

## Joint Schedule 7 (Cyber Security)

### 1 What certification you need

- 1.1 Where the Authority requires that the Supplier provides evidence of having taken steps to mitigate risks from cyber security threats prior to award of the first (1<sup>st</sup>) Call-Off Contract, the Supplier shall provide to the Authority:
- (a) a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate; or
  - (b) evidence (to the satisfaction of the Authority) that it has implemented and complies with the 10 Steps to Cyber Security.
- 1.2 Where the Supplier fails to comply with Paragraph 1.1, it shall be prohibited from commencing the carrying out of Works or the provision of Outputs under any Call-Off Contract until such time as the Supplier has evidenced to the Authority its compliance with Paragraph 1.1.
- 1.3 Where the Supplier continues to process data during the Call-Off Contract Period, the Supplier shall deliver to the Authority:
- (a) where it provided a Cyber Essentials Certificate or Cyber Essentials Plus Certificate under Paragraph 1.1(a), evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first (1<sup>st</sup>) applicable certificate obtained by the Supplier under Paragraph 1.1(a); or
  - (b) where it provided evidence of implementation of and compliance with the 10 Steps to Cyber Security under Paragraph 1.1(b), evidence of continued compliance of the same on each anniversary of the date the evidence was first provided under Paragraph 1.1(b).
- 1.4 Where the Supplier is due to process data after the Call-Off Contract Effective Date of the first (1<sup>st</sup>) Call-Off Contract but before the end of the DPS Contract Period or Call-Off Contract Period of the last Call-Off Contract, the Supplier shall deliver to the Authority evidence of:
- (a) a valid and current Cyber Essentials Certificate or evidence that the Supplier has implemented and complies with the 10 Steps to Cyber Security before the Supplier processes any such Cyber Essentials Scheme Data; and
  - (b) either:
    - (i) renewal of the valid Cyber Essentials Certificate on each anniversary of the first (1<sup>st</sup>) Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 1.1(a); or
    - (ii) evidence of continued compliance of the same, on each anniversary of the date the evidence was first provided under Paragraph 1.4(a),
- as appropriate.
- 1.5 In the event that the Supplier fails to comply with Paragraphs 1.3 or 1.4 (as applicable) the Authority reserves the right to terminate this Contract for material Default.

- 1.6 The Supplier shall ensure that all Subcontracts with Subcontractors who Process Cyber Essential 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 under Paragraph 1.1 of this Schedule.
- 1.7 This Schedule shall survive termination or expiry of this DPS Contract and each and any Call-Off Contract.