretation

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Call for Participation" or "CFP" shall mean this Call for Participation issued by CSA to Persons to submit proposals for the delivery of CISOaaS (Cyber Essentials) in accordance to the objectives, desired outcomes, obligations, requirements and implementation approach articulated herein. For avoidance of doubt, the Call for Proposal/ CFP includes: (1) this Important Notices section, (2) Part A (Call for Participation for Providers to provide CISO as-a-service for Cyber Essentials (CISOaaS (Cyber Essentials)), (3) Part B (Administrative Information), and all Annexures and Schedules thereto.

"Intellectual Property Rights" shall mean any copyright, patents, rights to inventions, trademarks and all other related intellectual property rights, whether registered or unregistered, in any part of the world which subsists or will subsist in the content created under the project described in this CFP.

"CSA" shall mean the Government of the Republic of Singapore, as represented by the Cyber Security Agency of Singapore having with its office at 5 Maxwell Road, #03-00, Tower Block, MND Complex, Singapore.

"Person" shall be construed to include any individual, firm, company, corporation or other body corporate, association, partnership, council, committee or representative body (whether or not having separate legal personality).

"Proposal" shall mean the Applicant's application and any and all other documents and information submitted by the Applicant in response to the CFP.

"Qualifying Period" shall mean the period specified as such in the Letter of Offer, and within which Qualifying Expenses shall be incurred to qualify for the Grant.

#### 2. Disclaimers

2.1. This CFP is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on CSA, whether express or implied and whether contractual or otherwise. Without prejudice to the generality of the foregoing, each Applicant acknowledges and agrees that CSA shall have full and absolute discretion in relation to CSA's evaluation of each Applicant's Proposal or with regard to any conduct or process adopted by CSA under this CFP.



- 2.2. Nothing in this CFP shall constitute a contract between CSA and any Applicant. Any Applicant selected pursuant to this CFP for participation in the project shall be required to enter into a legally binding agreement with CSA ("Agreement"), the terms and conditions of which shall be agreed between the parties at a later date. For the Applicant's reference, the Agreement to be entered into between the selected Applicant and CSA shall contain CSA's terms and conditions and/or any other terms which CSA deems fit, including but not limited to the General Terms and Conditions set out at Schedule C annexed hereto. For the avoidance of doubt, for the purposes of the Agreement, CSA shall be entitled to modify, vary and/or supplement any of the terms and conditions set out in Schedule C.
- 2.3. All submissions of Proposals, clarifications, discussions and presentations relating to this CFP are made entirely at the risk of the Applicant.
- 2.4. CSA does not make any representation or warranty, whether express or implied, or accept any liability for the completeness, relevance, accuracy and/or adequacy of the information provided by CSA in relation to this CFP.
- 2.5. CSA does not make any representation of fact or promise to the future in respect of any project contemplated by CSA relating to this CFP.
- 2.6. CSA accepts no liability or obligation in relation to any Proposal submitted pursuant to this CFP and/or any subsequent clarifications, discussions or presentations thereon, whether requested by CSA or otherwise. The Applicant shall bear all costs and expenses associated with the preparation and submission of its Proposal, and any subsequent clarifications, discussions or presentations thereon. CSA will, under no circumstances, be responsible for reimbursing any costs incurred by the Applicant during the process, regardless of the conduct or outcome of the evaluation and selection process.
- 2.7. CSA shall have the absolute discretion to accept or reject any Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by CSA of any Proposal pursuant to this CFP shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of CSA.
- 2.8. CSA shall have the absolute discretion, at any time, to terminate this CFP or to change the nature, scope, procedures or timelines for the CFP, including the proposal selection process and criteria. Under no circumstance shall CSA incur any liability in respect of such termination or changes.
- 2.9. CSA shall not owe any liability to any party for any loss or damage whatsoever (including loss of profit, savings, business contracts, or revenues, and all other forms of actual, direct, special, incidental, or consequential loss or damage) arising from or related to any response to this CFP, including but not limited to the submission of Proposals.



#### 3. Ownership of Documents and Intellectual Property

- 3.1. All Proposals and other documents or materials submitted to CSA pursuant to this CFP shall become the property of CSA. Notwithstanding the foregoing and without prejudice to any subsequent agreement with CSA to the contrary, any Intellectual Property Rights in any Proposal and/or such other document submitted to CSA shall not be transferred to CSA.
- 3.2. For the avoidance of doubt, all Intellectual Property Rights in any documents issued by CSA pursuant to this CFP shall remain vested in CSA.

#### 4. Confidentiality of Information

- 4.1. CSA may require any party receiving confidential information from CSA in relation to or arising from this CFP to sign a written non-disclosure agreement setting out such party's confidentiality obligations in relation to such confidential information.
- 4.2. CSA accepts no liability or obligation in relation to any confidential information disclosed to CSA by an Applicant pursuant to this CFP unless otherwise agreed by CSA in a written non-disclosure agreement setting out CSA's confidentiality obligations in relation to such confidential information.

