



**NATIONAL ELECTRONIC LICENSING SYSTEM
INFORMATION SECURITY MANAGEMENT
SYSTEM (ISMS)**

Supplier Relationships Policy

Document Control

Document Distribution and Accessibility

The document shall be made available to all concerned members of NELS team. An electronic copy of the document shall be posted on Jira Confluence.

Revision History

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List of Abbreviations

Abbreviation	Definition
EDB	Economic Development Board
KPI	Key Performance Indicator
IT	Information Technology
NELS	National E-Licensing System
SLA	Service Level Agreement
HOD	Head of Department
GDPR	General Data Protection Regulation
NDA	Non-Disclosure Agreement
Jira Confluence	Jira Confluence is a collaboration tool for shared knowledge documentation and editing
Jira	A project management and issue tracking tool

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1. Objective

To ensure protection of the NELS’ assets that are accessible by suppliers and that all agreements between NELS team and its suppliers have acceptable levels of information security in place to protect confidential information.

2. Scope

This policy covers third party contracts, service agreements and partnership arrangements that involve IT outsourced solutions or provision of services which require suppliers to have access to NELS team’ information assets for the delivery and/or support of the services.

This policy applies to all NELS’ service providers, third party agents, contractors, subcontractors (collectively referred to as “suppliers”) who have access to NELS’ information assets.

3. Policy Statements

3.1. Supplier Relationships Management

- (a) NELS Team in consultation with relevant person in charge is responsible to identify and document all types of suppliers to whom the organisation will provide access to its information assets.
- (b) Contractual agreements between suppliers and NELS for the provision of services should clearly define each party’s information security responsibilities.
- (c) During the period of the contract or relationship term, the NELS Department and the relevant person in charge will manage the arrangement with suppliers to ensure that information security responsibilities are maintained.
- (d) The organisation shall ensure that agreements with suppliers include adequate right to audit clause with respect to information security. Such clauses should cover the suppliers and, where appropriate, sub-contractors as they relate to the services being provided.
- (e) The organisation shall ensure that agreements with suppliers include minimum level of security required and relevant KPIs to ease monitoring of suppliers/third party management on a regular basis.

3.2. Supplier’s Access to NELS team’s Information Assets

- (a) Suppliers having access to NELS team’s information assets during their intervention must always maintain confidentiality. Non-Disclosure Agreements (Refer to [Appendix 1](#)) should be established with suppliers having access to the organisation’s information assets.
- (b) Suppliers who intervene for regular support and maintenance should be monitored/escorted by the designated EDB’s staff.
- (c) Accesses provided to suppliers should be on a “need-to-know” basis. Once the required work is completed, all accesses should be immediately revoked.
- (d) Information security requirements for mitigating the risks associated with suppliers’ access to the organisation’s information assets shall be formally agreed with the supplier

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(can be included in contracts/SLAs) prior to giving them access to NELS team’s information. (Refer to [Appendix 2](#))

- (e) The organisation shall inform suppliers/third party that they are expected to exercise adequate control over sub-contractors who play part in the supply chain of delivery of goods or services to the organisation to ensure compliance to NELS team’s information security policies and procedures.

3.3. Supplier Service Delivery Management

The System Engineer should regularly monitor and review supplier services to ensure that information security conditions are being adhered to. This can be done through annual audits of suppliers by NELS team. Otherwise, audit reports can be requested from suppliers and reviewed annually.

3.4. Supplier Assessment Approach

Listed below are examples of Supplier assessment and possible Security controls to be agreed with the Supplier.


SN	Supplier Assessment	Possible Security Controls to be agreed with the Supplier
1	Supplier has no physical or logical access.	No security agreement required
2	Supplier provides services which requires physical access to the premise.	(1) SLA (2) Non-disclosure agreement with Supplier (3) Accompany / supervise supplier in areas where there is confidential information
3	Supplier provides services which requires logical/network access to NELS’ network.	(1) SLA (2) Non-disclosure agreement with Supplier (3) Right to audit (where applicable) (4) Supplier Monitoring
4	Supplier provides outsourcing services.	(1) SLA (2) Non-disclosure agreement with Supplier (3) Right to audit (where applicable) (4) Supplier Monitoring (5) ISO 27001 certified (where applicable) (6) GDPR compliant (where applicable) (7) Signed Data processing agreement (where applicable) (8) PCI DSS certified (where applicable)
5	Supplier providing cloud services.	<u>SAAS (Software as a service):</u> (1) Verify business requirements with cloud services provided on the following: <ul style="list-style-type: none"> • Performance • Redundancy plan • Availability of service (2) ISO 27001 certified (optional) (3) SLA where applicable (4) NDA where applicable (5) GDPR compliant (optional) (6) PCI DSS certified (optional)

SN	Supplier Assessment	Possible Security Controls to be agreed with the Supplier
		<p>(7) Compliance to SOC2 Type 2 standard (optional)</p> <p><u>PAAS (Platform as a service)</u> (1) Verify business requirements with cloud services provided on the following: <ul style="list-style-type: none"> • Performance • Redundancy plan • Availability of service • Cloud Model (Public, Private, hybrid, Community) (2) SLA where applicable (3) NDA where applicable (4) ISO 27001 certified (optional) (5) GDPR compliant (optional) (6) PCI DSS certified (optional) (7) Compliance to SOC2 Type 2 standard (optional)</p> <p><u>IAAS (Infrastructure as a service)</u> (1) Verify business requirements with cloud services provided on the following: <ul style="list-style-type: none"> • Performance • Redundancy plan • Availability of service • Scalability • Resource pulling (2) SLA where applicable (3) NDA where applicable (4) ISO 27001 certified (optional) (5) GDPR compliant (optional) (6) PCI DSS certified (optional) (5) Compliance to SOC2 Type 2 standard (optional) (6) Penetration testing report</p>

4. References

The following documents relate to this policy:

- Sensitive Area Visitors Logbook (Refer to Appendix 2 in Physical and Environmental Policy)
- Non-Disclosure Agreement (Refer to Appendix 1)
- Information Transfer Agreement (Refer to Appendix 2)

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Appendices

Appendix 1 - Non-Disclosure Agreement

Confidentiality and Non-Disclosure Agreement

THIS AGREEMENT is made and entered into on the *date* (“the Effective Date”), by and between

Economic Development Board, a statutory body set up under the Economic Development Board Act 2017, located at 7 Exchange Square, Wall Street, 72201, Ebene, Republic of Mauritius, duly represented for the present purposes by XXX.

(Hereinafter referred to as “EDB” or “Disclosing Party”)

And

Company Name, a company incorporated in the Republic of Mauritius, bearing business registration number xxxx having its registered office at *Address* and duly represented for the present purposes by its Partner, Mr. *Name*.

(Hereinafter referred to as “Recipient Party”)

(Hereinafter collectively referred to as “Parties”, and individually as “Party”)

WHEREAS:

- A. EDB has entered into an agreement with Company for the *Project Name* (the “Project”).
- B. *Company Name* shall have access to information deemed confidential by EDB and for the purposes of protecting such information, the Parties have agreed to enter into this Agreement which sets forth the rights and obligations of the Parties with respect to the use, handling, protection, and safeguarding of the information which is disclosed by and between the Parties for the purposes of the Project.

It is hereby agreed as follows:

1. CONFIDENTIAL INFORMATION

- 1.1. One Party (“the Disclosing Party”) is willing to disclose and the other Party (“the Recipient Party”) is willing to receive Information as defined in Clause 1.2 below.
- 1.2. For the purposes of this Agreement, “Information” means any and all information relating to the Disclosing Party, its organisation, its business, its directors, its stakeholders and investors, its employees and includes, but is not limited to:


- a. Information relating to its dealings with any other person, including those who:
 - i. liaise with the Disclosing Party,
 - ii. apply for permits, licences, or certificates through the Disclosing Party, whether the application is successful or not, and
 - iii. seek to invest in Mauritius through the Disclosing Party,
- b. Information of whatever nature relating to Disclosing Party, which is obtained orally, in writing, pictorially, during observations upon visits, or in machine-readable form by the Recipient Party and/or its advisers from the Disclosing Party and/or its representatives and/or its advisers; and/or
- c. The Disclosing Party's details of corporate strategy, source codes, engineering or hardware configuration information, its intellectual and industrial property rights, its software technology, technical specifications, policies, negotiations of partnerships - whether domestic or international business - affairs, customers, developments, operations, processes, trade secrets, design rights, know-how, and/or personnel of the Disclosing Party and any associated company or business thereof; and/or
- d. Disclosing Party's ideas, specifications, formulae, processes, plans, drawings and related descriptions, programmes, network configurations and rights-of-way, requirements, standards, financial and non-financial data.

2. OBLIGATIONS

- 2.1 The Recipient Party shall keep Information in the strictest confidence from the date of its receipt.
- 2.2 The Recipient Party shall, in respect of the Information, use the same or a higher degree of care that would normally be required or expected to handle information of a similar nature and in any event will use its best efforts to ensure that Information is not disclosed, in whole or in part, to any third party, except where expressly permitted by this Agreement.
- 2.3 The Recipient Party will notify the Disclosing Party of any breach or intended breach of its obligations hereunder.

3. LIMITATIONS ON USE

- 3.1 The Recipient Party shall not, without the prior written consent of the Disclosing Party disclose Information to any other party save where disclosure is necessary for the Project and then only on a need-to-know basis. The Recipient Party will procure an undertaking from each third-party recipient to be bound by the obligation of confidentiality contained herein.

