

DATED _____ 2025

The Minister for the Cabinet Office

and

Serco Limited

DEED OF VARIATION

PARTIES

1. **The Minister for the Cabinet Office** (the **Authority**); and
 2. **Serco Limited**, a company incorporated in England and Wales, with company number 00242246 and having its registered office at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY (the **Contractor**),
- each a **Party**, and together the **Parties**.

BACKGROUND

- A The Authority and the Contractor entered into an agreement entitled Project Contract relating to the provision of services to the Emergency Planning College dated 15 April 2010, as amended from time to time, (the **Principal Agreement**) under which the Contractor provides Services (as defined in the Principal Agreement) to the Authority.
- B The Parties have agreed to extend the term of the Principal Agreement, and to amend the terms of the Principal Agreement as set out in this Deed of Variation.

AGREEMENT

1 Interpretation

- 1.1 Except where expressly and specifically provided to the contrary in this Deed of Variation, the words and expressions used in this Deed of Variation shall have the same meaning as in the Principal Agreement.

2 Extension of Term

- 2.1 The Parties acknowledge and agree that the term of the Principal Agreement shall be extended for an additional three (3) years from the Initial Expiry Date.
- 2.2 Pursuant to Clause 2.1 of this Deed of Variation, the Parties agree that:
 - (a) the extension to the term of the Principal Agreement shall be valid and binding on the Parties notwithstanding the fact that written notice has not been provided by the date falling twelve (12) months' prior to the Initial Expiry Date, as required by Clause 2.2.1 of the Principal Agreement; and
 - (b) for the purposes of Clause 2.2.1 of the Principal Agreement, from the date of this Deed of Variation the Revised Expiry Date shall be deemed to be the day immediately prior to the third anniversary of the Initial Expiry Date.

3 Variation

3.1 With effect from the final date of signature of this Deed of Variation (the **Variation Date**), the Parties agree the following amendments to the Principal Agreement:

1.	Definition of "Constraints" Clause 1.1	<p>The definition of "Constraints" set out in Clause 1.1 is amended by deleting Paragraph (a) of this definition and replacing this paragraph, as follows:</p> <p>"(a) that the provision of the Services by the Contractor, or any Contractor Related Parties, shall be undertaken from the geographical area of the United Kingdom, other than where the Contractor is requested to provide Training Services in any location outside of the geographical area of the United Kingdom by the Authority, an Authority Related Party, or any other third party entity;"</p>
2.	Definition of "Contract Data" Clause 1.1	<p>A new definition of "Contract Data" shall be added to Clause 1 as follows:</p> <p>""Contract Data" means all information, records and data in the Contractor's possession which relate to the Service and/or this Contract (including, without limitation, Contract Records, Design Data, Confidential Information, and the Authority's Personal Data);"</p>
3.	Definition of "Data Protection Legislation" Clause 1.1	<p>The definition of "Data Protection Legislation" set out in Clause 1.1 is deleted and replaced with the following updated definition, as follows:</p> <p>""Data Protection Legislation" means:</p> <ul style="list-style-type: none">(a) the UK GDPR;(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;(c) all applicable Law about the processing of personal data and privacy; and(d) (to the extent that it applies) the EU GDPR;"
4.	Definition of "DPA" Clause 1.1	<p>The definition of "DPA" set out in Clause 1.1 is deleted and replaced with the following updated definition, as follows:</p> <p>""DPA 2018" means the Data Protection Act 2018;"</p>
5.	Definition of "Excluded Contract Data" Clause 1.1	<p>A new definition of "Excluded Contract Data" shall be added to Clause 1 as follows:</p>

		<p>""Excluded Contract Data" means any Contract Data which the Parties have agreed in writing and documented in the Exit Plan that the Contractor shall not be required to return to the Authority pursuant to Clause 29.4(a);"</p>
6.	<p>Definition of "Personal Data" Clause 1.1</p>	<p>The definition of "Personal Data" set out in Clause 1.1 is deleted and replaced with the following updated definition, as follows:</p> <p>""Personal Data" has the meaning given in the UK GDPR or the EU GDPR as the context requires;"</p>
7.	<p>Definition of "Project Materials" Clause 1.1</p>	<p>The definition of "Project Materials" set out in Clause 1.1 is deleted and replaced with the following updated definition, as follows:</p> <p>""Project Materials" means any and all materials (whether written, digital or otherwise), which are produced or created in connection with the Training Services;"</p>
8.	<p>Definition of "Revised 2022 Condition" Clause 1.1</p>	<p>A new definition of "Revised 2022 Condition" shall be added to Clause 1 as follows:</p> <p>""Revised 2022 Condition" means the 2022 survey carried out by JLL on 01 to 04 August 2022;"</p>
9.	<p>Maintenance Obligations Clause 14.1.2</p>	<p>Clause 14.1.2 shall have the following proviso added to its end:</p> <p>PROVIDED THAT for the period from the Initial Expiry Date until the Expiry Date the Contractor's obligations as regards the condition of the Assets shall be subject to the following limitations:</p> <ul style="list-style-type: none"> a) the Contractor shall not be responsible for maintaining the following Assets (except for periodic inspection) which are considered out of service: <ul style="list-style-type: none"> i. Houses 7,8,9 & 10 ii. Ryedale Building iii. The Lodge iv. Walled Garden v. Kitchen Basement vi. Main House attics/second floor b) the Contractor shall not be responsible for the cost of renewing or replacing Assets where: <ul style="list-style-type: none"> i. the Assets are either <ul style="list-style-type: none"> (A) land or buildings (or parts thereof); or (B) fixtures within the buildings (other than Inventory Assets); or (C) lecture theatre audio visual equipment; and

		<p>ii. the cost to the Contractor of doing so is in excess of £1,000; and</p> <p>iii. the Assets are reasonably considered to be beyond their economically maintainable life which shall be determined, inter alia, by reference to the following criteria</p> <ul style="list-style-type: none"> i. the design life; or ii. the performance and purpose of the asset is not being achieved and is not capable of remedy through routine repair and maintenance; or iii. the normal renewal or replacement period judged against the manufacturers stated indicative life cycle; or iv. routine repair and maintenance cannot be undertaken due to the unavailability of replacement components due to their obsolescence or for any other reason outside Serco's reasonable control; or v. if, in order to maintain the performance of the relevant asset, the replacement of components or repair of the same is occurring more frequently than would reasonably be expected having regard to industry standards; or vi. the cost of routine repair and maintenance is unreasonable. <p>and any dispute as to whether an Asset is beyond its economically maintainable life shall be resolved pursuant to the Dispute Resolution Procedure.</p>
10.	Revised 2022 Condition Clause 14.1.3	<p>Clause 14.1.3 shall be deleted and replaced with:</p> <p>14.1.3 During the period from the Initial Expiry Date until the Revised Expiry Date if the condition is shown to have deteriorated below that which is outlined by the Revised 2022 Condition and would be reasonably expected had the agreed maintenance quality applicable under clause 14 to the period up to the Revised Expiry Date had been adhered to, then the Contractor will at its own cost put to the Revised 2022 Condition.</p>
11.	Condition of the Site Clause 14.8	<p>Clause 14.8 shall be amended by the replacement of words:</p> <ul style="list-style-type: none"> • "Condition Survey" with the words "Revised 2022 Condition"; and • "Expiry Date" with the words "Revised Expiry Date".
12.	Asset Renewal Clause 14.9	<p>A new Clause 14.9 shall be inserted:</p> <p>14.9 Asset Renewal After Initial Expiry Date</p> <p>14.9.1 Where following the Initial Expiry Date:</p>