#### 5. CSA's Right to Seek Recovery

5.1. Nothing herein shall prejudice or limit CSA's right to seek recovery from the Applicant for any loss, damage, costs, expenses, or liability incurred by CSA and/or its officers, directors and employees, directly or indirectly arising out of or relating to the submission of the Proposal by the Applicant and CSA's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.



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#### PART A. CALL FOR PARTICIPATION FOR PROVIDERS TO PROVIDE CISO AS-A-SERVICE FOR CYBER ESSENTIALS (CISOAAS (CYBER ESSENTIALS))

#### 1. Overview of Cyber Essentials and Cyber Trust

- 1.1 CSA released the Safer Cyberspace Masterplan in Oct 2020, with the objective of raising the general level of cybersecurity for individuals, communities, enterprises, and organisations.
- 1.2 The Cyber Essentials and Cyber Trust mark are one of such initiatives for a safer cyberspace and are intended to be visible indicator of the cybersecurity posture of organisations. The Cyber Essentials mark is a cybersecurity certification for organisations that are embarking on their cybersecurity journey. It is targeted at organisations such as Small and Medium Enterprises (SMEs), and the Cyber Essentials mark aims to enable organisations to prioritise the cybersecurity hygiene needed to safeguard their systems and operations from common cyber-attacks. The Cyber Trust mark goes beyond baseline cyber hygiene and takes on a risk-based approach to cybersecurity. It is intended to serve as a mark of distinction for organisations that are more digitalised to demonstrate that they have put in place good cybersecurity measures that correspond to their risk profiles.
- 1.3 The Cyber Essentials and Cyber Trust certification is published (and updated from time to time) on CSA website, at <u>https://www.csa.gov.sg/cyber-essentials/</u> and <u>https://www.csa.gov.sg/cyber-trust/</u>. Applicants may refer to CSA website for details and updates on Cyber Essentials and Cyber Trust.
- 1.4 Cyber Essentials and Cyber Trust are also published as Technical Reference (TR) 106: "Tiered Cybersecurity Standards for Enterprises" under the Singapore Standardisation Programme that is managed by Enterprise Singapore (ESG). Applicants may refer to <u>ESG website</u> for details of the standards development process.

#### 2. CISO as-a-Service for Cyber Essentials (CISOaaS (Cyber Essentials)) Grant

- 2.1 Given that Cyber Essentials is targeted at smaller or less digitalised organisations, such as SMEs, it is acknowledged that some SMEs may have limited IT and/or cybersecurity expertise and resources and may find implementing baseline cyber hygiene in-house challenging. For this reason, this Call for Participation (CFP) by CSA seeks to identify appropriate technology providers with expertise in cybersecurity to provide consultancy services to such SMEs in putting in place the cyber hygiene measures defined as prevailing requirements and/or recommendations in the Cyber Essentials certification mark, in the form of CISO as-a-Service for Cyber Essentials (CISOaaS (Cyber Essentials)). These providers will be referred to as Providers for CISO as-a-Service for Cyber Essentials, or "Providers for CISOaaS (Cyber Essentials)".
- 2.2 CSA may also offer funding support to successfully appointed Provider for CISOaaS (Cyber Essentials) for these Provider for CISOaaS (Cyber Essentials) to provide



CISOaaS (Cyber Essentials) to eligible SMEs at a lower rate that factors in CSA funding support.

2.3 Figure 1 provides an overview of the process for the CISOaaS (Cyber Essentials) grant.

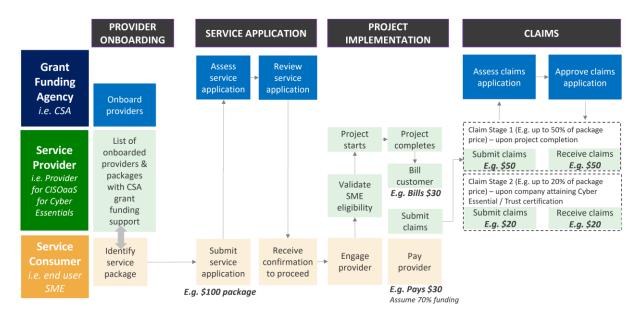


Figure 1 – Process for CISOaaS (Cyber Essentials) Grant

- 2.4 **Provider Onboarding.** This refers to this CFP process for CSA to identify and onboard appropriate technology providers with expertise in cybersecurity consultancy to be Providers for CISOaaS (Cyber Essentials). Successfully appointed Providers for CISOaaS (Cyber Essentials) will be able to list their respective CISOaaS (Cyber Essentials) packages with CSA. Providers that are not successfully appointed will not be able to participate in the project implementation phase of the process.
- 2.5 Service Application. This refers to the process for SMEs to apply for CISOaaS (Cyber Essentials) services/packages that come with funding support. SMEs may refer to the onboarded Providers for CISOaaS (Cyber Essentials) and their respective CISOaaS (Cyber Essentials) packages to select an appropriate provider and package that meets their needs. SMEs that are eligible for funding support may submit an online application, with the relevant information and declarations, to CSA. The SME's submission of an application to CSA does not, of itself, automatically entitle the SME to funding, and all funding to be provided by CSA shall be at CSA's absolute discretion. Any funding shall be subject to further terms and conditions as CSA may determine at its absolute discretion from time to time.
- 2.6 **Project Implementation.** Upon confirmation to proceed by CSA, the SME may approach its selected Provider for CISOaaS (Cyber Essentials) to commence the project. The notification to proceed that is sent to the SME by CSA is premised on the



factual accuracy of the SME's application (and declarations) to CSA<sup>1</sup>. Upon completion of the project, the Provider for CISOaaS (Cyber Essentials) would invoice the SME for the work done, at a rate that reflects the funding support. Depending on how the Provider for CISOaaS (Cyber Essentials) structures its invoice and bill payment process, this process may potentially be completed before the Provider for CISOaaS (Cyber Essentials)'s claim submission to CSA. The Provider for CISOaaS (Cyber Essentials) shall take note that it is expected to take on some responsibility in covalidating the eligibility of its SME customer(s), prior to offering its customer(s) the CISOaaS (Cyber Essentials) package at a lower rate that reflects funding support (see "SME Eligibility for Funding Support" for details).

2.7 **Claims.** On a quarterly<sup>2</sup> basis, the Provider for CISOaaS (Cyber Essentials) submits its claims to CSA, with the relevant supporting documents.

#### 3. Scope of Consultancy Work of Providers for CISOaaS (Cyber Essentials)

- 3.1 CISOaaS (Cyber Essentials) is a form of cybersecurity "as a service" and is intended to mirror what is needed for organisations to be certified for Cyber Essentials. Correspondingly, Providers for CISOaaS (Cyber Essentials) that are successfully appointed by CSA shall perform, minimally, the scope of consultancy work outlined in Schedule A.
- 3.2 "**Main Service**". Providers for CISOaaS (Cyber Essentials) shall note that the scope of consultancy work in "Main service" is intended to address the <u>requirements</u> in Cyber Essentials<sup>3</sup>. (see paragraph 3.8 on "Additional Products/Services").
- 3.3 **Tiered Pricing.** Providers for CISOaaS (Cyber Essentials) shall note that pricing information submitted shall be tiered, based on the following tiers of end-points:
  - 3.3.11 10;3.3.211 20;3.3.321 50;3.3.451 100; and3.3.5101 200.

Depending on its target segment of SMEs, Providers for CISOaaS (Cyber Essentials) may select the relevant and appropriate tiers that best suits its business model, i.e. Providers for CISOaaS (Cyber Essentials) shall offer CISOaaS (Cyber Essentials) for at least one tier, but is it not required to offer CISOaaS (Cyber Essentials) for all tiers. Providers for CISOaaS (Cyber Essentials) targeting smaller SMEs may offer CISOaaS (Cyber Essentials) for cyber Essentials) for tiers with smaller number of end-points. Likewise, Providers for CISOaaS (Cyber Essentials) for tiers for CISOaaS (Cyber Essentials) for tiers with smaller number of end-points. Likewise, Providers for CISOaaS (Cyber Essentials) for tiers for CISOaaS (Cyber Essentials) for tiers for CISOaaS (Cyber Essentials) for tiers with smaller number of end-points. Likewise, Providers for CISOaaS (Cyber Essentials) for tiers for CISOaaS (Cyber Essentials) for end-points. Likewise, Providers for CISOaaS (Cyber Essentials) for tiers with smaller number of end-points. Likewise, Providers for CISOaaS (Cyber Essentials) for tiers for CISOA

<sup>&</sup>lt;sup>1</sup> The SME may face prosecution if it provides false or misleading statements or fail to disclose relevant facts, and CSA may, at its absolute discretion, refuse to make disbursement of any grant to the SME through the Provider for CISOaaS (Cyber Essentials), or recover from the SME through the Provider for CISOaaS (Cyber Essentials) part of or the full amount of any disbursements made to the SME, upon which the SME undertakes to make payment of such amount as required without delay.

<sup>&</sup>lt;sup>2</sup> Or at an alternative frequency mutually agreed between CSA and the Provider for CISOaaS (Cyber Essentials) <sup>3</sup> If approved, CSA will provide funding support for the first year.



CISOaaS (Cyber Essentials) targeting larger SMEs may offer CISOaaS (Cyber Essentials) for tiers with larger number of end-points. Providers for CISOaaS (Cyber Essentials) may only provide services for the tiers that it has applied for and has successfully been approved for.

