

Variation Agreement

To the Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) for a Finance System Design and Implementation Partner

- (1) **Care Quality Commission**
- (2) **Tisski Limited**

Dated

24th January 2024

This Variation Agreement is made the 24th day of January 2024

Between:

- (1) **CARE QUALITY COMMISSION** of Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA (**CQC**); and
- (2) **TISSKI LIMITED** incorporated and registered in England and Wales with company number 07751400 whose registered office is at Unit 1a - 1b Millennium Way, Pride Park, Derby, England, DE24 8HZ (**Tisski**).

Background:

- (A) CQC and Tisski are parties to an agreement for a Finance System Design and Implementation Partner dated 25 January 2022 (**Agreement**), as part of CQC's Finance Transformation Project. A copy of the Agreement is attached as Schedule 1 to this Variation Agreement.
- (B) Under the Variation Agreement dated 24 April 2023, the Agreement was initially extended to 25 January 2024. [REDACTED]
- (C) CQC has made a request in writing to Tisski to further extend the Term of the Agreement and Tisski has accepted this request.
- (D) The parties therefore wish to amend the Agreement as set out in this Variation Agreement with effect from 26th January 2024 (the **Effective Date**) in accordance with Clause 32.1 (Variation process) of the Agreement.

It is agreed as follows:

1 Variation

- 1.1 With effect from the Effective Date, the "Expiry date" in the Order Form of the Agreement shall be amended as follow:

Expiry date	30th June 2024
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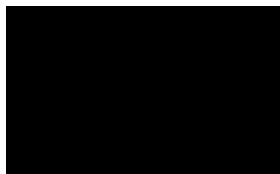
- 1.2 The Agreement, including any previous Variation Agreements subsequently entered into by both parties, shall remain effective and unaltered except as amended by this Variation.

2 Governing law and jurisdiction

- 2.1 This Variation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by and will be interpreted in accordance with the law of England and Wales.
- 2.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Variation Agreement or its subject matter or formation.

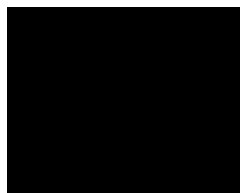
Schedule 1

Agreement (dated 25 January 2022)



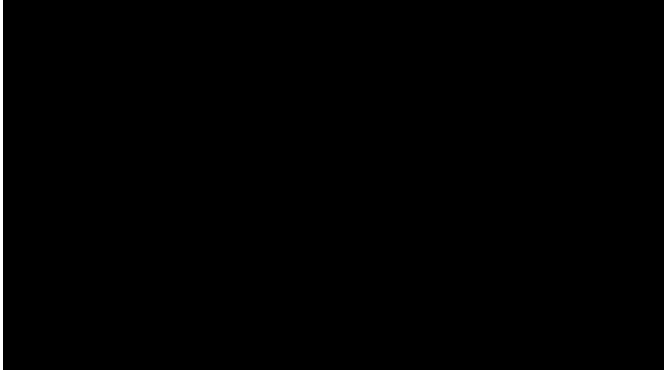
Schedule 2

Variation Agreement (dated 24 April 2023)

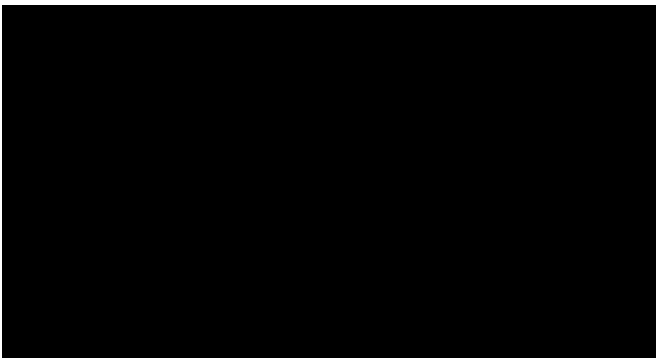


FOR AND ON BEHALF OF THE SUPPLIER:

Authorised Signatory 1:



Authorised Signatory 2:



FOR AND ON BEHALF OF THE BUYER:

Authorised Signatory:

