



Contract Change Note ("CCN")

CCN Number	001
Contract Reference Number & Title	Project 342; Australia & New Zealand Trade Legal Support
Variation Title	Amendment of references to Contract Schedule 5 in clause 9.1 and the inclusion of Contract Schedule 6 –Record of Personal Data Transfer under Legal Services Contract
Number of Pages	5

WHEREAS the Contractor Hogan Lovells and the Authority, Department for International Trade, entered into a Contract for the provision of Australia & New Zealand Trade Legal Support, dated 25th August 2020 (the "Original Contract") and now wish to amend the Original Contract.

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Contract Change Note (CCN):

Change Requestor / Originator	REDACTED
Summary of Change	<p>All references to "Contract Schedule 5" in clause 9.1 will be replaced with "Contract Schedule 6 - Record of Personal Data Transfer" The changes to clause 9.1 can be found in Annex 1 of this CCN.</p> <p>"Contract Schedule 6 –Record of Personal Data Transfer under Legal Services Contract" will be included as a schedule of the call-off contract. This can be found in Annex 2 of this CCN.</p>
Reason for Change	<p>The call-off contract references Contract Schedule 5 – Record of Personal Data Transfer at clause 9.1. The contract is currently missing this schedule and a completed schedule needs to be included.</p> <p>Contract Schedule 5 is currently "Key Performance Indicators and Contract Governance" which is referenced throughout the contract. Therefore, the new contract Schedule will be referred to as "Contract Schedule 6 –Record of</p>



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	Personal Data Transfer under Legal Services Contract” and the references to Contract Schedule 5 in clause 9.1 need to be amended to reference “Contract Schedule 6 – Record of Personal Data Transfer”.	
Revised Contract Price	Original Contract Value	£4.5 million over a period of 36 months
	Previous Contract Changes	N/A
	Contract Change Note 001	£0
	New Contract Value	£4.5 million over a period of 36 months
Revised Payment Schedule	Not Applicable	
Revised Specification (See Appendix 1 for Details)	References to “Contract Schedule 5” in Clauses; 9.1.1, 9.1.5.3, 9.1.10, 9.1.11, 9.1.13, 9.1.14; to be replaced with “Contract Schedule 6 - Record of Personal Data Transfer”. Inclusion of “Contract Schedule 6 – Record of Personal Data Transfer under Legal Services Contract.”	
Revised Contract Period (if applicable)	Not Applicable	
Change in Contract Representative(s)	Not Applicable	
Other Changes	None	

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties sign for acceptance of its terms.

Parties:

Contractor: Hogan Lovells

Signed by: REDACTED

Title: REDACTED

Date; REDACTED

Signature: REDACTED

Authority: Department for International Trade

Signed by: REDACTED



Department for
International Trade
Title: REDACTED

Date: REDACTED

Signature: REDACTED



9. PROTECTION OF INFORMATION

9.1 Protection of Personal Data

9.1.1 With respect to Personal Data provided by one Party to another Party (as further described in Contract Schedule 6 - Record of Personal Data Transfer) 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.

9.1.2 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.

9.1.3 Where a Party has provided Personal Data to the other Party in accordance with this Clause 9, 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.

9.1.4 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 Legal Services Contract.

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

9.1.5.1 to the extent necessary to perform the respective obligations under this Legal Services Contract;

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

9.1.5.3 where it has recorded it in Contract Schedule 6 – Record of Personal Data.

9.1.6 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.



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9.1.7 A Party processing Personal Data for the purposes of this Legal Services Contract 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.

9.1.8 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 Legal Services Contract ("Request Recipient"):

9.1.8.1 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 party receiving the Request Recipient; or

9.1.8.2 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.

9.1.9 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 Legal Services Contract and shall:

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

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

9.1.9.3 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

9.1.9.4 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.



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9.1.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Legal Services Contract as specified in Contract Schedule 6.

9.1.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Legal Services Contract which is specified in Contract Schedule 6.

9.1.12 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.

9.1.13 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 Legal Services Contract, 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 Contract Schedule 6.

9.1.14 In the event that Parties act as Joint Controllers in respect of Personal Data under this Legal Services Contract, the parties shall implement clauses in respect of Joint Control that are necessary to comply with GDPR Article 26 as an Annex to Contract Schedule 6.

9.1.15 Notwithstanding Clause 9.1.13 and 9.1.14, 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 9.1.2 to 9.1.11.

Contract Schedule 6 –Record of Personal Data Transfer under Legal Services Contract

1. The contract details of the Authority Data Protection Officer is:

Data Protection Officer
Department for International Trade
King Charles Street
Whitehall
London
SW1A 2AH
Email
data.protection@trade.gov.uk

The contract details of the Service Provider Data Protection Officer is:

REDACTED

2. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	Project_342 Australia & New Zealand Trade Legal Support Trade Legal Support
Date:	28.08.2020
Description of Authorised Processing	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which



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	the Relevant Authority is the Controller.
Use of Personal Data	Management of this Legal Services Contract and any case of claim supported under it.
Duration of the processing and retention.	From the outset of the Legal Services Contract date, and up to 7 years after it expires
Nature and purposes of the processing	<ul style="list-style-type: none">• The nature and purpose of the processing in this contract is for the provisions of legal services under this Legal Services Contract.• To facilitate the fulfilment of the Contract
Type of Personal Data	<p>The types of personal data that may be processed under this agreement may include:</p> <p>Staff of either Party:</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>Photocopy of ID documents</p>
Categories of Data Subject	The categories of data subjects that may be processed under this agreement may include staff (including volunteers, agents, and temporary workers).