

## Exhibit K: Cybersecurity and Supply Chain Risk Management Attestation

### CNMI Broadband Policy and Development (BPD) Office Broadband Equity, Access, and Deployment (BEAD) Program Subgrant Agreement between CNMI BPD and [Subgrantee Name]

Field	Detail
Project Name/Identifier	[Unique Name or Identifier from Exhibit A]
Subgrantee	[Full Legal Name of Subgrantee]
BPD Subgrant Award Identifier	[BPD Assigned ID]

**Instructions:** Pursuant to the Subgrant Agreement and the requirements of the Infrastructure Investment and Jobs Act (IIJA) (47 U.S.C. § 1702(g)(1)(B)) and the BEAD Notice of Funding Opportunity (NOFO) Section IV.C.2.c.vi, the undersigned Authorized Representative of the Subgrantee must attest below. This attestation and the underlying plans are required **prior to the allocation of any deployment funds** to the Subgrantee. These plans must ensure the **reliability and resilience** of the broadband infrastructure, particularly against threats such as **natural disasters** (e.g., typhoons).

#### A. Cybersecurity Risk Management Plan Attestation

The Subgrantee hereby attests that:

1. The Subgrantee has a cybersecurity risk management plan (the plan) in place that is either **operational** or **ready to be operationalized** upon providing service.
  - a. (Indicate status: [Operational / Ready to be Operationalized])
2. The plan reflects the **latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1)** and the standards and controls set forth in **Executive Order 14028** (Improving the Nation's Cybersecurity). The plan specifies the security and privacy controls being implemented.
3. The plan will be **reevaluated and updated on a periodic basis and as events warrant**.

4. The plan **has been submitted, or will be submitted, to CNMI BPD** prior to the first allocation of Subgrant funds for deployment activities. If the Subgrantee makes any **substantive changes** to the plan, a new version will be submitted to CNMI BPD within **30 days**.

## **B. Supply Chain Risk Management (SCRM) Plan Attestation**

The Subgrantee hereby attests that:

1. The prospective Subgrantee has an SCRM plan in place that is either **operational or ready to be operationalized**.
  - a. (Indicate status: [Operational / Ready to be Operationalized])
2. The plan is based upon the key practices discussed in **NISTIR 8276** (Key Practices in Cyber Supply Chain Risk Management: Observations from Industry) and related SCRM guidance from NIST, including **NIST Special Publication 800-161** (Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations). The plan specifies the supply chain risk management controls being implemented.
3. The plan will be **reevaluated and updated on a periodic basis and as events warrant**.
4. The plan **has been submitted, or will be submitted, to CNMI BPD** prior to the allocation of funds. If the Subgrantee makes any **substantive changes** to the plan, a new version will be submitted to CNMI BPD within **30 days**.

## **C. Third-Party Network Reliance**

The Subgrantee further attests that **to the extent it relies in whole or in part on network facilities owned or operated by a third party** (e.g., purchases wholesale carriage), the Subgrantee has obtained **equivalent attestations** from that network provider regarding their compliance with cybersecurity and SCRM practices. Copies of these third-party attestations will be provided to CNMI BPD upon request.

## **D. Certification**

I, the undersigned authorized representative of the Subgrantee, hereby certify that the attestations made in Sections A, B, and C (if applicable) of this Exhibit K are true, accurate, and complete to the best of my knowledge and belief as of the date signed below. The Subgrantee understands that these attestations are **material representations of fact** upon which CNMI BPD will rely, and that failure to comply with

these statutory requirements, or the failure to maintain network **reliability and resilience**, may result in remedies up to and including **termination of the Agreement and recoupment/clawback of funds**.

<b>Signature:</b>	
<b>Authorized Representative Name</b>	[Printed Name]
<b>Title</b>	[Title]
<b>Signature</b>	[Signature]
<b>Date</b>	[MM/DD/YYYY]