

**CALL-OFF SCHEDULE 13: VARIATION FORM**

No of Order Form being varied: Framework Agreement RM 0162

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Variation Form No: 001  
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**BETWEEN:**

**Care Quality Commission, 151 Buckingham palace Road, London SW1W 9SZ ("the Customer")**

and

**Enterprise Rent-A-Car UK Limited (company number 02946689 whose registered office is at Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB ("the Supplier"))**

1. This Call-Off Contract is varied as follows and shall take effect on 1 April 2019:

**AMENDED PARTIES' DESCRIPTION**

The description of Supplier in the Agreement shall be deemed to be deleted and replaced with the following:

"Enterprise Rent-A-Car UK Limited (company number 02946689 whose registered office is at Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB ("the Supplier"))"

**EXTENSION**

The Contracting Authority Care Quality Commission wishes to extend the contract with Enterprise Rent-A-Car UK Limited for the provision of Vehicle Hire for a further period of 12 months (In line with provisions of the contract). The further 12-month period will commence on 01<sup>st</sup> April 2019 and will conclude on 31<sup>st</sup> March 2020.

**CALL-OFF SCHEDULE 1 DEFINITIONS:**

"Controller" has the meaning given in the GDPR;

"Data Protection Legislation" 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)

"Independent Control" means where a Controller has provided Personal Data to another Party which is not Processor it on its behalf nor is it a Joint Controller because the recipient of the Personal Data determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data.

"Joint Control" means where two or more Controllers jointly determine the purposes and means of processing

"Personal Data" has the meaning given in the GDPR, when provided by one party to another from time to time in the course of the Services.

#### **ADDITIONAL SCHEDULE 16 - RECORD OF PERSONAL DATA TRANSFER UNDER RM1062 VEHICLE HIRE SERVICES CALL-OFF AGREEMENT**

A new Schedule 16 shall be added to the Agreement as shown in Annex 1 to this Variation.

#### **VEHICLE HIRE CALL-OFF TERMS:**

Clause 31.6 Protection of Personal Data: shall be replaced in its entirety by the following provisions:

##### **"31.6 Protection of Personal Data**

31.6.1 With respect to Personal Data provided by one Party to another Party (as further described in Call-Off Schedule 16– Record of Personal Data Transfer under RM1062 Vehicle Hire Services Call-Off Agreement- Record of Processing Activity) for which each Party acts as Controller but which is not under the Joint Control, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

31.6.2 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

31.6.3 Where a Party has provided Personal Data to the other Party in accordance with this Clause 31.6, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

31.6.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Vehicle Hire Services Call-Off Agreement.

31.6.5 The Parties shall only provide Personal Data to each other:

31.6.5.1 to the extent necessary to perform the respective obligations under this Vehicle Hire Services Call-Off Agreement;

31.6.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and

31.6.5.3 where it has recorded it in Call-Off Schedule 16–Record of Personal Data Transfer under RM1062 Vehicle Hire Services Call-Off Agreement.

31.6.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

31.6.7 A Party processing Personal Data for the purposes of this Vehicle Hire Services Framework Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

31.6.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Vehicle Hire Services Call-off Contract ("Request Recipient"):

31.6.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

31.6.8.2 where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Request Recipient will:

- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
- (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

31.6.9 Each Party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Vehicle Hire Services Framework Agreement and shall:

31.6.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

31.6.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

31.6.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

31.6.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

31.6.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Framework Agreement as specified in Call-Off Schedule 16–Record of Personal Data Transfer under RM1062 Vehicle Hire Services Call-Off Agreement

31.6.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this RM1062 Vehicle Hire Services Framework Agreement which is specified in Call-Off Schedule 16–Record of Personal Data Transfer under RM1062 Vehicle Hire Services Call-Off Agreement.

31.6.12 Where an employee of a Party is seconded to the other Party, the host Party shall be the Controller of Personal Data, and the seconded employee shall be a third party of that Controller for purposes of the GDPR.

31.6.13 In the event that the one Party acts a Controller and the other Party acts as its Processor in respect of Personal Data under this RM1062 Vehicle Hire Services Framework Agreement, the Parties shall implement clauses in respect of the *Controller to Processor* relationship contained in Procurement Policy Note 02/18 (or any update to it thereof) in respect of that Personal Data in an Annex to Schedule 16.

31.6.14 In the event that Parties act as Joint Controllers in respect of Personal Data under this RM1062 Vehicle Hire Services Framework Agreement, the parties shall implement clauses in respect of Joint Control that are necessary to comply with GDPR Article 26 as an Annex to Schedule 16.

31.6.15 Notwithstanding Clause 31.6.13 and 31.6.14, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause 31.6.2 to 31.6.11."

2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in  
Capitals)

Address

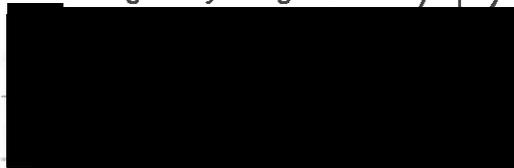


Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Address



Enterprise House, Vicarage  
Road, Egham, TW20 9FB

Annex 1:

**New Call off Schedule 16**

**CALL-OFF SCHEDULE 16: DATA PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

1. The contract details of the Authority Data Protection Officer is: Nimali de Silva, 151 Buckingham Palace Road, London SW1W 9SZ.
2. The contract details of the Service Provider Data Protection Officer is:  
[DPO@EHI.com](mailto:DPO@EHI.com)
3. Any such further instructions shall be incorporated into this Schedule.

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|---|--|
| <b>Contract Reference:</b>                  | <b>CQC FLE 002</b>   |
| <b>Date:</b>                                |  |
| <b>Description Of Authorised Processing</b> | <b>Details</b>   |
| Identity of the Controller                  | Each Party is an independent controller of the Personal Data which it receives under this Agreement.   |
| Use of Personal Data                        | <p>Management of this RM1062 Vehicle Hire Services Framework Agreement and any case of claim supported under it, and in particular:</p> <ul style="list-style-type: none"> <li>• Provision (including without limitation the management, promotion and improvement of) rental services, and any related activities.</li> <li>• Provision of information to law enforcement authorities on lawful request.</li> </ul> |
| Nature and purposes of the processing       | Provision of vehicle hire services under this RM1062 Vehicle Hire Services Framework Agreement.  |
| Type of Personal Data                       | <p><b>Staff of either Party:</b></p> <p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p>  |

|                                   |  |
|-----------------------------------|--|
|                                   | <p>Date of Birth</p> <p>Copy of ID documents</p> <p>Employee number/identifier</p> <p><b>Drivers Only:</b></p> <p>Personal Phone Number</p> <p>Personal Address</p> <p>Driver license information.</p> <p>Date of birth</p> <p>Payment Information where the driver pays on a personal card.</p> <p>Accident data which may include health data of the driver.</p> <p>Other driver / rental details</p> <p>Personal vehicle registration number</p> <p>Emergency contact details</p> |
| <p>Categories of Data Subject</p> | <p>Drivers</p> <p>Employees of the Parties involved in the day to day management of the contract</p>   |

