

This schedule is a generic schedule for use when applicable on either the National Residential, Fostering or Schools and Colleges Contract.

## SCHEDULE 6

### **AGREEMENT TO VARY THE NATIONAL CONTRACTS**

#### **PARTIES TO THE AGREEMENT**

**THIS AGREEMENT** is made on \_\_\_\_\_ (*insert date*) **BETWEEN** \_\_\_\_\_ ("the Purchaser") and \_\_\_\_\_ ("the Service Provider") and is supplemental to the National Contract dated \_\_\_\_\_ and made between the parties to this Agreement.

**The Purchaser and the Service Provider agree that:**

#### **1. The Contract is varied as detailed below:**

1. A new definition of "Data Protection Legislation" shall be included as follows:  
(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the Data Protection Act 2018 and then (ii) the Data Protection Act 2018 and any successor legislation to it or to the GDPR

2. Clause 8.9 shall be amended to read:

"A policy of open access for Learners to their own records will be employed, subject to the relevant Regulations in Data Protection Legislation and the relevant Records Regulations."

3. Clause 8.11 shall be amended to read:

"Both parties may collect and maintain information which will be processed manually or by computer and used in accordance with their respective needs under the terms of the Data Protection Legislation. Both parties undertake to fully comply with the requirements and principles of Data Protection Legislation and information held by either party may be disclosed to other agencies where permitted by law and in accordance with any applicable transparency requirements.

4. Clause 9.2 shall be amended to read:

"Both parties will have a policy on confidentiality which accords with the principles of the Data Protection Legislation and will have mechanisms in place to ensure full compliance."

5. New clauses 8.15 to [8.19] shall be inserted as follows:

"8.15 Notwithstanding the generality of clause 8.11, each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate,

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pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

8.16 Each party shall ensure that all personnel who have access to and/or process personal data for the purposes of this Agreement are obliged to keep the personal data confidential.

8.17 Each party shall give the other reasonable assistance, at the requesting party's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

8.18 Each party shall notify the other promptly on becoming aware of any breach of security relating to personal data received from or processed on behalf of the other party under this Agreement.

[8.19 Notwithstanding each party's obligations under clause 8.11, to the extent that the parties agree that one party (the "data processor") will process personal data on behalf of the other (the "data controller") in connection with this agreement, the data processor shall, in relation to any such processing:

8.19.1 carry out that processing only on the written instructions of the data controller;

8.19.2 at the written direction of the data controller, delete or return personal data processed solely on behalf of the data controller (and copies of such personal data) on termination of the agreement unless required by law to store the personal data;

8.19.3 not transfer such personal data outside the European Economic Area for the purposes of the processing without the prior written consent of the authority; and

8.19.4 not appoint a third party processor of personal data in respect of such processing without the prior written consent of the Authority.]"

**2. The Contract shall as from \_\_\_\_\_ be deemed to have been varied to give effect to this Agreement and subject to such variation shall continue in full force and effect.**

### **3. Parties to the Agreement**

**PURCHASER:**

**Name:**

**Designation:**

**Signature:**

**Dated:**

**PROVIDER:**

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<b>Name:</b>	<input type="text"/>		
<b>Designation:</b>	<input type="text"/>		
<b>Signature:</b>	<input type="text"/>	<b>Dated:</b>	<input type="text"/>