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- 3.3 The Recipient Party shall, if so, requested by the Disclosing Party at any time, return to the Disclosing Party on demand any or all Information whereupon the Recipient Party's rights to use the Information for the Project shall cease. Upon such request, all Information shall be returned within 14 days by the Recipient Party who shall not be permitted to keep copies or duplicates of all or part of any Information.
- 3.4 Except as necessary to accomplish the Project, the Receiving Party shall not make any copies of the Disclosing Party's Information without the Disclosing Party's prior written consent. Upon written request by the Disclosing Party or upon completion of the Project, the Receiving Party shall return all Information to the Disclosing Party, or certify destruction thereof, including any hard copy records, and will purge from all computer storage devices any image or copies of such Information.
- 3.5 For the avoidance of doubt, anything that is stored on routine back-up media solely for the purpose of disaster recovery will be subject to destruction in due course, provided that employees are precluded from accessing such information in the ordinary course of business prior to destruction. Notwithstanding the return or destruction of Information, each Party and its representatives will continue to be bound by its obligations of confidentiality and other obligations under this Agreement.
- 4. EXCEPTIONS**
- The obligations contained in this Agreement shall not apply to Information which a person may disclose, in accordance with section 38(2) of the Economic Development Board Act 2017.
- 5. TERM**
- This Agreement shall take effect from *date* and shall be of indefinite duration. This Agreement shall survive the termination of this Project.
- 6. NO GRANT**
- 6.1 This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Recipient Party any of the Disclosing Party's rights under copyright, patent, or any other intellectual property right. In particular no licence is granted either directly or indirectly under such rights.
- 6.2 The Disclosing Party makes no representation or warranty as to the adequacy, or accuracy of any Information disclosed hereunder nor for its fitness for purpose.
- 6.3 The Disclosing Party shall not be liable for any loss or damage, both direct and indirect, suffered by the Recipient Party as a result of its use of the Information.

7. NO WAIVER

It is further understood and agreed that any failure by the Disclosing Party in exercising any right, power or privilege under this Agreement shall not act as a waiver hereunder, nor shall any single or partial exercise thereof preclude any further exercise of any right power or privilege in respect of the same or related matter.

8. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall create, imply, or evidence any partnership, joint venture or relationship of principal and agent between the Parties.

9. VARIATION

This Agreement may only be amended or varied by written instrument signed by both Parties hereto.

10. DAMAGES

10.1. The Disclosing Party shall not be liable for any loss or damage, both direct and indirect, suffered by the Recipient Party as a result of its use of the Information.

10.2. The Recipient Party acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by it or its representatives or other agents. As a result, in addition to all other remedies available at law (which the Disclosing Party does not waive by the exercise of any rights hereunder), the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

10.3. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. NOTICES

All notices shall be made by letter addressed, except as each Party may change in writing, to the destination and named recipient pursuant hereto, as follows:

EDB

Company Name

For the Attention of:

For the Attention of:

Mr. XXX

Mr. Name

12. AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the disclosure of Information and shall be executed in two counterparts each of which shall be deemed an original.

This Agreement is subject to all applicable laws, including, but not limited to, the Economic Development Board Act 2017.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement in a manner binding upon them the day and year first before written.

Signed on behalf of
EDB

Signed on behalf of

Name: XXXXX

Name:

Position: XXX


Position:

Signature:

Signature:

Date:

Date:

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Appendix 2 - Information Transfer Agreement

This Information Transfer Agreement (the “Agreement”) is made effective [DATE]:

Between: **Economic Development Board**, a statutory body set up under the Economic Development Board Act 2017, located at 7 Exchange Square, Wall Street, 72201, Ebene, Republic of Mauritius, duly represented for the present purposes by XXX (the “First Party”);

And: [NAME], having ID or passport number of [NUMBER] residing at [ADDRESS] OR [NAME OF COMPANY] having registered office address at [ADDRESS] (the “Second Party”)

(Each a “Party” and jointly the “Parties”)

It is agreed as follows:

1. Purpose

All information to be disclosed by both parties for the purposes of or in connection with [TO BE INSERTED] (the “Purpose”) shall be transferred according to the following guidelines. Both parties hereby acknowledge and agree to be bound by the terms and conditions of this present Agreement.

2. Information transfer guidelines

2.1 The following methods of transfer of information (whether in writing, electronic, magnetic, photographic, or in other tangible form, or orally or visually) shall be used for all communications with the respect to the Purpose stated above:

2.1.1 Hardcopy

[TO BE INSERTED]

e.g., registered letter

despatch handed in person, logged in despatch book requiring signature of recipient

2.1.2 Electronic

[TO BE INSERTED]

e.g., encrypted emails

removable devices provided by EDB having EDB’s approved encryption

2.2 All information being transferred shall be in compliance with Non-Disclosure Agreement established between First Party and Second Party.

2.3 If the information being transferred contains personal information, the transmission shall be governed by Data Protection Act 2017 or any other applicable laws and regulations.

Signed on behalf of

Signed on behalf of

EDB

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date: