

VARIATION FORM - REGULATORY PLATFORM IMPLEMENTATION PARTNER

No of Order Form being varied:

Variation Form No: 3

Variation Change Name: Change to Contract value & additional CQC signatory.

This Variation Form is signed on [] and takes effect on [04th March 2022] ("**Effective Date**").

BETWEEN:

Care Quality Commission, whose main address is at City Gate, Gallow Gate, Newcastle upon Tyne NE1 4PA (the "**Buyer**"); and

KPMG LLP, a limited liability partnership under number OC301540 whose registered address is at 15 Canada Square, Canary Wharf, London E14 5GL (the "**Supplier**").

The Buyer and the Supplier are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Background

The Parties entered into the Call Off Contract (reference number CQC ICTC 853) dated 21 August 2020. Pursuant to this Call Off Contract, the Supplier was appointed as the Buyer's implementation partner for delivery of the Buyer's Regulatory Platform Programme.

Part A – Order Form of the Contract stated a Call Off value of up to £7,476,000 inclusive of VAT. Due to Non-Regulatory Platform related work packages being generated beneath the umbrella of the Implementation Partner Contract, CQC wish to increase the Call Off Contract value up to 50% in compliance with the public procurement regulations.

This value variation will uplift the awarded contract value from £7,476,000 to £11,214,000 inclusive of VAT, the contract duration will remain the same with the Contract initial two-year term expiring on 20th August 2022.

In addition to the value increase CQC wish to acknowledge Tracey Forester Director of Registration Service and NCSC has been appointed as the third Senior Responsible Owner for the Regulatory Programme and can proceed to act as an authorised signatory on behalf of the Buyer and countersign all Work Packages and accompanying Change Requests.

IT IS HEREBY AGREED AS FOLLOWS:

1. Words, definitions and expressions in this Variation shall have the meanings given to them in the Call Off Contract.
2. Save as to the extent that the same is hereby amended and varied, the Call Off Contract shall continue in full force and shall be deemed from the Effective Date to operate as though the amendments hereby made were incorporated therein.

3. In the event of conflict between the terms of this Variation and the Call Off Contract, the Parties agree that the terms of this Variation shall prevail.

4. The Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

- a. The Parties agree to amend the Call-Off Contract value section of the Call Off Order.

The Call-Off Contract signed on the 21 August 2020 states the total value of this Call-Off Contract is up to £6,230,000 ex VAT (£7,476,000 inc VAT)

The above value profile in the Call Off Contract Order Form shall be deleted and replaced with the following:

Call-Off Contract Value: The total value of this Call-Off Contract is up to £9,345,000 ex VAT (£11,214,000 inc VAT).

- b. The Parties agree to amend the Definitions within section 2(f) of the Supplemental requirements in addition to the Call Off terms section of the Call Off Order.

The Parties acknowledge and agree that:

- (i) a Work Package and accompanying Change Requests shall not be valid unless signed by either [REDACTED] - Programme SRO, [REDACTED] Chief Digital Officer or [REDACTED] of Registration Service and NCSC acting on behalf of the Buyer and either [REDACTED] – Solutions Director and [REDACTED] – International Development Director acting on behalf of the Supplier.

5. The Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address Care Quality Commission, Citygate, Gallowgate,
Newcastle Upon Tyne, NE1 4PA.
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Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address KPMG LLP (UK), 15 Canada Square, London E15
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