

VARIATION TO CONTRACT FORM

This is to confirm the variation of our Agreement as per clause 7- Variation to Contract. All other aspects of the Contract remain unchanged.

Contract title : **Delivery of Official Controls in Approved Establishments in England and Wales (Lots 1-6)**

Contract Reference : **FS101227**

Variation No : **03** **Date:** **10/06/2020**

Between : **The Food Standards Agency (the Authority) and
Eville and Jones GB Ltd (the Contractor)**

1. The Contract is varied as follows:

Please select the reason(s) for the variation:

☐ Price ☐ Duration ☐ Price and Duration ☐ Scope of Work ☐ Key Personnel ☒ Other

Overview

This variation applies to the attached amended schedule 13 processing, personal data and data subjects.

2. Words and expressions in this Variation shall be given the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

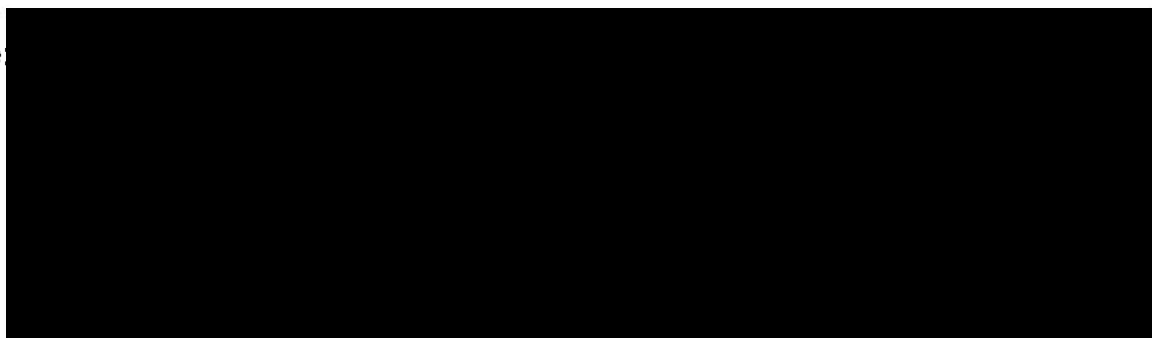
For the Authority

For the Contractor

Signature:

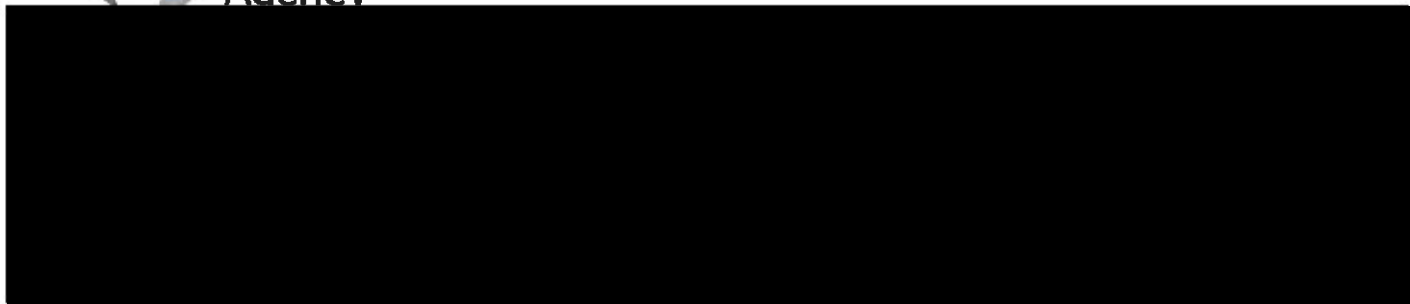
Name:

Title:





