Note: corrections of typos and minor errors not listed.

General guidance on the terms may be obtained by contacting: procurementlawyers@governmentlegal.gov.uk.

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<tr>
<td><strong>Interpretation</strong></td>
<td>Definitions and Interpretation: 1.2(e)</td>
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“Where the Effective Date of this Agreement is prior to Exit Day any reference in this Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):

i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day, as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal Act) 2018 as modified by domestic law from time to time; and

ii) any reference to any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

| Clause 39 | Clause 39.3 has been amended to read: |
“39.3 The Supplier shall during the term of this Agreement:

(a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

(b) have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

(c) keep appropriate records of its compliance with its obligations under Clause 39.3(a) and make such records available to the Authority on request; and

(d) comply with any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.”

**Clauses 23**

Protection of Personal Data has been updated to include:

- updates in respect of the update of GDPR PPN 03/17 by GDPR PPN 02/18. Primarily use of “Data Subject Request” instead of “Data Subject Access Request” and Clause 23.5(b) which provides for a right of the controller to reject “protective measures” as opposed to an obligation to approve by them.

- provisions on independent control of personal data and point to an Annex on Joint Control in addition to the existing controller to processor provisions introduced into the previous version to reflect the new requirements of the GDPR in accordance with PPN 18/02

**Definitions**

Paragraph c(ii)) of the definition for ‘Prohibited Act’ has been amended as follows:
“c(ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or”

New definition for Associated Person as follows:

“Associated Person” has the meaning set out at Section 44(4) of the Criminal Finances Act 2017.

New definition for Exit Day as follows:

“Exit Day” shall have the meaning as defined in the European Union (Withdrawal Act 2018).

“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 Agreement

“Independent Control” to cover the new provisions set out in Clause 23.

SCHEDULE 11 (Processing Personal Data) Joint Controller template introduced where placeholder was previously provided as an Annex to this Schedule.