

Version Number	Release Date	Comments
v 1.0	28/10/17	Baseline
v 1.1	12/11/17	DLAP amends
v1.2	13/11/17	CCS Policy consistency with ITT
<u>v1.3</u>	<u>15/11/17</u>	<u>DLAP amends</u>
<u>V1.4</u>	<u>16/11/17</u>	<u>CCS Policy consistency with</u> <u>Core Terms</u>

CROWN COMMERCIAL SERVICE

AND

SUPPLIER

FACILITIES MANAGEMENT SERVICES FRAMEWORK AGREEMENT

AGREEMENT REF: RM~~---~~3830

## FRAMEWORK SCHEDULE 8 (OPTIONAL)

### 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.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 or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form
<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. CYBER ESSENTIALS OBLIGATIONS

- 2.1 Where the Framework Award Form require that the Supplier provide a Cyber Essentials Certificate prior to the execution of the first Call-Off Contract the Supplier shall provide a valid Cyber Essentials Certificate, then on or prior to the execution of the first Call-Off Contract the Supplier must have delivered to CCS evidence of the same. Where the Supplier fails to comply with this paragraph it shall be prohibited from commencing the provision of Goods and/or Services 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 Cyber Essentials Scheme Data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate 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 Cyber Essentials Scheme Data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contact Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:

- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier 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 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 Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors 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 Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.