

Templar Executives Ltd and NHS Business Services Authority – Contract for Crisis Management & Business Continuity Exercise

Prepared for: Redacted

Redacted

NHS Business Services Authority

6th February 2024



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Introduction

Templar Executives (Templar) is pleased to have the opportunity to provide NHS Business Services Authority (NHSBSA) with this engagement for a bespoke Cyber Crisis Management and Business Continuity Exercise for the organisation.

As an Arm's Length Body (ALB) of the Department of Health and Social Care, the NHSBSA delivers a range of national services to NHS organisations, NHS contractors, patients and to the public. The organisation has responsibility for £35 billion of NHS spend annually - to deliver better health as the delivery partner of choice for the NHS.

In a dynamic Cyber and NHS landscape, where healthcare organisations are increasingly a key target, it is essential NHSBSA follow Cyber Security best practice and mitigate and manage risks both internally and across supply chain. A potential breach of the organisation's highly sensitive data could not only affect patients but also its reputation, public trust and operation.

The NHSBSA recognises it needs to continue to ensure compliance with key regulation, legislation and standards; and safeguard data by managing the risk to confidentiality, integrity and security of its information assets, as well as ensuring appropriate availability.

To support this objective and build Cyber resilience and maturity, the NHSBSA is cognisant that it needs to have robust Crisis Management and Business Continuity plans. In order for these to be effective in real life, it is critical that these are tested and any lessons learnt adopted to both mitigate risks, for recovery and continuous improvement in a dynamic landscape.

Why Templar Executives?

Templar Executives operates at the highest levels across the public and private sector, supporting organisations to develop and enhance all aspects of Cyber Security and Information Assurance. Our offerings include shaping government and corporate policy, creating national and commercial strategies, delivering audits and health checks, and world-class training and development assured by NCSC. This includes Cyber Security Board Briefings and Cyber role specific training and mentoring and interventions across Health and Social Care, including the Department of Health and Social Care, NHS England, NHS Trusts, ICBs and ALBs.

Templar Executives have successfully delivered Business Continuity and Crisis Management tabletop exercises across Critical National Infrastructure (CNI) organisation, including the NHS. This included a post Wanna Cry exercise to support learning and lessons learned for NHS Digital. More recently Templar delivered a national exercise for Adult and Social Care, involving also NHS England, NCSC, NCA and the Cabinet Office. The exercise involved members of the Gold, Silver and Bronze national teams and received excellent feedback from all stakeholders for this impactful learning with real tangible recommendations, as well as confidence to support areas of assurance.

Deliverables

Crisis Management and Business Continuity Training Exercise

Templar Executives will deliver a half day Crisis Management and Business Continuity Exercise for NHSBSA in its offices on 22nd March 2024. This engagement will be led by senior Cyber training professionals, who collectively have extensive experience of working with Boards and senior and technical personnel. The delivery team will be a combination of in-person delivery and virtual resources.

The Cyber Crisis Management and Business Continuity Exercise will provide a safe and trusted forum to ask questions, understand and put into practice key roles and responsibilities, and discuss priorities to build Cyber Security maturity and resilience.

There are several interventions pre, during and post the exercise which will require Templar Executives' further engagement and supporting action from the NHSBSA. The exercise will be followed by brief feedback wash-up on the day, with a summary report and recommendations post-exercise to support lessons learnt and continuous improvement. We would recommend the following process and this can be refined further following confirmation of scope, encompassing nominated Board members, Gold, Silver and Bronze teams and Exercise kick off:

- [illegible]

Costs

Templar Executives is pleased to confirm the Cyber Crisis Management and Business Continuity Exercise, as reflected in scope agreed, for a cost of fixed cost of **Redacted** (including expenses and excluding VAT).

Yours sincerely,

edacted

Redacted

Managing Director, Templar Cyber Academy

Tel: +Redacted

E-mail: Redacted

Templar Executives Ltd., 83, Victoria Street, London, SW1H 0HW.

