

DATED

29TH JANUARY 2021

VARIATION No 2 OF THE COLLABORATION AGREEMENT

BETWEEN

PUBLIC HEALTH ENGLAND

AND

NHS BLOOD AND TRANSPLANT

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SCHEDULE 1 Original Agreement

THIS VARIATION Number 2 is dated 29th January 2021

PARTIES

(1) **Public Health England**, an executive agency of the Department of Health and Social Care, which expression shall include its successors in title, with offices at Public Health England, Porton Down, Salisbury, Wiltshire SP4 0JG (PHE)

(2) **NHS Blood and Transplant**, a Special Health Authority established under SI 2005 No 2529 whose registered address is 500, North Bristol Park, Filton, Bristol, BS34 7QH (NHSBT)

BACKGROUND

- (A) PHE and NHS Blood and Transplant are parties to the Collaboration Agreement dated 21st April 2020 (**Original Agreement**), a copy of which is attached as a schedule to this Variation Number 2.
- (B) The Parties wish to amend the Original Agreement as set out in this Variation Number 2 with effect from the date of this Variation Number 2 (**Variation Date**).
- (C) This Variation Number 2 shall be on all other terms and conditions as stated in the Original Agreement.
- (D) This Variation Number 2 shall be binding upon and inure to the benefit of the Parties, their successors, and personal representatives.

AGREED TERMS

1. TERMS DEFINED IN THE ORIGINAL AGREEMENT

In this Variation Number 2, expressions defined in the Original Agreement and used in this Variation Number 2 have the meaning set out in the Original Agreement. The rules of interpretation set out in the Original Agreement apply to this Number 2

2. VARIATION

- 2.1 With effect from the Variation Date the Parties agree the following amendments to the Original Agreement:

Extending the duration of the Original Agreement	<p>The entire text of clause 2.2 from the Original Agreement is to be deleted and replaced with the following wording:</p> <p>This agreement shall continue, unless terminated earlier in accordance with this agreement, until 31st March 2022 when it shall terminate automatically without notice.</p>
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3. GOVERNING LAW

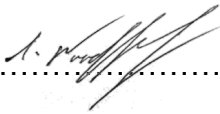
This Variation Number 2 and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

4. JURISDICTION

- 4.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Variation Number 2 or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF the Parties hereto have signed by their duly authorised representatives on the date first above written:

Signed by Neil Woodford, Deputy Director NIS Labs
on behalf of **Public Health England**


.....

Director

Signed by Gail Hawthorne, Head of Contracts
on behalf of **NHS Blood and Transplant**


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SCHEDULE 1

The Original Agreement, updated with Variation Number 1