		<p>(a) the renewal or replacement of an Asset is by virtue of Clause 14.1.2 not the responsibility of the Contractor; and</p> <p>(b) the renewal or replacement of that Asset is necessary for the Contractor to meet its obligations hereunder</p> <p>then the Contractor may serve written notice on the Authority identifying the need for renewal or replacement of that Asset containing:</p> <p>i. details of the relevant Asset;</p> <p>ii. the Contractor's reasoning for the Asset being beyond its economically maintainable life (pursuant to Clause 4.1.2(b)); and</p> <p>iii. the Contractor's reasoning why renewal or replacement is required for the Contractor to meet its obligations hereunder.</p> <p>14.9.2 Following receipt of a written notice pursuant to Clause 14.9.1 the Authority will respond, in reasonable time, to the Contractor confirming:</p> <p>(a) whether or not the Authority will meet the cost of the relevant renewal or replacement, but CO will not be obliged to meet that cost;</p> <p>(b) the impact on the Performance Monitoring Regime, Schedule 9; and</p> <p>(c) managing any further maintenance costs.</p> <p>14.9.3 The Contractor acknowledges that the Authority shall have no liability in relation to the repair and condition of the Site or any part of it.</p> <p>14.9.4 Nothing in this Contract, as varied, shall constitute or imply a warranty by or on the part of the Authority as to the fitness and/or suitability of the Site or any part thereof for the carrying out of the Services or for any other purpose.</p>
13.	Retendering Clause 25.11.1	Clause 25.11.1 is amended by: (i) deleting the words "within the period twelve (12) months immediately preceding the Expiry Date " in the first line of this paragraph; and (ii) inserting in their place the words "by the date requested by the Authority (which shall be between twenty-four (24) months and twelve (12) months prior to the Revised Expiry Date)".
14.	Return of Data and IP Clause 29.4	The following new Clause 29.4 is inserted into the Principal Agreement, as follows:

		<p>"29.4(a) The Contractor shall, no later than the date falling six (6) months prior to the earlier of the Expiry Date and the Termination Date, return to the Authority (in any format reasonably requested by the Authority):</p> <ul style="list-style-type: none"> (i) all Contract Data (with the exception of any Excluded Contract Data, which the Contractor shall not be required to return to the Authority); and (ii) all Project Materials, Foreground IPR, and any Authority IPR which is in the Contractor's possession (the "Contract IPR"). <p>29.4(b) As soon as reasonably practicable following the earlier of the Expiry Date and the Termination Date (and, for the avoidance of doubt, once all such Contract Data and Contract IPR has been provided to the Authority pursuant to Clause 29.4(b) above), the Contractor shall (unless otherwise instructed by the Authority) delete all such Contract Data and Contract IPR, other than to the extent that its retention is:</p> <ul style="list-style-type: none"> (i) required by applicable law (and in which case, the Contractor shall only retain such information for as long as is necessary to comply with any such applicable law); or (ii) agreed in writing between the Parties and documented in the Exit Plan.
15.	Exit Clause 29.5	<p>The following new Clause 29.5 is inserted into the Principal Agreement, as follows:</p> <p>29.5 Exit</p> <p>29.5.1 Exit Plan</p> <ul style="list-style-type: none"> (a) The Parties shall discuss and agree (each acting reasonably and in good faith) a detailed plan for the Authority's orderly and efficient migration away from the Contractor's provision of the Services (the "Exit Objectives") (which shall include the Parties' respective obligations in respect of such migration, and detail all information and data which is to be provided by the Contractor to the Authority) (the "Exit Plan"). (b) The Contractor shall prepare a draft Exit Plan and shall provide this draft Exit Plan to the Authority on or before 15 October 2025 for review and approval by the Authority. The Contractor shall make any changes or amendments to the draft Exit Plan as the Authority may reasonably require. Once the Authority has approved

		<p>the draft Exit Plan in writing, that version shall be treated as the final agreed version of the Exit Plan.</p> <p>(c) As soon as reasonably practicable following any material change to the Services or any applicable law, the Contractor shall deliver to the Authority an updated version of the Exit Plan for review and agreement by the Authority (which shall include any changes reasonably necessary to ensure that the Exit Plan remains fit for purpose and in a format which shall ensure that the Exit Objectives will be met).</p> <p>(d) Unless otherwise agreed between the Parties in writing, where the Parties are unable to agree the content of the Exit Plan within forty (40) Business Days of:</p> <p>(i) the date set out in Clause 25.5.1(b), in respect of the draft Exit Plan provided pursuant to that Clause 25.5.1(b); or</p> <p>(ii) the date on which an updated version of the Exit Plan has been provided by the Contractor to the Authority pursuant to Clause 25.5.1(c),</p> <p>it shall be resolved in accordance with Clause 50.1 (Resolution of Disputes).</p> <p>29.5.2 Exit Implementation</p> <p>(a) Unless otherwise agreed in writing between the Parties, with effect from the earlier of:</p> <p>(i) the date falling twelve (12) months before the earlier of Expiry Date and the Termination Date; and</p> <p>(ii) the date specified by the Authority in any written notice to the Contractor,</p> <p>(the "Exit Implementation Date") each Party shall perform (or shall procure the performance of) their respective activities described in this Clause 29 (Expiry) and the Exit Plan.</p> <p>29.5.3 Exit Fees</p> <p>The Contractor shall comply with its obligations set out in the Exit Plan at no additional cost to the Authority, save where</p>
--	--	---