APPENDIX A: TERMS OF ENGAGEMENT

Letter of Engagement

Redacted

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NHS Business Services Authority
Stella House, Goldcrest Way
Newburn Riverside, Newcastle upon Tyne
NE15 8NY

6th February 2024

Dear Redacted

Further to our recent conversation, I am writing to you in order to set out the terms of engagement between the NHS Business Services Authority (NHSBSA) and Templar Executives (Templar). I have attached general terms at the end of this letter and specific terms are set out below. If there is any inconsistency, the specific terms will prevail.

Scope of Work: you have agreed to engage Templar to deliver bespoke Cyber Crisis Management and Business Continuity Exercise; the scope and details of which are set out in the attached proposal.

Fees: our fees are agreed as set out in the proposal dated 6th February 2024 excluding VAT and including expenses; should you require additional work we are happy to commit to this on a time and material basis. Provided that our engagement with you is within the reasonable boundaries one may expect, and it does not require us to undertake significantly more work than we would normally expect in a matter of this nature, our fees are fixed at the amount above. Should, in the unlikely event that further work is required by us, we believe that additional fees are necessary, then we shall discuss this with you at that time.

Responsibility: Templar will provide the services described in this Engagement Letter. We shall use all reasonable skill, care and diligence in the provision of the services as may be expected of a qualified and experienced consultant undertaking any services or works similar in scope and character to the service we have contracted to provide to you. Templar will be available to speak to you on the telephone should you ring during office hours; I will endeavour to keep in touch out of normal office hours and am able to pick up emails and messages as required.

Once again, thank you for choosing to engage Templar. We look forward to working with you and if you have any questions please do not hesitate to let me know. Please take a copy of the Confirmation of Engagement letter below, sign it where indicated and return it by post or save to PDF and scan to us by email.

Yours sincerely,

Redacted

Redacted

Managing Director, Templar Cyber Academy

Tel: Redacted E-mail: Redacted Templar Executives Ltd., 83, Victoria Street, London, SW1H 0HW.

Engagement Terms

- 1. Engagement**
Our relationship with You will be set out in an engagement letter sent by us to You (the Engagement Letter or Engagement) which is to be construed with the Engagement terms set out below.
- 2. Fees; Charges**
 - 2.1 Our time will be charged by reference to the agreed rate or fee set out in the Engagement Letter.
 - 2.2 Where we agree a fixed fee or a fee which relates to the value or outcome of an Engagement, the agreed fee will be recorded in our Engagement Letter to You. We will identify any conditions and assumptions attached to any such fee. Where they prove to be incorrect, we reserve the right to revert to hourly charge rates.
- 3. Invoices**
 - 3.1 We will invoice You for the agreed services as specified in our proposal. The invoice will set out a description of the work undertaken, disbursements and the amount of fees due.
 - 3.2 Invoices are due and payable immediately from the date of issue. Interest of 5% above the base rate of Lloyds Bank plc. will become payable on all overdue amounts beyond 30 calendar days.
 - 3.3 We reserve the right to set off any amounts that we hold on your behalf to facilitate payment of your outstanding invoices where we deem it appropriate, notwithstanding instructions issued by You to the contrary.
 - 3.4 We are entitled to retain all of your papers and documents until all payments due to us have been made.
 - 3.5 When we are instructed by or on behalf of more than one person or company to deal with any particular matter, each person or company for whom we act will be jointly and severally liable for payment of the full amount of our fees, disbursements and VAT.
 - 3.6 Monetary values referred to in the Engagement Letter and these Engagement Terms are exclusive of VAT.
- 4. Representations and Warranties**
Templar represents and undertakes as follows:
 - 4.1 to perform the services with the highest level of care, skill and diligence in accordance with best practice in Templar's industry, profession or trade;
 - 4.2 to co-operate with You in all matters relating to the services and comply with all instructions of the Client;
 - 4.3 To only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - 4.4 to ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in this Engagement;
 - 4.5 to ensure that the services conform in all respects with the agreed requirements;
 - 4.6 to comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - 4.7 observe all health and safety rules and regulations and any other reasonable security requirements that apply from time to time.
 - 4.8 You represent and warrant the following:
 - 4.9 where appropriate, given the nature of the services under the Engagement, that any senior executives (the Subjects) who have agreed to be the (putative) 'targets' of the services have given their written agreement having been fully appraised of the scope of the services;
 - 4.10 You have received a written disclaimer from the Subjects which, to the fullest extent possible under the law contains the Subjects' agreement that they shall hold You and us harmless;
 - 4.11 You agree, in your capacity as Templar's counterparty under the Engagement Letter, that You will hold us harmless with respect to the output of the services, and any consequences thereof, which shall include your agreement (as the case may be) to undertake any required defence of Templar upon request, where any party seeks to pursue us for damages or otherwise; which agreement shall include reimbursement of our reasonable legal and professional costs;
 - 4.12 You will co-operate with Templar in all matters relating to the services;
 - 4.13 You will provide such access to your premises and data, and other facilities as may reasonably be requested by Templar and agreed with You in advance, for the purposes of the provision of the services; and
 - 4.14 provide such information as Templar may reasonably request and the You consider necessary in order to carry out the services in a timely manner.
 - 4.15 Where Templar considers that You are not, or may not, be complying with any of your obligations, Templar shall be entitled to rely on this as relieving Templar of its performance under this Engagement if Templar, promptly after the actual or potential non-compliance has come to its attention, has notified details of non-compliance to You in writing.
- 5. Costs; Disbursements**
 - 5.1 Disbursements are costs charged on your behalf by us and may include but are not limited to charges in respect of international telephone calls, couriers, photocopying, scanning, secretarial services, accommodation, travel and other third-party charges.
 - 5.2 We are entitled to invoice You for the cost of disbursements incurred by us on your behalf. We may ask You to provide us in advance with sufficient funds

