



**Contract Management Guidance
CHANGE CONTROL FORM- General**

Contract Name:	Provision of Recruitment Agency Services for UKGI	Contract Ref. No.	CCHR17B30
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CUSTOMER CHANGE NOTICE (CCN)

Initiated by: Nigel Smith – Assistant Director	CNN Reference: CCHR17B30 - 1
Source of Change: Customer	Date CCN Raised by relevant party: 26/07/2018

STAGE 1 - CUSTOMER

<p>Summary of proposals/ requirements</p>	<p>This is a variation to the contract between UK Government Investments and Hays Specialist Recruitment.</p> <p>This variation consists of two parts:</p> <ul style="list-style-type: none"> Part 1 is the change to the terms and conditions due to the new General Data Protection Regulation (GDPR). Part 2 is the increase in value to the current Contract. <p>The Terms and Conditions of the Contract apply but with the following amendments:</p> <p>Part 1 – GDPR The following definitions are insert into Clause 1.1 (Interpretation)_of the Terms and Conditions of Contract:</p> <p>“Data Protection Laws” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.</p> <p>“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).</p> <p>“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).</p> <p>“Personal Data” has the meaning given to it in the GDPR.</p> <p>“Security Incident” means any accidental or unlawful destruction, loss or alteration of Personal Data, or any unauthorised disclosure of or access to Personal Data.</p> <p>With effect from 23 May 2018, the definition of “DPA” in clause 1.1 (Interpretation) of the Terms and Conditions of Contract shall be deleted and replaced with the following:</p> <p>“DPA” means the Data Protection Act 2018.</p>
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	<p>The below clause will take precedence over the current contract clause 13.2:</p> <p>13.2 For the purposes of the Data Protection Laws, the parties agree that each party is a data controller in its own right in relation to Personal Data processed by each party under this Agreement.</p> <p>13.3 Each party shall process Personal Data in compliance with the Data Protection Laws and shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of Personal Data under this Agreement.</p> <p>13.4 To the extent that a party ("Disclosing Party") provides Personal Data to the other party ("Receiving Party") under this Agreement, the Disclosing Party shall be responsible for ensuring that it has provided all relevant Data Subjects with all necessary fair processing information and has taken appropriate steps to legitimise the disclosure of such Personal Data to the Receiving Party in accordance with the applicable Data Protection Laws.</p> <p>13.5 The Receiving Party shall process Personal Data that the Disclosing Party provides to it pursuant to Clause 13.4: (i) for the purposes of exercising any rights it has under this Agreement and for the performance of its obligations under or in connection with this Agreement (including to allow it to comply with any legal obligation or the request of any regulatory authority); or (ii) as otherwise agreed between the parties in writing.</p> <p>13.6 Each party shall:</p> <p>13.6.1 implement and maintain at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data;</p> <p>13.6.2 comply with reasonable requests of the other party in relation to any obligations of that party under Data Protection Laws associated with any duties of that party as a data controller of Personal Data processed by it under this Agreement;</p> <p>13.6.3 if it receives any complaint, notice, request or communication from a regulator, Applicant or third party which relates to the other party's processing of Personal Data under this Agreement or a potential failure to comply with Data Protection laws, without undue delay forward such complaint, notice, request or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same; and</p> <p>13.6.4 upon becoming aware of a Security Incident in connection with the provision or receipt of the Services;</p> <p>13.6.1 notify the other party as soon as reasonably practicable and provide the other party with a reasonable description of the Security Incident</p>
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	<p>promptly upon such information becoming available; and,</p> <p>13.6.2 work together with the other party acting reasonably and in good faith to mitigate any adverse effects of that Security Incident.</p> <p>13.7 Each party shall notify the other of any written request from a Data Subject:</p> <p>13.6.1 requesting information concerning the processing of, or copies of, Personal Data processed by it under this Agreement (including a copy of the request);</p> <p>13.6.2 requiring the rectification of any inaccurate or incomplete Personal Data processed by it under this Agreement;</p> <p>13.6.3 requiring the erasure of Personal Data processed by it under this Agreement;</p> <p>13.6.4 restricting the processing of Personal Data processed by it under this Agreement;</p> <p>13.6.5 exercising his or her right to data portability in respect of Personal Data processed by it under this Agreement;</p> <p>13.6.6 objecting to the processing of Personal Data processed by it under this Agreement; or</p> <p>13.6.7 objecting to being subject to a decision based solely on automated processing, including profiling, carried out by it pursuant to this Agreement,</p> <p>in each case made in accordance with the Data Protection Laws.</p> <p>13.8 Notwithstanding the obligations on both parties in this contract in accordance with the GDPR, the Supplier will, delete all personally identifiable data pertaining to any candidates that were identified for the purposes of delivering this contract, where the candidate indicates to the Supplier that they no longer wish to make use of the Supplier's services</p> <p>Part 2 – Uplift in Contract value</p> <p>REDACTED Thereby increasing the overall value to £180,000.00 ex VAT.</p> <p>REDACTED</p>		
Proposed Payment	Ongoing in line with current Contract and the proposed amended Contract value of £180,000.00 ex VAT.		
Required delivery date, with rationale:	Ongoing in line with existing Terms and Conditions of the Contract.		
Change authorised to proceed to Stage 2	Signature: REDACTED	Print Name & Position: REDACTED	Date: REDACTED



(Customer organisation representative)			
Change authorised to proceed to Stage 2 (CCS representative):	Signature: REDACTED	Print Name & Position: REDACTED	Date: REDACTED

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

The below definitions will take precedence over the definition within the agreement annex due to updated legislation.

The following definitions are insert into clause 1.1 (Interpretation) of the Terms and Conditions of Contract:

“Data Protection Laws” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“Personal Data” has the meaning given to it in the GDPR.

“Security Incident” means any accidental or unlawful destruction, loss or alteration of Personal Data, or any unauthorised disclosure of or access to Personal Data.

With effect from 23 May 2018, the definition of “DPA” in clause 1.1 (Interpretation) of the Terms and Conditions of Contract shall be deleted and replaced with the following:

“DPA” means the Data Protection Act 2018.

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
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Breakdown			
TOTAL			
Anticipated period from CCN being authorised by customer to start of related provision			
Anticipated implementation period, if any			
Signed (Supplier Representative)	Signed REDACTED	Print Name & Position: REDACTED	Date: REDACTED
Change authorised to proceed to Stage 4 (CCS):	Signed: REDACTED	Print Name & Position: REDACTED	Date: REDACTED
<u>STAGE 3 - CLARIFICATIONS</u>			
<u>Clarifications/ queries to supplier regarding their proposal:</u>			Date:
<u>Supplier Response:</u>			Date:
<u>STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION</u>			
CCN Withdrawn:			
By signing below, unless CCN is withdrawn, the Contracting Authority agrees to pay the Supplier the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.			
Signed(Customer Representative) REDACTED	Print Name & Position REDACTED	Date REDACTED	
Change authorised to proceed to implementation (CCS):	Signature: REDACTED	Print Name & Position: REDACTED	Date: REDACTED
<u>STAGE 5: CCN COMPLETION SIGN-OFF</u>			



I confirm that the provision required under the CCN commenced in accordance with the customer requirements and supplier proposals in this CCN.

Date provision required under the CCN commenced:

Date Signed by Customer:

REDACTED

Signed (**Customer representative**):

REDACTED

Print Name & Position:

REDACTED