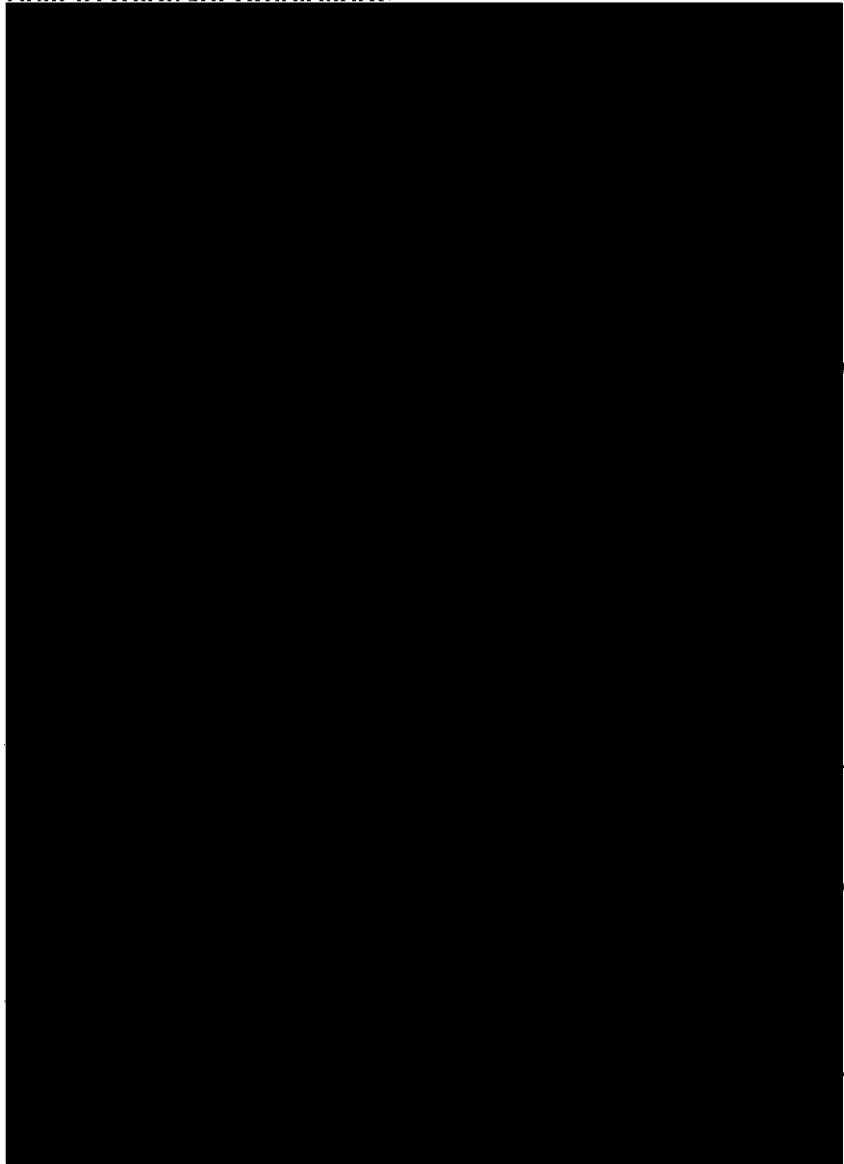
Food
Standards
Agency



SCHEDULE 13 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The FSA and Evile and Jones are Joint Controllers under this contract. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. The Customer Data Protection Officer is [REDACTED], the Contractor Data Protection Officer is [REDACTED].
3. This Schedule addresses the processing of personal data within and related to electronic communications sent and received in the course of delivering or related to the delivery of official controls and contracted services including without limitation electronic mail, text messages, instant messages, messaging applications and any text, voice, sound or image message which can be communicated, accessed and/or stored in a network system or device in any manner now known or subsequently invented (Communications).
4. All Communications sent and received in the course of delivering or related to the delivery of official controls and contracted services must be retained for a minimum of 4 years (the Retention Period). Where an individual leaves or is otherwise no longer engaged (User Termination) their relevant Communication account(s) must remain accessible for a period of 30 days following User Termination to allow all relevant Communications to be retrieved and retained for the Retention Period.
5. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>Data collected, used and stored in the delivery of FSA delivered official controls on behalf of FSA and contracted services</i>
Duration of the processing	<i>30/03/20 to 26/03/23 with a possible extension of 2 years</i>
Nature and purposes of the processing	<i>Both parties will collect, store and process the following personal data:</i> <i>Staff data</i> <i>FBO data</i> <i>Producer data</i> <i>Haulier data</i> <i>Enforcement data</i> <i>Approval data</i> <i>Audit data</i> <i>Security of Retention</i> [REDACTED]

	<p>only to relevant employees</p> 
Type of Personal Data	<p> <i>Establishment Name, Establishment Address, Establishment Telephone Number, Staff Name Staff Email Address Staff Telephone Number Establishment Audit Report Establishment Approval documentation Establishment Enforcement Programme Formal Enforcement Notices and letters Evidence documents, photographs and videos Temporary Certificate of Competence applications Food Safety, Hygiene, Welfare, TSE and Animal By-products referral documents and evidence</i> </p>
Categories of Data Subject	<p><i>Staff Data, Establishment Data, Producer Data, Haulier Data and Enforcement Data</i></p>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

The data will be retained for the life of the contract and the subsequent retention period by both parties. When the contract expires the supplier will be required to delete all personal data records that it holds in relation to the contract and confirm in writing when this has been completed.

