

## Schedule 19 (Cyber Essentials Scheme)

### 1. Definitions

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

**"Cyber Essentials Scheme"**

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 at:  
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

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**"Cyber Essentials Basic Certificate"**

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;

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**"Cyber Essentials Certificate"**

Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form

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<b>"Cyber Essential Scheme Data"</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
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<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.
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## **2. What Certification do you need**

- 1.2 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with **Error! Not a valid bookmark self-reference.** it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph **Error! Not a valid bookmark self-reference..**
- 1.3 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph Where the Award Form requires that the Supplier provide a

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- 1.4 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of:
  - 1.4.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
  - 1.4.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with **Error! Not a valid bookmark self-reference.** it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph **Error! Not a valid bookmark self-reference...**
- 1.5 In the event that the Supplier fails to comply with Paragraphs Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with **Error! Not a valid bookmark self-reference.** it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph **Error! Not a valid bookmark self-reference...** or Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of: (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 1.6 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the

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Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with **Error! Not a valid bookmark self-reference.** it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph **Error! Not a valid bookmark self-reference.** of this Schedule.

- 1.7 This Schedule shall survive termination or expiry of this Contract.

## **Annex A – TDW’s Cyber Essentials Certificate:**