

**THIS AGREEMENT** is made on 1<sup>st</sup> April 2021

**BETWEEN:-**

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Department**"); and
- (2) **CODE ENIGMA LIMITED.** (No: [7390130]) whose registered office is situated at **5 St John's Lane, London, EC1M 4BH** ("**Contractor**").

**RECITALS:-**

- (A) The Department and the Contractor entered into a G Cloud 11 call-off Agreement dated 01 August 2020] with the Department's reference number of Contract\_6685 ("**Original Contract**") and for the provision of Informatica Cloud Services, Informatica Skills - advise and expertise to setup and configure Informatica Products on the DfE estate.
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is **CCN-001**.

**IT IS AGREED** as follows:-

1. **CONSIDERATION**

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract.

2. **VARIATION OF THE ORIGINAL CONTRACT**

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.
- 2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.
- 2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. **SEVERABILITY**

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

**4. AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

**5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

**6. GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

**EXECUTED** by the parties on the first date in this Agreement.

**Authorised to sign for and on behalf of  
the Department for Education**

Signature

Date

Name in Capitals

Address in full

**Department of Education  
2 St Paul's Place,  
125 Norflok Street,  
Sheffield  
S1 2FJ**

**Authorised to sign for and on behalf of  
the Code Enigma Limited**

Signature

Date

Name in Capitals

Address in full

**5 St John's Lane,  
London,  
EC1M 4BH**

## **ANNEX 1**

### **VARIATIONS TO ORIGINAL CONTRACT**

All references to Clauses in this Annex 1 are to Clauses in the Original Contract.

1. **PART A – ORDER FORM – EXPIRY DATE** shall be amended in its entirety to:

Initially 12 months to 31<sup>ST</sup> MARCH 2021 and following the extension of the contract for a further 12 months shall expire on 31<sup>ST</sup> MARCH 2022.

2. **PART A - ORDER FORM - CALL-OFF CONTRACT VALUE** shall be amended in its entirety to read:

Up to a maximum £10,000 (Excluding VAT) over the entire term of the contract. The contract will be used via a call off arrangement so there is no guarantee of this level of spend. The estimated call off shall not exceed £10,000 following the increase of the current contract value from £5,000 to £10,000 (GBP excluding VAT).

3. **PART A - ORDER FORM - CALL-OFF CONTRACT CHARGES AND PAYMENT – CALL OFF CONTRACT VALUE** shall be amended in its entirety to read:

The total value of this Call-Off Contract is up-to a maximum of £10,000 (Excluding VAT) over the entire term of the contract..