

THIS AGREEMENT is made on the 28th February 2019

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) **Sol-Tec Limited** (Company number: 02723912) whose registered office is situated at Thames Court, 2 Richfield Avenue, Reading, RG1 8EQ ("**Contractor**").

RECITALS:-

The Department and the Contractor entered into a G-Cloud 10 Call off Agreement dated 1st April 2019 with the Department's reference number of ICT2019/004 ("**Original Contract**") for the purposes of providing Azure Technical Delivery & Consultancy Services.

- (A) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (B) The Department's reference number for this Variation Agreement is ICT2019-004-01.

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 SR1 Change Control Template Form v1.3.

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.

Version 26th October 2017

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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: <REDACTED>

Date: 6th March 2019

Name in Capitals: <REDACTED>

Address in full:

DfE, Sanctuary Buildings
20 Great Smith Street, London,
SW1P 3BT

**Authorised to sign for and on behalf
of Sol-Tec Ltd**

Signature: <REDACTED>

Date: 28 February 2019 | 13:23 GMT

Name in Capitals: <REDACTED>

Address in full:

Thames Court,
2 Richfield Avenue,
Reading, Berkshire,
RG1 8EQ

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 - CALL-OFF CONTRACT VALUE** shall be amended in its entirety to read:

The estimated call off shall not exceed £2,750,000 excluding VAT following the increase of current contract value from £2,500,000 to £2,750,000.

All requests for work, within scope of the agreement, shall be initiated by an authorised employee of the Customer by means of a 'Request for Quote' (RFQ) that must be agreed and signed off by the DfE with budget approval for the spend. This RfQ will be will be emailed to the Supplier's nominated representative by a member of the Contracts and Commercial Team. The work will be in the form of individual work packages, detailing the specific requirement and timescales needed. The payment profile for each work package will be linked where appropriate, to the milestones and outputs agreed between the Customer and Supplier before work initiation.

A purchase order must be in place before any work can commence.

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

Up to but not to exceed two million, seven hundred and fifty thousand pounds (£2,750,000) GBP ex VAT.

These will be as per the G Cloud rate card below:

<https://assets.digitalmarketplace.service.gov.uk/gcloud-10/documents/700197/173633811060746-sfia-rate-card-2018-05-21-1246.pdf>