

**Schedule 11**  
**Cyber Essentials**  
**(CCS boilerplate)**

## **SCHEDULE 11**

### **CYBER ESSENTIALS**

#### **CYBER ESSENTIALS SCHEME**

##### **1. DEFINITIONS**

1.1 In this Schedule, the following words shall have the following meanings:

|   |   |
|---|---|
| <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:<br><a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a> ; |
| <b>"Cyber Essentials Basic Certificate"</b> | the certificate awarded on the basis of self-assessment, 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 the Cyber Essential Scheme certificate equivalent to be provided by the <i>Service Provider</i> as set out in the Framework Data Sheet;  |
| <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 <i>Service Provider's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.   |

## 2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Service Provider* provide a Cyber Essentials Certificate prior to the execution of the *works* the *Service Provider* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *works* the *Service Provider* delivers to the *Client* evidence of the same. Where the *Service Provider* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *works* under any contract until such time as the *Service Provider* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Service Provider* continues to Process Cyber Essentials Scheme Data during the carrying out of the *works* the *Service Provider* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Service Provider* under paragraph 2.1.

2.3 Where the *Service Provider* is due to Process Cyber Essentials Scheme Data after the commencement of the *works* but before completion of the *works* the *Service Provider* delivers to the *Client* evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the *Service Provider* Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Service Provider* under paragraph 2.1.

2.4 In the event that the *Service Provider* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.

2.5 The *Service Provider* ensures that all sub-contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the *Service Provider* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule

2.6 This Schedule shall survive termination or expiry of this contract.