

CHANGE CONTROL NOTICE (CCN)

Contract Title:	Contract for the Provision of the Civil Service People Survey (The Contract)		
Contract Reference:	CCZZ19A71-2	Contract Change Number:	CCN-003
Date CCN issued:		Date Change Effective from:	19/05/2022

Between: The **Cabinet Office** (The Customer) and **Qualtrics LLC** (The Supplier)

1. The Contract is varied as follows and such variation shall take effect from 19 May 2022. In the event of a conflict between the terms contained in this Change Control Notice and any terms contained in the Contract or Letter of Appointment, the terms in this Change Control Notice shall prevail:

- 1.1. The Term of the Contract shall be extended by 12 months (the "Extension Period"), such that the new Expiry Date shall be 18 May 2023;
- 1.2. The Customer's Project Specification at Annex A to the Letter of Appointment shall be deleted and replaced with the updated Customer's Project Specification at Annex A to this Change Control Notice;
- 1.3. The Supplier's Proposal at Annex B to the Letter of Appointment shall be deleted and replaced with the updated Supplier's Proposal at Annex B to this Change Control Notice;
- 1.4. The Contract Charges detailed in the Letter of Appointment shall be amended to include the following additional wording: "The maximum budget for the Extension Period between 19 May 2022 and 18 May 2023 shall be £550,000 (Ex VAT). If invoked the value of the second allowable extension between 19 May 2023 and 18 May 2024 will be agreed between both parties but will not exceed £700,000 (Ex VAT)" after the wording "Should the two (2) year extension be invoked, there will be a further £700,000 (Ex VAT) budget per annum."
- 1.5. The tables at Annex 1A (Contract Charges) to Schedule 6 (Contract Charges) to the Contract Terms shall be deleted and replaced with the updated table at Annex C to this Change Control Notice;
- 1.6. The Invoice Schedules at Annex 1B to Schedule 6 (Contract Charges) to the Contract Terms shall be deleted and replaced with the updated Invoice Schedules at Annex D to this Change Control Notice.
- 1.7. Clause 29.5.4 of the Contract Terms shall be deleted and replaced as follows:

"29.5.4 where the Personal Data is subject to GDPR, not transfer such Personal Data outside of the UK unless the following conditions are fulfilled:

 - (i) the transfer is in accordance with Article 45 of the GDPR (or section 73 of DPA 2018); or
 - (ii) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or DPA 2018 Section 75) as determined by the Customer;

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- (iii) the Data Subject has enforceable rights and effective legal remedies;
- (iv) the Supplier 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 Customer in meeting its obligations); and
- (v) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.”

1.8. A new Clause 29.5.4A shall be inserted after Clause 29.5.4 of the Contract Terms as follows:

“29.5.4A where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the following conditions are fulfilled:

- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
- (ii) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Customer;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
- (iv) the Supplier complies with its obligations under the EU GDPR 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 Customer in meeting its obligations); and
- (v) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

1.9. Clause 29.19 of the Contract Terms shall be deleted and replaced as follows:

“29.19 The Supplier will not cause the Customer to breach any of the Customer’s obligations under the Data Protection Legislation, to the extent the Supplier is aware (or ought reasonably to have been aware), that the same would be a breach of such obligations.”

1.10. The definitions within paragraph 1.6 of Schedule 1 (Definitions and Interpretation) to the Contract Terms shall be amended as follows:

(i) The definition of “GDPR” shall be deleted and replaced as follows: “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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, but for the avoidance of doubt “EU GDPR” shall be defined separately;”

(ii) A new definition of “EU GDPR” shall be added as follows: “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;” and

(iii) The definition of “Law” shall be deleted and replaced as follows: “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

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Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;”

1.11. Paragraph 4 of Schedule 7 (Processing, Personal Data and Data Subjects) to the Contract Terms shall be deleted and replaced as follows:

“4. At a minimum and subject to clauses 29.5.4 and 29.5.4A of the Contract Terms, all Data pursuant to this Contract shall be stored, processed and managed within the United Kingdom or the European Union provided (1) Cabinet Office's Users and respondents are located within the EU (2) that Cabinet Office do not use the optional subprocessors, and (3) the Cabinet Office only avails of our EU support team.

1.12. Paragraph 5 of Schedule 7 (Processing, Personal Data and Data Subjects) to the Contract Terms shall be deleted;

1.13. Paragraph 10.1.1 of Schedule 8 (Additional Clauses) to the Contract Terms shall be deleted and replaced as follows:

“10.1.1. Process Authority Data only at the Sites and such Sites must not be located outside of the UK and EU except where the Authority has given its consent to a transfer of the Authority Data outside of the UK and EU, to the extent necessary to comply with Authority’s instructions or the Authority Data is transferred to a Sub-Contractor located in a country outside of the UK or EU provided there is a binding agreement containing GDPR standard contractual clauses in place with the Sub-Contractor;”

1.14 The Service Credits – clause 12.10 of the contract shall be deleted and replaced with the updated Service Credits at Annex A to this Change Control Notice.

2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.

3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

Redacted Under FOIA Section 40, personal information

Change authorised to proceed by: (Customer’s representative)

[Redacted]
Deputy Commercial Director
June 28, 2022

[Redacted Signature]

Name and Job Title

Date

Print

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Crown
Commercial
Service

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Civil Service People Survey
Contract Reference: ICCZZ19A71

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Authorised for and on
behalf of the Supplier:

[Redacted Signature]

Signature

[Redacted Name], Director

Print Name and Job Title

28 June 2022

Date

Redacted Under FOIA Section 40, personal information

Authorised for and on
behalf of the Customer:

June 28, 2022

Signature

[Redacted Name]
Deputy Commercial

Print Name and Job Title

June 28, 2022
Director

Date

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