- 3.4 **"Professional Services" vs "Managed Services".** "Professional services" refer to project-based services offered by Providers for CISOaaS (Cyber Essentials) to help SMEs setup and configure the cybersecurity products/solutions to meet Cyber Essentials needs during implementation and updates. "Managed services" refer to outsourced services offered by Providers for CISOaaS (Cyber Essentials) to help SMEs manage their daily cybersecurity operations and processes described in Cyber Essentials, such as 24/7 cybersecurity support, data backups, firewalls, incident response, and more.
- 3.5 **Cybersecurity health plan.** The cybersecurity health plan is intended to (i) document the completion of the scope of consultancy work by the Provider for CISOaaS (Cyber Essentials) for sign-off by its customer, and (ii) for the Provider for CISOaaS (Cyber Essentials) to work with its customer on a plan to continue to review and manage the cybersecurity posture of its customer. See Schedule B for details.
- 3.6 **Customer feedback.** The Provider for CISOaaS (Cyber Essentials) shall secure customer feedback for the CISOaaS (Cyber Essentials) provided. Such feedback shall be provided by the customers of the Providers for CISOaaS (Cyber Essentials) to CSA directly via an online form.
- 3.7 **Monthly report to CSA.** The Provider for CISOaaS (Cyber Essentials) shall submit a monthly report to CSA to provide updates and/or information including, but not limited to:
  - 3.7.1 Number of customers (for all cybersecurity services, i.e. not limited to the CISOaaS (Cyber Essentials) Packages; and
  - 3.7.2 Customers onboarded for its CISOaaS (Cyber Essentials) Package(s).
- 3.8 Additional Products/Services. Depending on their SME customers' business environment and needs, beyond the scope of consultancy work outlined in Schedule A, Providers for CISOaaS (Cyber Essentials) may have customers that potentially have additional cybersecurity needs, be it in the form of additional products and/or services. Providers for CISOaaS (Cyber Essentials) may provide additional products and/or services to their customers, <u>beyond or outside of CISOaaS (Cyber Essentials</u>). The funding support would not apply to these additional products/services.
- 3.9 **Free Services.** Providers for CISOaaS (Cyber Essentials) may also propose free value-add services to their customers. Examples can include:
  - i. Risk assessment/gap analysis against Cyber Trust after the customer has been successfully certified for Cyber Essentials,
  - ii. One-time review of customer cybersecurity posture a year after the delivery of CISOaaS (Cyber Essentials) service, or
  - iii. One-time incident response support.



#### 4. SME Eligibility for Funding Support

- 4.1 Based on the process outlined in Figure 1, it is envisioned that the Provider for CISOaaS (Cyber Essentials) is expected to take on some responsibility in co-validating the eligibility of its SME customer(s), prior to offering its customer(s) the CISOaaS (Cyber Essentials) at a lower rate which factors in CSA's funding support.
- 4.2 The following outline the minimum areas of validation by Providers for CISOaaS (Cyber Essentials):
  - 4.2.1 The organisation shall be a business entity registered and operating in Singapore with a "live" status in the Accounting and Corporate Regulatory Authority (ACRA) register; and
  - 4.2.2 The organisation shall be an SME, which is defined in Singapore as having group annual sales turnover of not more than S\$100 million or group employment size not exceeding 200 employees.
- 4.3 As part of the service application process, SMEs would have submitted to CSA the relevant information, including its declarations. Prior to the delivery of CISOaaS (Cyber Essentials) to its SME customer, the Provider for CISOaaS (Cyber Essentials) shall co-validate the grant eligibility of its SME customer by conducting a briefing to its customer to ensure awareness that:
  - 4.3.1 Its customer's submission of an application to CSA **does not, of itself, automatically entitle the SME to funding**, and **all funding to be provided by CSA shall be at CSA's absolute discretion**;
  - 4.3.2 Any funding shall be subject to further terms and conditions as CSA may determine at its absolute discretion from time to time; and
  - 4.3.3 The SME may face prosecution if it provides false or misleading statements or fail to disclose relevant facts, and CSA may, at its absolute discretion, refuse to make disbursement of any grant to the SME through the Provider for CISOaaS (Cyber Essentials), or recover from the SME through the Provider for CISOaaS (Cyber Essentials) part of or the full amount of any disbursements made to the SME, upon which the SME undertakes to make payment of such amount as required without delay.
- 4.4 The Provider for CISOaaS (Cyber Essentials) shall also include the following clauses in its user or service agreement with its SME customer:

"As part of *[defined term describing SME customer]*'s participation in the CISOaaS (Cyber Essentials) Grant administered by the Cyber Security Agency of Singapore (CSA), where eligible SMEs are eligible for CISOaaS (Cyber Essentials) from the Provider for CISOaaS (Cyber Essentials) at a lower rate that reflects CSA funding support:



 a) Application to CSA – [Defined term describing SME customer] confirms that all information, including declarations, submitted to CSA during the application process are true, accurate and complete, and that any relevant facts have not been withheld/distorted, and [defined term describing SME customer] has a continuing obligation to promptly notify CSA and [defined terms describing Provider for CISOaaS (Cyber Essentials)] if there is any change affecting the information set out in its application to CSA and/or the Provider for CISOaaS (Cyber Essentials);

#### b) Right to Audit by CSA

- i. CSA is entitled from time to time, by itself or through its Audit Agents<sup>4</sup>, to conduct ad-hoc on-site audits to ensure that the application by *[defined term describing SME customer]* to CSA are being, or were met, and that reports and all information submitted by the *[defined term describing SME customer]* are accurate, correct and not misleading.
- ii. [defined term describing SME customer] shall, upon reasonable notice in writing by CSA, provide unrestricted access to all the accounts, records, documents, assets and premises in connection with the Grant, and such reasonable assistance as may be required by CSA or its Audit Agent, in connection with such audit."
- 4.5 In the event that its SME customer is not eligible for funding support, and the Provider for CISOaaS (Cyber Essentials) has already provided its customer(s) the CISOaaS (Cyber Essentials) at a lower rate which factors in CSA's funding support, the Provider for CISOaaS (Cyber Essentials) shall note that it **potentially bears the risk that its claims to CSA may not be successful**. Correspondingly, it is in the Provider for CISOaaS (Cyber Essentials)'s interest to co-validate the funding eligibility of its SME customer, prior to the delivery of service.

#### 5. Application to be Provider for CISOaaS (Cyber Essentials)

- 5.1 The Applicant shall apply to CSA using the prescribed application form Application for Cyber Security Agency of Singapore (CSA) Provider for CISO as-a-Service for Cyber Essentials ("**Application Form**"), which may be amended by CSA from time to time.
- 5.2 The Applicant shall submit the completed Application Form and supporting documents and materials in softcopy via an online link provided by CSA or via email.
- 5.3 By submitting the application, the Applicant undertakes to comply with this CFP, the General Terms and Conditions (Schedule C) if successfully appointed and represents

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<sup>&</sup>lt;sup>4</sup> An external auditor appointed by CSA in connection with the CISOaaS (Cyber Essentials) Grant



and warrants that all information contained in the Application Form, all supporting documents and materials are true, accurate, up-to-date and complete.

- 5.4 CSA reserves the right to and may at its sole and absolute discretion choose not to process any application if any information provided by the Applicant is deemed by CSA to be misrepresented, false, misleading, inaccurate, incomplete, insufficient or on such other grounds whatsoever as CSA in its sole and absolute discretion deems fit.
- 5.5 CSA reserves the right to and may at its sole and absolute discretion reject any application without providing the Applicant with any reasons whatsoever for the rejection.
- 5.6 The Applicant/Provider for CISOaaS (Cyber Essentials) shall nominate an Appointed Representative ("AR") to liaise with CSA on all matters relating to CISOaaS (Cyber Essentials), and to ensure that all the obligations as set out in the General Terms and Conditions and the project documents are fulfilled. The Applicant/Provider for CISOaaS (Cyber Essentials) shall also keep CSA informed in writing of any changes in relation to the AR.
- 5.7 The application to CSA to be a Provider for CISOaaS (Cyber Essentials) is not chargeable.

#### 6. Considerations for Appointing Providers for CISOaaS (Cyber Essentials)

- 6.1 The following will be taken into consideration in assessing the Applicants' proposals:
  - 6.1.1 When the organisation was established, and financial standing;
  - 6.1.2 Organisation certification in cybersecurity, e.g. Cyber Essentials or Cyber Trust;
  - 6.1.3 Organisation (and project team) track record and experience in cybersecurity;
  - 6.1.4 Feedback from customers; and
  - 6.1.5 Proposed price of its CISOaaS (Cyber Essentials) offering.

Taking into consideration the role played by the Providers, applicants are **expected** to be certified in Cyber Essentials and/or Cyber Trust.

Applicants shall submit all relevant information in the Application Form and relevant annexes and schedules to CSA. CSA reserves the right to take into account other considerations in assessing the Applicants' proposals.

#### 7. Appointment to be Provider for CISOaaS (Cyber Essentials)

- 7.1 CSA will notify successful Applicants of the results of their application through a letter of offer as a Provider for CISOaaS (Cyber Essentials) ("Letter of Offer").
- 7.2 The Provider for CISOaaS (Cyber Essentials)'s services provided in relation to the CISOaaS (Cyber Essentials) shall address the requirements defined in the Cyber Essentials mark certification document, as may be further amended, varied, modified, supplemented and/or replaced by CSA at its sole and absolute discretion from time to



time. Such services shall henceforth be referred to as the "**CISOaaS (Cyber Essentials) Package**".

- 7.3 For the avoidance of doubt, the appointment as a Provider for CISOaaS (Cyber Essentials) by CSA is not a guarantee or endorsement by CSA that the services provided by the Provider for CISOaaS (Cyber Essentials) are fit for any purposes. The Provider for CISOaaS (Cyber Essentials) shall not claim or misrepresent that CSA endorses the Provider for CISOaaS (Cyber Essentials) or its services. CSA is not liable for any loss or damage whatsoever and howsoever incurred by any party arising as a result of the use of, or any representations made in respect of, the CISOaaS (Cyber Essentials) Package provided by the Provider for CISOaaS (Cyber Essentials).
- 7.4 The registration as a Provider for CISOaaS (Cyber Essentials) does not free the Provider for CISOaaS (Cyber Essentials) from its responsibility (if any) in case of any loss or damage incurred by any party arising from the use of the CISOaaS (Cyber Essentials) Package.
- 7.5 Notwithstanding any requests, CSA reserves the right to and may, at its sole and absolute discretion, choose not to disclose the detailed results of any application made through this CFP.
- 7.6 The appointment as a Provider for CISOaaS (Cyber Essentials) and the Letter of Offer are not transferable under any circumstances.
- 7.7 The Provider for CISOaaS (Cyber Essentials) agrees not to assign, charge, licence, transfer or otherwise deal with the Letter of Offer in any way.
- 7.8 The appointment as a Provider for CISOaaS (Cyber Essentials) is valid for such periods as may be stated in the Letter of Offer ("Qualifying Period"). CSA may at any time, by written notice to the Provider for CISOaaS (Cyber Essentials), amend the Qualifying Period.
- 7.9 Appointment and continued appointment as a Provider for CISOaaS (Cyber Essentials) is conditional upon the Provider for CISOaaS (Cyber Essentials)'s continued compliance with these CFP and the General Terms and Conditions.
- 7.10 The Applicant and Provider for CISOaaS (Cyber Essentials) shall inform CSA as soon as reasonably practicable if, at any time, it becomes unable to perform its obligations as set out in this CFP and the General Terms and Conditions.
- 7.11 CSA reserves the right to and may, in its sole and absolute discretion, and by written notice to the Provider for CISOaaS (Cyber Essentials), terminate the Provider for CISOaaS (Cyber Essentials)'s registration without the need to give any reasons for such termination or refusal. Clause 9 on "Term and Termination" in the General Terms and Conditions shall apply upon termination of registration.
- 7.12 CSA at its sole and absolute discretion reserves the right to publish the Provider for CISOaaS (Cyber Essentials)'s name, contact person, and information on its respective CISOaaS (Cyber Essentials) Package including pricing, on CSA's website, other government websites, and/or any other relevant publications to communicate the



Provider for CISOaaS (Cyber Essentials)'s participation in CSA's CISOaaS (Cyber Essentials) initiative.

- 7.13 The Provider for CISOaaS (Cyber Essentials) will, when required by CSA, work with CSA to showcase its CISOaaS (Cyber Essentials) Package.
- 7.14 The Provider for CISOaaS (Cyber Essentials) will furnish such information as may be requested by CSA, whether through survey or otherwise, at any time until one (1) year after the expiry of the Provider for CISOaaS (Cyber Essentials)'s Qualifying Period. This is for the purpose of enabling CSA to monitor and assess the benefits of the CISOaaS (Cyber Essentials) Package.

#### 8. **Project Deliverables**

8.1 Upon successful appointment by CSA, the Provider for CISOaaS (Cyber Essentials) shall meet the following project deliverables:

T: Date of appointment as Provider for CISOaaS (Cyber Essentials)

	Deliverables	Due Date
1	<ul> <li>Pre-Launch – Development of Processes</li> <li>Completion of development of the processes and associated process documentation or templates needed for the delivery of CISO as-a-Service for Cyber Essentials, including</li> <li>Process to brief and co-validate the eligibility of its SME customer(s) prior to offering its customer(s) the CISOaaS (Cyber Essentials) at a lower rate which factors in CSA's funding support as outlined in paragraph 4 of this document</li> </ul>	T+ months
2	<ul> <li>Post-Launch – Provision of Service to Customer</li> <li>For each CISOaaS (Cyber Essentials) offered to its SME customer at a lower rate which factors in CSA's funding support:</li> <li>Co-validate customer eligibility for funding support as outlined in paragraph 4 of this document</li> <li>Provide the scope of consultancy work to customer as outlined in Schedule A</li> <li>Develop and complete cybersecurity health plan for customer as outlined in Schedule B</li> <li>Secure customer feedback to CSA</li> <li>Support customer to achieve Cyber Essentials and/or Cyber Trust certifications</li> </ul>	Ongoing
3	<ul> <li>Post-Launch – Reporting to CSA</li> <li>Submission of monthly reports to CSA – See paragraph 3.7 of this document</li> </ul>	Ongoing



Table 1 – Project Deliverables

For the avoidance of doubt, for the purposes of the Agreement, CSA shall be entitled to modify, vary and/or supplement any of the project deliverables and timelines.

