

# DPS Schedule 9 (Cyber Essentials Scheme)

## 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>“Cyber Essentials Scheme”</b>	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a> ;
<b>“Cyber Essentials Basic Certificate”</b>	the certificate awarded on the basis of selfassessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
<b>“Cyber Essentials Certificate”</b>	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate, or a valid equivalent standard (including IASME certified equivalents) accepted by CCS to be provided by the Supplier as set out on the Platform;
<b>“Cyber Essential Scheme Data”</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>“Cyber Essentials Plus Certificate”</b>	the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

## **2. What certification do you need**

2.1 Where the Platform requires that the Supplier provide a Cyber Essentials Certificate, the Supplier shall provide a valid Cyber Essentials Certificate (or valid equivalent) to CCS. Where the Supplier has indicated that it is working towards certification or fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to Process data during the Contract Period of any Order Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate (or valid equivalent) on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to Process data after the Start date of the first Order Contract but before the end of the DPS Period or Contract Period of the last Order Contract, the Supplier shall deliver to CCS evidence of:

2.3.1 a valid and current Cyber Essentials Certificate (or valid equivalent) before the Supplier Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate (or valid equivalent) on each anniversary of the first Cyber Essentials Scheme certificate (or equivalent) obtained by the Supplier under Paragraph 2.1.

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme (or valid equivalent) under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Order Contract.