**Scope Annex 14 - Cyber Essentials Scheme**

1. **Definitions**
   1. In this Annex, the following words shall have the following meanings and they shall supplement Scope Annex 1 (Defined Terms) and Scope Annex 6 (Data Protection):

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| **"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.cyberessentials.ncsc.gov.uk/> |
| **"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; |
| **"Cyber Essentials Certificate"** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | 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. |

1. **What Certification do you need:**

2.1 The *Purchaser* requires that the *Supplier* provides a Cyber Essentials Certificate, Cyber Essentials Plus Certificate or an equivalent to the satisfaction of the *Purchaser* by the contract start date.

2.2 Where the *Supplier* continues to process data during the Contract Period, the *Supplier* shall deliver to the *Purchaser* evidence of the renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate or equivalent on each anniversary or when requested by the *Purchaser* of the first applicable certificate obtained by the *Supplier* under Paragraph 2.1 (as applicable).

2.3 In the event that the *Supplier* fails to comply with Paragraphs 2.1 or 2.2 (as applicable), the *Purchaser* reserves the right to terminate this Contract for material Default.

2.4 The *Supplier* shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials 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 2.1 of this Schedule.

2.6 This Annex shall remain in force until termination or expiry of this Contract and will include handover and destruction of relevant data as described within Scope Annex 6 (Data Protection).