

THIS AGREEMENT is made on

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) **ECCTIS Limited** whose registered office is at Suffolk House 68-70 Suffolk Road, Cheltenham, GL50 2ED and registered in England and Wales no. 2405026 ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 1st January 2020 with the Department's reference number of project_126 ("**Original Contract**") for the purposes of running the National Europass Centre in the UK.
- (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 **project_126a**.

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 in accordance with **Clause 18 (Variation)**.

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 Secretary of State for Education**



**Authorised to sign for and on behalf of
the ECCTIS Ltd**



ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1. **Clause 2** shall be amended in its entirety to read:

The Contractor shall commence the Services on 1st January 2020 and, subject to Clause 10 shall complete the Services on or before 31st December 2020.

2. **Clause 7** (Governance and Reporting) in Schedule 1 shall be amended to include the following deadlines:

The Supplier should submit the below management reports to the outlined stakeholders as per the schedule below:

Document Title/ Frequency	Document Purpose / content headings	Provided by	Provided to	Timing
Headline Annual Report	Report on Europass Service	Supplier	DfE	February 2020 & February 2021
Final Report	Report to the EC	Supplier	European Commission	February 2021

In addition, The UK National Europass Centre will submit informal management reports to the Department (in a format to be agreed at Project start-up) according to the following schedule:

Covering the period from:	Submission deadline:
1 January 2020 – 31 March 2020	30 April 2020
1 April 2020 – 30 June 2020	31 July 2020
1 July – 30 September 2020	31 October 2020
1 October – 31 December 2020	31 January 2021

3. **Clause 1.4** in **Schedule 2** shall be amended in its entirety to read:

The Department will contribute additional financing to enable the UK National Europass Centre to manage its work efficiently under the applicable European Union rules. This additional financing will be provided in pounds sterling (£). For the 12 month period of this contract, the Department's contribution shall not exceed **£80,496** exclusive of VAT.

4. **Table 2** in **Schedule 2** shall be amended to include the following payments:

Project Milestone	Payment Amount	Payment Date
End of Work Programme 2019 Q4 (tasks up to 31 st March)	£20,124 (made on provision of evidence of completion of deliverables)	30 th April 2020
End of Work Programme 2020 Q1 (tasks up to 30 th June 2020)	£20,124 (made on provision of evidence of completion of deliverables)	31 st July 2020
End of Work Programme 2020 Q2 (tasks up to 30 th September 2020)	£20,124 (made on provision of evidence of completion of deliverables)	31 st October 2020
End of Work Programme 2020 Q3 (tasks up to 31 st December 2020)	£20,124 (made on provision of evidence of completion of deliverables)	31 st January 2021