to cover such disbursements or arrange for the person providing the services to invoice You direct.

6. Confidentiality

We will keep your affairs confidential at all times. If, as a result of any legal or regulatory requirement, we are required to make a disclosure in relation to your matter, we may need to cease work and may not be able to tell You that a disclosure has been made. In all other such circumstances, we shall use all possible endeavours to inform You in advance of such disclosure being made.

7. Data Protection

- 7.1 Both You and Templar will comply with the Data Protection Legislation and agree that You are the Controller and Templar is the Processor. The only Processing Templar is authorised to do is set out in our Engagement unless the Law requires otherwise, in which case Templar will promptly notify You of any additional Processing if permitted by Law.
- 7.2 Templar must have in place Protective Measures, details of which shall be provided to You on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 7.3 Templar will ensure that Templar personnel only process Personal Data in accordance with our Engagement and shall take all reasonable steps to ensure the reliability and integrity of Templar personnel with access to Personal Data, including by ensuring they:
 - 7.3.1 are aware of and comply with the supplier's obligations under this clause;
 - 7.3.2 are subject to appropriate confidentiality undertakings with the supplier; and
 - 7.3.3 are informed of the confidential nature of the personal data and don't publish, disclose or divulge it to any third party unless directed by the client or in accordance with this Engagement.
- 7.4 Templar will not knowingly transfer Personal Data outside of the European Union unless Your prior written consent has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 7.5 Templar will delete or return Personal Data (including copies) if requested in writing by You at the end of our Engagement, unless required to retain the Personal Data by law.
- 7.6 Templar will notify You without undue delay if it receives any communication from a third party relating to the any obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide You with full and ongoing assistance in relation to its obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by You.
- 7.7 Templar will maintain complete and accurate records and information to demonstrate its compliance with this clause.

- 7.8 Before allowing any Sub-processor to Process any Personal Data related to this Engagement, Templar will:

- 7.8.1 notify You in writing of the proposed Sub-processor(s) and obtain Your written consent;
- 7.8.2 ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this clause such that they apply to the Sub-processor(s); and
- 7.8.3 inform You of any additions to, or replacements of the notified Sub-processors and You shall either provide written consent or object.

8. Liability and Insurance

- 8.1 The services that we provide are solely for You and (except with our express written agreement) no other person shall be entitled to rely on our advice or services for any purpose. It is your responsibility to identify to us any limits on the authority of those who are authorised to give instructions to us.
- 8.2 You agree that any claim arising out of or connected to your instructions will be brought only against us. The fact that an individual person signs in his or her own name any document in the course of carrying out work for You does not mean that he is assuming any personal legal liability for that document.
- 8.3 Each of our shareholders, members, partners, directors, employees, consultants, solicitors or agents (as the case may be) is entitled to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.4 Templar's total liability whether in contract, tort or otherwise, for all loss or damage arising from or in connection with your instructions, is limited to the total amount of fees paid to and owed to us under our Engagement with You.
- 8.5 This limit applies to all causes of action against us in respect of, or arising from, or in any way connected with, the work we undertake for You and includes consequential loss.
- 8.6 Where we act for more than one client in a matter, this limitation applies to our aggregate liability to all of them.
- 8.7 The limitation provisions of this paragraph shall have no application to any liability for death or personal injury or any other liability which cannot lawfully be excluded or limited or to liability arising as a result of negligence or fraud on our part.
- 8.8 Where penetration testing or deep analytical mining (using Templar BLADE for example) is part of our Engagement, You give your authority for us to provide the relevant services ordered by You to all systems, applications and networks and You warrant and represent that the providers of any system accessed by us, has provided you with their consent to Templar carrying out the services in relation to each accessed system; and You acknowledge that it is possible that the provision of the services could cause disruption to such systems.

9. Third Parties

Templar shall not be responsible for the actions, omissions, errors or deficiencies of any third party where (a) You have asked Templar's opinion with respect to the work or reputation of such third party; or (b) where You have (whether Templar has been asked to provide You with an opinion or not) requested that Templar instruct any third party with whom Templar has had no previous relationship, to undertake work for You, at any time. For the avoidance of doubt, a third party does not include any third party that undertakes work on behalf of and is instructed by Templar or is recommended by Templar without your previous request for approval.

10. Miscellaneous

- 10.1 If You employ any Templar employee or associate on a full or part-time basis or otherwise retain his services outside of your relationship with Templar, You agree to pay to us 25% of this individual's first gross annual salary by way of an Introduction Fee.
- 10.2 This paragraph is intended to survive termination of this Engagement for a period of 12 months. It shall not apply in cases where the Templar associate or employee in question introduced You to Templar first nor in the case of You hiring any Templar employee responding to an unsolicited recruitment advertisement.

11. Termination

- 11.1 You may terminate the Engagement between us by giving us reasonable notice in writing. If You terminate this Engagement, You will still remain liable to pay for any work carried out up to the date of termination.
- 11.2 We may terminate the agreement where You have not performed your obligations under the Engagement. We shall notify You in writing of any such termination.

12. Governing Law

- 12.1 This Engagement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 12.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Engagement or its subject matter or formation.

13. Defined Terms

- 13.1 Data Loss Event: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 13.2 Data Protection Legislation: means the General Data Protection Regulation and any applicable national implementing Laws as amended from time to time; the UK Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy all applicable Law about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
- 13.3 Data Subject: has the meaning set out in the Data Protection Legislation.

- 13.4 Personal Data: has the meaning set out in the Data Protection Legislation.
- 13.5 Personal Data Breach: has the meaning set out in the Data Protection Legislation.
- 13.6 Process and Processing: has the meaning set out in the Data Protection Legislation.
- 13.7 Processor: has the meaning set out in the Data Protection Legislation.
- 13.8 Protective Measures: means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
- 13.9 Subprocessor: means any third party appointed to Process Personal Data on behalf of the Supplier under this Agreement.
- 13.9.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 13.9.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 13.9.3 A reference to writing or written includes email.

Confirmation of Engagement

To be returned to: Templar Executives Limited,
83, Victoria Street,
London,
SW1H 0HW,
UK.

And/or by email to: Redacted

TEMPLAR EXECUTIVES LIMITED – LETTER OF ENGAGEMENT

We refer to an Engagement Letter dated 6th February 2024 from Templar Executives Limited in respect of delivery of a bespoke Cyber Crisis Management and Business Continuity Exercise.

We hereby accept the terms of engagement as set out in the Letter of Engagement.

Yours sincerely,

Signed by an appropriately authorised representative of: The NHS Business Services Authority and Templar Executives Ltd

Redacted