#### 9. **Provision of Funding Support/Grant**

- 9.1 Funding may be provided by CSA to support the provision of CISOaaS (Cyber Essentials) by the Provider for CISOaaS (Cyber Essentials) to SMEs at a lower rate which factors in CSA's funding support. For avoidance of doubt, funding will only be released to the Provider for CISOaaS (Cyber Essentials) upon successful completion of the scope of consultancy work to its customer, provided all eligibility criteria are met and all supporting documents submitted to CSA are in order.
- 9.2 For clarity, the quantum of funding support is illustrated below, where the maximum amount claimable from CSA is the lower of what is indicated in columns (d) and (e):

				CSA Funding Support			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
S/N	Service Item	Quantity of endpoints	Main Services (to support Cyber Essentials mandatory requirements)	CISOaaS (Cyber Essentials) Package Funding Support To be determined by CSA	Per- Enterprise Cap on CISOaaS (Cyber Essentials) Funding Support	Maximum Amount Claimable from CSA by Provider for CISOaaS (Cyber Essentials) (f) = Lower of (d) and (e)	Fees Charged to SME Customer (Factoring in CSA support) (g) = (c) - (f)
1	Professional Services	1 – 10	Proposed by applicant, <i>E.g. <b>\$1,000</b></i>	E.g. 70% 0.70 * \$1,000 = <b>\$700</b>	\$3,360	\$700	E.g. \$1,000 – (0.70 * \$1,000) = <b>\$300</b>
2	Professional Services	11 – 20	See example	See example	\$4,900	See example	See example
3	Professional Services	21 – 50	above or below	above or below	\$8,400	above or below	above or below
4	Professional Services	51 – 100			\$14,000		
5	Professional Services	101 – 200 Tablo 2	Proposed by applicant, <i>E.g.</i> <b>\$50,000</b>	E.g. 70% 0.70 * \$50,000 = <b>\$35,000</b>	\$21,000	\$21,000	E.g. \$50,000 – \$21,000 = <b>\$29,000</b>

Table 2 – Illustrative Example of Funding Support

9.3 Using the example in row 1 of Table 2 as illustration, based on the level of co-funding support provided as an example, the eligible SME customer is charged \$300 by the Provider for CISOaaS (Cyber Essentials), and the Provider for CISOaaS (Cyber



Essentials) subsequently claims up to \$700 from CSA. Using the example in row 5 of Table 2 as illustration, in this scenario, the per-enterprise cap in column (e) kicks in, and the Provider for CISOaaS (Cyber Essentials) subsequently claims up to \$21,000 from CSA.

9.4 Funding support will be released to the Provider for CISOaaS (Cyber Essentials) based on two (2) stages:

Claims Stage – Release of Funding Support	Key Relevant Supporting Document(s) <sup>5</sup>	Amount of Co-Funding Support
		To be determined by CSA
Stage 1		Up to 50% of proposed
Upon completion of delivery of	Cybersecurity health plan for	fee for CISOaaS
CISO as-a-Service for Cyber	customer, with relevant sign-	(Cyber Essentials)
Essentials to customer	offs	
Stage 2		Up to 20% of proposed
Upon customer certification with	Cyber Essentials certification	fee for CISOaaS
Cyber Essentials mark	issued to customer	(Cyber Essentials)

Table 3 – Two-Stage Disbursement of Funding Support

In each stage, funding support is released only after CSA has validated the relevant completion of the scope of consultancy work and the supporting documents for each SME customer served by the Provider for CISOaaS (Cyber Essentials).

The Provider for CISOaaS (Cyber Essentials) shall submit the claims in batch, on a quarterly basis. If the Provider for CISOaaS (Cyber Essentials) has the preference to submit its claims more frequently, the frequency may be mutually agreed between CSA and the Provider for CISOaaS (Cyber Essentials).

#### 10. Maintaining Appointment as Provider for CISOaaS (Cyber Essentials)

- 10.1 The Provider for CISOaaS (Cyber Essentials) shall offer the CISOaaS (Cyber Essentials) Package(s) at the pricing submitted to CSA in its application throughout the Qualifying Period. Upon confirmation by CSA in writing, e.g. via email or equivalent, CSA has the option to extend the arrangement by at least one more year.
- 10.2 The Provider for CISOaaS (Cyber Essentials) shall issue quotations and invoices to its SME customers that have applied for CISOaaS (Cyber Essentials) (with funding support) and reflect any discount/rebate corresponding to the items in the quotations and invoices, including the subsidy arising from CSA funding support.
- 10.3 At any time during the Qualifying Period, CSA has the right to conduct interim evaluations and/or seek additional clarifications to ensure that the Provider for CISOaaS (Cyber Essentials) meets the requirements and obligations for providing CISOaaS (Cyber Essentials) as set out in <u>link</u>.

<sup>&</sup>lt;sup>5</sup> Please refer to the claims form for the details



10.4 The Provider for CISOaaS (Cyber Essentials) must, on CSA's request, provide to CSA the contact information of its customers, for the purpose of CSA seeking clarifications under the CFP or General Terms and Conditions. Prior to doing so, the Provider for CISOaaS (Cyber Essentials) must and hereby warrants that it shall obtain its customers' consent to the provision of such contact information to CSA, on the basis that CSA may contact them for clarification purposes.