		<p>the Parties have expressly agreed such additional fees and documented those fees in the Exit Plan.</p> <p>29.5.4 Knowledge transfer</p> <p>As reasonably directed by the Authority, and subject to the provisions of Clauses 23 (Intellectual Property Rights) and 42 (Confidentiality), the Contractor will provide for the transfer of knowledge reasonably required for the provision of the Services (which may include information, records and documents as appropriate). To facilitate the transfer of knowledge from the Contractor to the Authority (or any replacement contractor nominated by the Authority to provide the Services following termination of this Contract), the Contractor will explain all relevant procedures, standards and operations to the Authority (or any such replacement contractor).</p> <p>29.5.5 Co-operation</p> <p>From the Exit Implementation Date, the Contractor shall (and shall procure that its Affiliates, Sub-Contractors and all Contractor Related Parties shall) acting reasonably and in good faith co-operate with the Authority (and/or any applicable replacement contractor nominated by the Authority to provide the Services following termination of this Contract) and provide such reasonable assistance as is required to enable the Parties to comply with their obligations under this Clause 29 (Expiry) and the Exit Plan.</p>
16.	Final Inspection Clause 30	<p>Clause 30.1.1 shall be amended by:</p> <ul style="list-style-type: none"> a) replacement of the words "thirty (30)" with the words "six (6)"; b) insertion of the words "during the period from the Initial Expiry Date" immediately following the words "...and all Assets, have been". <p>Clause 30.3 shall be amended by the replacement of the words "sixty (60)" with the words "thirty (30)".</p> <p>Clause 30.3.2 shall be amended by the deletion of the words "six (6) months".</p> <p>Clause 30.4 shall be amended by the replacement of the words "thirty (30)" with the words "ten (10)" and the replacement of the words "twenty (20)" with the words "ten (10)".</p> <p>Clause 30.6.1 shall be amended by the deletion of the words "no later than six (6) months".</p>

		Clause 30.6.3 shall be amended by the deletion of the words "date six (6) months prior to the".
17.	Data Protection Clause 48	Clause 48 (Data Protection) is deleted in its entirety and replaced with the following new Clause 48 (Protection of Personal Data), as set out in Schedule 1 to this Deed of Variation.
18.	Non-Compete Clause 65	Clause 65 is deleted in its entirety and replaced with: "Not Used".
19.	Contract Performance Indicators Schedule 9 (Performance Monitoring Regime)	The table set out after Paragraph 9.2 of Schedule 9 (Performance Monitoring Regime) shall be deleted in full and replaced with the updated table set out in Schedule 3 to this Deed of Variation.
20.	Required Accommodation Specification Schedule 18	<p>Schedule 18 is deleted in its entirety and replaced with the following:</p> <p>Should the Authority ever need to be relocated due to unavailability of facilities at the premises located at the Hawkhill, Easingwold, North Yorkshire, YO61 3EG, the Contractor shall:</p> <p>(i) not be required to provide permanent alternative office accommodation;</p> <p>(ii) provide conveniently located and accessible meeting space for holding in-person Contract Progress Board meetings and access to the necessary contract governance and business operation documents on a shared digital platform (e.g. Sharepoint).</p> <p>For Authority-Contractor partnership working, the Contractor will allow the Authority to access to up to 4 hot-desk stations in any co-located office space, with wifi and access to a private office space to allow for official-sensitive working if required.</p>
21.	[Redacted Under FOIA Section 24 – National Security]	[Redacted Under FOIA Section 24 - National Security]
22.	Processing Personal Data Schedule 32	A new Schedule 32 (Processing Personal Data) shall be inserted into the Contract, as set out in Schedule 2 to this Agreement.

3.2 The Parties acknowledge and agree that the Change Protocol set out in the Principal Agreement shall not apply in respect of any of the changes effected by this Deed of Variation.

- 3.3 Except as set out in Clause 3.1 above, the Principal Agreement shall continue in full force and effect.
- 3.4 The amendment to the Principal Agreement as set out in Clause 3.1 above shall be without prejudice to any right or liability of either Party that accrued under the Principal Agreement prior to such amendment taking effect in accordance with Clause 3.1, which shall be taken to have arisen under the terms of the Principal Agreement as applied prior to the date the amendment takes effect in accordance with Clause 3.1.

4 Waiver

- 4.1 Unless otherwise expressly stated in writing, failure by any Party at any time to enforce any provision of this Agreement or to require performance by any other Party of any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part of it or the right of the relevant Party to enforce any provision in accordance with its terms.

5 Severability

- 5.1 If any condition, Clause or provision of this Agreement, not being of a fundamental nature, is held to be illegal or unenforceable, the validity or unenforceability of the remainder of this Agreement shall not be affected thereby.

6 Amendments

- 6.1 No amendments to this Agreement shall be binding unless in writing and signed by the duly authorised representative of the Parties.

7 Third Party Rights

- 7.1 The Parties to this Agreement do not intend that any of its terms will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8 Conflicts

- 8.1 In the event of any conflict between this Deed of Variation, and any previously agreed agreement, document, amendment, variation or change to the Principal Agreement, this Deed of Variation shall prevail.

9 Counterparts

- 9.1 This Deed of Variation may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the Parties shall constitute a full and original instrument for all purposes.

10 Governing law and jurisdiction

- 10.1 This Deed of Variation and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales

- 10.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed of Variation or its subject matter or formation.

Schedule 1

48 Protection of Personal Data

48.1 Indemnity

- 48.1.1 The Contractor shall indemnify the Authority against any and all Losses incurred by the Authority due to breach by the Contractor of Data Protection Legislation or this Clause 48.
- 48.1.2 The Authority shall indemnify the Contractor against any and all Losses incurred by the Contractor due to breach by the Authority of Data Protection Legislation or this Clause 48.

Status of the Controller

- 48.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

- 48.2.1 “Controller” (where the other Party acts as the “Processor”);
- 48.2.2 “Processor” (where the other Party acts as the “Controller”);
- 48.2.3 “Joint Controller” (where both Parties are considered to jointly control the same Personal Data);
- 48.2.4 “Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 32 (*Processing Personal Data*) which scenario or scenarios are intended to apply under this Contract.

Where one Party is Controller and the other Party its Processor

- 48.3 Where a Party is a Processor, the only processing that it is authorised to do is listed in Schedule 32 (*Processing Personal Data*) by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 48.4 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 48.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 48.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 48.5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- 48.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 48.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 48.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 48.6.1 process that Personal Data only in accordance with Schedule 32 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - 48.6.2 ensure that it has in place Protective Measures which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 48.6.3 ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 32 (*Processing Personal Data*));
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Clause 48 and Clause 42 (*Confidentiality*);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - 48.6.4 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

- (b) the Controller and/or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the UK International Data Transfer Agreement as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

48.6.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

48.7 Subject to Clause 48.8, the Processor shall notify the Controller immediately if it:

- 48.7.1 receives a Data Subject Request (or purported Data Subject Request);
- 48.7.2 receives a request to rectify, block or erase any Personal Data;
- 48.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 48.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 48.7.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

- 48.7.6 becomes aware of a Data Loss Event.
- 48.8 The Processor's obligation to notify under Clause 48.7 shall include the provision of further information to the Controller in phases, as details become available.
- 48.9 Taking into account the nature of the processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 48.7 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- 48.9.1 the Controller with full details and copies of the complaint, communication or request;
 - 48.9.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 48.9.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 48.9.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 48.9.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 48.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 48. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 48.10.1 the Controller determines that the processing is not occasional;
 - 48.10.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 48.10.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 48.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 48.12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 48.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- 48.13.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 48.13.2 obtain the written consent of the Controller;
 - 48.13.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 48 such that they apply to the Sub-processor; and

48.13.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

48.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

48.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Authority may on not less than 30 Business Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

Where the Parties are Joint Controllers of Personal Data

48.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with Article 26 of the UK GDPR.

Where the Parties are Independent Controllers of Personal Data

48.17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

48.18 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.

48.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 48.17, 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.

48.20 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of this Contract.

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

48.21.1 to the extent necessary to perform the respective obligations under this Contract;

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

48.21.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country has been recognised as adequate by the UK government is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include the relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

(A) the UK International Data Transfer Agreement (the "**IDTA**") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(B) the European Commission's Standard Contractual Clauses per decisions 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

48.21.4 where it has recorded it in Schedule 32 (*Processing Personal Data*).

48.22 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

48.23 A Party processing Personal Data for the purposes of this Contract shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

48.24 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other party pursuant to this Contract and shall:

48.24.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

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

48.24.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data

Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

- 48.24.4 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.
- 48.25 Personal Data provided by the Authority to the Contractor may be used by the Contractor exclusively to exercise its rights and obligations under this Contract as specified in Schedule 32 (*Processing Personal Data*).
- 48.26 Personal Data shall not be retained or processed by the Contractor for longer than is necessary to perform its obligations under this Contract which are specified in Schedule 32 (*Processing Personal Data*).
- 48.27 Notwithstanding the general application of Clauses 48.3 to 48.15 to Personal Data, where the Contractor 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 48.16 to 48.26.

Standard Contractual Clauses

- 48.28 It is noted that on 28 June 2021 the European Commission made an implementing decision pursuant to Article 45 of the EU GDPR on the adequate protection of personal data by the United Kingdom which contains carve-outs for certain transfers outside of the EU to the UK of certain types of Personal Data (the "**UK Adequacy Decision**"). If any transfer of Personal Data which is subject to EU GDPR pursuant to this Contract is not covered by the UK Adequacy Decision or at any time during the term of the Contract the UK Adequacy Decision is:

- 48.28.1 withdrawn, invalidated, overruled or otherwise ceases to have effect, or
- 48.28.2 amended in such a way as to affect the transfers of Personal Data outside of the EU which are contemplated under this Contract,

Clauses 48.29 to 48.30 below shall apply.

- 48.29 The Parties agree:

- 48.29.1 that without any further action being required they have entered into the Standard Contractual Clauses in the European Commission's decision 2021/914/EU in respect of data transfers by the Contractor outside of the EU to the UK;
- 48.29.2 that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;
- 48.29.3 to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
- 48.29.4 that if there is any conflict between this Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.

- 48.30 In the event that the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time, the Parties agree:

- 48.30.1 that the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated in place of those in use at the time of such update, amendment, substitution, adoption or publication and that such incorporation is not a Change;
 - 48.30.2 that where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;
 - 48.30.3 to use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and
 - 48.30.4 that if there is any conflict between this Contract and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses shall apply.
- 48.31 For the purposes of this Clause and Schedule 32, the Parties agree that the following terms shall have the following meanings:
- 48.31.1 **"Controller"** has the meaning given in the UK GDPR or the EU GDPR as the context requires;
 - 48.31.2 **"Data Loss Event"** has the meaning given in the UK GDPR or the EU GDPR as the context requires;
 - 48.31.3 **"Data Protection Impact Assessment"** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
 - 48.31.4 **"Data Subject"** has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
 - 48.31.5 **"Data Subject Request"** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
 - 48.31.6 **"EEA"** means the European Economic Area;
 - 48.31.7 **"EU"** means the European Union;
 - 48.31.8 **"EU GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
 - 48.31.9 **"Independent Controller"** means a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
 - 48.31.10 **"Joint Controllers"** has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
 - 48.31.11 **"Law"** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning

of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

- 48.31.12 **"Processor"** has the meaning given in the UK GDPR or the EU GDPR as the context requires;
- 48.31.13 **"Processor Personnel"** means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
- 48.31.14 **"Protective Measures"** means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
- 48.31.15 **"Sub-processor"** means any third party appointed to process Personal Data on behalf of the Processor related to this Contract; and
- 48.31.16 **"UK GDPR"** has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018.

Schedule 2

Schedule 32: Processing Personal Data

1. Data Processing

1.1 This Schedule shall be completed by the Parties as Independent Controllers, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

1.2 The contact details of the Authority's Data Protection Officer are:

[Redacted Under FOIA Section 40 - Personal Information]

1.3 The contact details of the Supplier's Data Protection Officer are:

**Data Protection Officer, Serco Ltd, Enterprise House, 18 Bartley Wood Business Park,
Bartley Way, RG27 9XB**

Email: dpo@serco.com

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data.</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of all personal data processed in the running of the Emergency Planning College.</p>
Subject matter of the Processing	<p>The running of the Emergency Planning College for government. This involves employing staff and trainers, administering applications, courses and examinations, and all ancillary services such as accommodation, estates management, catering, CCTV and financial management.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The processing of customer / delegate personal data for operational purposes, to facilitate the delivery of the requested services offered by the EPC for example booking courses, processing payments, delegate management (dietary, ethnic / religious requirements)</p>
Duration of the processing	For the duration of this Contract, unless otherwise required by applicable law.
Nature and purposes of the processing	<p>The running of the Emergency Planning College for government. This involves employing staff and trainers, administering applications, courses and examinations, and all ancillary services such as accommodation, estates management, catering, CCTV and financial management.</p> <p>The processing of data for the purposes of co-ordinating, managing and delivering the contract services. The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation,</p>

Description	Details
	<p>use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The nature of processing will include the storage and use of names and business contact details as necessary to deliver the services and to undertake contract and performance management.</p>
<p>Type of Personal Data being processed</p>	<p>The types of personal data shall be as set out in the Emergency Planning College privacy policy, which is available at https://www.epcresilience.com/privacy-policy.</p> <p>The key categories of personal information which we may collect, store and use includes:</p> <ul style="list-style-type: none"> • Personal details: title, full name, business or home address, telephone numbers, email address, nationality, language/dialect spoken, job role, vehicle details, travel assistance requirements. • Family and Friends Information: dependents and contact details. • Public Identifiers: signatures, passport details, social media handles, photographs, video recordings (identifying physical characteristics) and any personal data collected through cookies. • Financial Details: purchase transaction history, card payment details. • Travel Information: travel and accommodation itinerary information. • Correspondence: social media postings, general correspondence. • Preferences: consents, permissions, or preferences that you have specified, such as whether you wish to subscribe to our mailing list or agree to our terms and conditions. • Sensitive Personal Data: health and medical information, racial or ethnic origin, religion.
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Employees (Authority / Serco) • Civil Servants • Associates • Customers • Delegates • Next of Kin • Subcontractors
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>At the end of the contract period the Contractor / Authority will securely destroy their electronic and manual records of the personal data.</p> <p>The customer information will be retained by Serco.</p> <p>Delegate information (to be agreed), for the purpose of delegate management, will be handed over (electronically) to the Authority subject to individual's consent.</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway</p>	<p>Data storage</p> <p><u>Internally hosted EPC data:</u></p> <p>The Emergency Planning College The Hawkhills Easingwold North Yorkshire</p>

Description	Details
	<p style="text-align: center;">YO61 3EG</p> <ul style="list-style-type: none"> Is stored/replicated or backed-up within the UK; and Is either stored on a local resilient server physically located at EPC or is stored on Microsoft OneDrive. EPC staff are all set to UK geo-location within our Office365 agreement which ensures that this data is held within the Microsoft UK data centres. <p><u>Hosted data:</u></p> <p>[Redacted Under FOIA Section 24 - National Security]</p>
<p>Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event</p>	<p>The Emergency Planning College (EPC) is operated by Serco Ltd for and on behalf of the UK Cabinet Office. The EPC governance framework is underpinned by the Serco Management System. The Serco Management System is a set of requirements and procedures that define how we operate and how we behave.</p> <p>Our Data Protection arrangements are set out in the Serco Group Privacy policy statement and managed through the Functional data protection policy.</p> <p>EPC Security arrangements</p> <p><u>People</u></p> <p>The Serco Essentials curriculum addresses the standards and behaviours required of all colleagues, including Serco's Code of Conduct, privacy, information security, bribery and conflict of interest. The curriculum is refreshed each year and is a critical contribution to maintaining a safe, harmonious and ethical workplace.</p> <p>This training is mandated for all Serco (EPC) employees.</p> <p>All Serco (EPC) employees sign the "IT Acceptable Use Policy".</p> <p>The EPC team to deliver the contract services will be cleared to BPSS as a minimum with Security Clearance (SC) if required.</p> <p><u>Systems</u></p> <p>The EPC standard IT infrastructure complies with BSI 27001 and the UK Government Cyber Essential Plus scheme.</p> <p>This includes the systems hardware and software which we propose to use to deliver the Services. These systems will be used to host data and documents up to and including the classification of Official – Sensitive.</p> <p>In addition to the Serco systems, and where applicable, the EPC will use the Cabinet Office's Resilience Direct platform, ResilienceDirect Hub Dashboard (the UK's secure web platform for exercising, planning, response and recovery) as a secure document sharing platform.</p> <p><u>Data Protection</u></p>

Description	Details
	<p>Data protection arrangements are managed by the EPC Data Protection Champion support by the Serco Data Protection Office. In Serco, we use a data protection tool called OneTrust, which is used to record our Data Inventories. and carry out all data process management/ processing activities.</p> <p>The EPC privacy policy is available online at https://www.epcresilience.com/privacy-policy.</p> <p><u>Data storage</u></p> <ul style="list-style-type: none"> • Internally hosted EPC data: <ul style="list-style-type: none"> ○ Is stored/replicated or backed-up within the UK; and ○ Is either stored on a local resilient server physically located at EPC; or is stored on Microsoft OneDrive. • EPC staff are all set to UK geo-location within our Office365 agreement which ensures that this data is held within the Microsoft UK data centres. <p><u>Hosted data:</u></p> <p>[Redacted Under FOIA Section 24 - National Security]</p> <p><u>Governance</u></p> <p>Relevant external awards</p> <ul style="list-style-type: none"> • CES+ • ISO 22301 – Business Continuity • ISO 9001 – Quality Management • BSI 27001 <p>The EPC is subjected to various internal audit, compliance and assurance reviews to ensure our operations are aligned to the Serco SMS and contractual customer requirements.</p> <p>Serco ICO Registration reference: Z5746980</p> <p>In the event of a breach the local contract management processes are established to inform and or escalate through Cabinet Office communications channels as necessary and inform contract SROs.</p>

Schedule 3

[Redacted Under FOIA Section 43 - Commercial Interests]

IN WITNESS whereof the Parties have executed and delivered this Deed of Variation as a deed on the date first written above.

EXECUTED as a **DEED** by) **Name:** [Redacted Under FOIA Section 40 - Personal
Information]
SERCO LIMITED)
acting by a director / authorised signatory,) **Title:** [Redacted Under FOIA Section 40 - Personal
Information]
but not delivered until)
the date specified on this deed,) **Signature:** [Redacted Under FOIA Section 40 -
Personal Information]
in the presence of:)

Signature of witness:[Redacted Under FOIA Section 40 -
Personal Information]

Name of witness:[Redacted Under FOIA Section 40 -
Personal Information]

Address: [Redacted Under FOIA Section 40 - Personal
Information]

.....
.....

EXECUTED as a **DEED** by) **Name:** [Redacted Under FOIA Section 40 - Personal
Information]
THE MINISTER FOR THE CABINET OFFICE)
acting by an authorised signatory,) **Title:** [Redacted Under FOIA Section 40 - Personal
Information]
but not delivered until)
the date specified on this deed,) **Signature:** [Redacted Under FOIA Section 40 -
Personal Information]
in the presence of:)

Signature of witness:[Redacted Under FOIA Section 40 -
Personal Information]

Name of witness:[Redacted Under FOIA Section 40 -
Personal Information]

Address:
.....
.....