#### **11.** Suspension and Termination of Appointment

11.1 Please refer to General Terms and Conditions.

#### 12. Use of the Term "CISO as-a-Service for Cyber Essentials"

- 12.1 Only registered Providers for CISOaaS (Cyber Essentials) are entitled to use the term "CISO as-a-Service for Cyber Essentials", provided always that such use is:
  - 12.1.1 Solely in connection with the promotion and conduct of the offering of the CISOaaS (Cyber Essentials) package(s) that the Provider for CISOaaS (Cyber Essentials) provides; and
  - 12.1.2 In accordance with this CFP and the General Terms and Conditions.
- 12.2 The Provider for CISOaaS (Cyber Essentials) may use the term "CISO as-a-Service for Cyber Essentials" on a variety of communication materials such as brochures, advertisements and website in accordance with the CFP and the General Terms and Conditions. Save as expressly permitted in the CFP and the General Terms and Conditions, the Provider for CISOaaS (Cyber Essentials) shall not state or imply, in any form, in its marketing publications that the Provider for CISOaaS (Cyber Essentials) or its CISOaaS (Cyber Essentials) Package is approved or endorsed by CSA.
- 12.3 The registration as a Provider for CISOaaS (Cyber Essentials) is not tantamount to endorsement or recognition by CSA of the fitness for purpose or satisfactory quality of CISOaaS (Cyber Essentials) Package provided by the Provider for CISOaaS (Cyber Essentials) and/or Provider for CISOaaS (Cyber Essentials) as a Provider for CISOaaS (Cyber Essentials). Nothing in this section affects the scope of the Provider for CISOaaS (Cyber Essentials)'s statutory duties, including but not limited to the statutory duties as defined in the Sale of Goods Act 1999 (Cap. 393) and Supply of Goods Act 1999 (Cap. 394).
- 12.4 The Provider for CISOaaS (Cyber Essentials) shall immediately discontinue the use of the term "CISO as-a-Service for Cyber Essentials" upon the expiry, suspension, termination or withdrawal of its registration.
- 12.5 The right to use the term "CISO as-a-Service for Cyber Essentials" does not extend to any other marks of CSA. Any goodwill attaching to the term "CISO as-a-Service for



Cyber Essentials" from the Provider for CISOaaS (Cyber Essentials)'s use shall inure to the benefit of CSA.

#### 13. Undertakings of the Applicant/Provider for CISOaaS (Cyber Essentials)

- 13.1 The Applicant/Provider for CISOaaS (Cyber Essentials) shall furnish to CSA in a timely manner all relevant information and documentation relating to the Applicant's/Provider for CISOaaS (Cyber Essentials)'s services for the purpose of CSA's evaluation of the Applicant's/Provider for CISOaaS (Cyber Essentials)'s application and/or registration.
- 13.2 If the Cyber Essentials mark certification document and related documents are amended, varied, modified, supplemented and/or replaced by CSA, the Applicant/Provider for CISOaaS (Cyber Essentials) shall, within five (5) business days, notify CSA of any changes to its CISOaaS (Cyber Essentials) Package or its pricing which have resulted therefrom ("Consequential Material Changes") upon which CSA reserves the right to discontinue the funding support and terminate the Agreement; and
- 13.3 Comply with such other requirement or conditions as may be stipulated by CSA and/or the relevant authorities from time to time.

#### 14. Audit

14.1 During claims submission, upon notification by CSA (envisioned to be on a sampling basis), the Provider for CISOaaS (Cyber Essentials)'s claims must be accompanied by an external audit report. The audit report should focus on compliance, i.e. confirm and state that the successful Applicant's arrangements for funding were made according to the terms in the Letter of Offer (LOO) signed between CSA and the successful Applicant.



# PART B. ADMINISTRATIVE INFORMATION

#### 1. Call for Participation (CFP) Process

1.1. The CFP process commences with the publication of this CFP. Prospective Applicants who wish to participate shall submit Proposals to CSA via an online link provided by CSA.

#### 2. Submission of Proposals and Schedules to CFP Document

2.1. Applicants shall ensure complete and accurate Proposals are submitted.

#### 3. Language

3.1. The Proposals and all supporting data and documentation to be supplied by the Applicants shall be written in the English language.

#### 4. Clarification Sought by CSA

4.1. In the event that CSA seeks clarification on any aspect of the prospective Applicants' and/or Applicants' submission, the prospective Applicant and/or Applicant shall provide full and comprehensive responses within seven (7) days of CSA's request.



# Schedule A – Scope of Consultancy Work

Providers for CISOaaS (Cyber Essentials) shall perform, minimally, the following scope of consultancy work for CISOaaS (Cyber Essentials):

Refer to separate attachment.



## Schedule B – Cybersecurity Health Plan

The Cybersecurity Health Plan is intended:

- (i) To document the completion of the scope of consultancy work by the Provider for CISOaaS (Cyber Essentials) for sign-off by its customer; and
- (ii) For the Provider for CISOaaS (Cyber Essentials) to work with its customer on a plan to continue to review and manage the cybersecurity posture for its customer.

Refer to separate attachment.



# Schedule C – General Terms and Conditions

Refer to separate attachment.