



# Crown Commercial Service

## Crown Commercial Service

7<sup>th</sup> Floor, Aviation House, 125 Kingsway, London WC2B 6NH

T REDACTED

E [managedprocurementservice@crownccommercial.gov.uk](mailto:managedprocurementservice@crownccommercial.gov.uk)

<https://www.gov.uk/ccs>

REDACTED

Social Mobility Foundation  
1st and 2nd Floor,  
43-47 Leadenhall Market,  
London EC3V 1LR

CCS Ref: SO13629

17<sup>th</sup> August 2015

Dear REDACTED

### Re: Award of Contract Novation for Social Mobility Internship Programme

You will be aware that the above named contract is moving from the Cabinet Office to HMRC. Please find enclosed the accompanying contract novation letters, which formally transfers this contract to the HMRC.

You are required to sign all three copies of the enclosed letter and keep one of the letters for your record and return the two remaining letters to the above address.

To support the transfer of the contract into HMRC you will need to send your invoices for payment directly to the address listed below. The new invoicing arrangement is to commence on the date stated in the contract novation letter.

HMRC, Contact for Invoice purposes,

REDACTED

### REDACTED

A correct invoice must include the following:

- Date
- Supplier name and contact details
- Supplier bank details
- Purchase order number
- The agreed charge or, if different from the agreed charge, an explanation for the difference
- Confirmation that the goods or services detailed have been fully performed or delivered

Please ensure you annotate your invoice with the relevant purchase order number. If there is no purchase order number, this will constitute an incorrectly rendered invoice and will result in the payment not being processed until such time as a correct invoice is received.

**Please note that this is not a change to the agreed terms and conditions under which you supply to us.**

For day to day queries regarding processing of invoices or payments once the contract is novated, please contact REDACTED, Her contact details are:

REDACTED

Please ensure that this letter is passed to the appropriate person in your organisation.

I would be grateful if you can sign three copies of this letter, confirming your acceptance of this contractual change, and return these within 7 (seven) working days to the contract lead:

REDACTED

Cabinet Office, 3<sup>rd</sup> Floor, 1 Horse Guards Road, London, SW1A 2HQ

Yours faithfully

REDACTED

## AGREEMENT REGARDING TRANSFER OF CONTRACT

### Parties to the Agreement

1. This agreement is made the 11<sup>th</sup> day of August 2015 between:
  - (a) The Cabinet Office (the "Transferor") of 22 Whitehall, London, SW1A 2WH ; and
  - (b) HM Revenue and Customs (HMRC) (the "Transferee") of Bush House, Strand, London WC2B on behalf of Civil Service Resourcing; and
  - (c) Social Mobility Foundation (the "Contractor") of 100, New Bridge Street, London, EC4V 6JA.

### The Contract

2. The Contract concerned is that awarded by the Cabinet Office to the Contractor under the Contract titled: 'Whitehall Social Mobility Internship Programme' and dated 30<sup>th</sup> March 2012, to the terms and conditions of the contract agreed between them.

### Transfer Date and Details

3.
  - (a) The Contract will be transferred from Transferor to the Transferee on the 11<sup>th</sup> day of August 2015
  - (b) From the date of transfer:
    - (i) All references to the Cabinet Office in the agreed contractual documents will be interpreted as the Transferee.
    - (ii) The Designated Officer in the Transferee responsible for the management of the Contract will be that person notified to the Contractor at the time of the transfer.
    - (iii) The Cabinet Office will have no further financial or other liability under the Contract, such liability being transferred to the Transferee.
    - (iv) The Transferee will be responsible for negotiating directly with the Contractor any future extension to the Contract and/or any changes to services, service levels, price, etc that may be required.

### Transferor Undertaking

4. The Transferor agrees to the above transfer and discharges the Contractor from all claims, demands and liability arising under the Contract after the transfer date.

### Transferee Undertaking

5. The Transferee undertakes to perform the Contract in so far as the obligations in question arise upon and after the transfer date and to accept and fulfil all liabilities on the same basis. The Transferee agrees to be bound by the terms of the Contract from the date of transfer only in place of the Cabinet Office and confirms that, subject thereto, the Contract remains in full force and effect.

### Contractor Undertaking

6. The Contractor releases and discharges the Cabinet Office from all claims, demands and liability arising under the Contract after the transfer date, accepts the Transferee as a party to the Contract in place of the Cabinet Office from that date and confirms that in all respects the Contract remain in full force and effect. The Contractor undertakes to perform the Contract (so far as not performed) and to accept and to fulfil all its liabilities and obligations under the Contract.

### Transferor Warranty

7. The Transferor warrants to the Transferee that it has performed and observed all obligations, claims, demands and liabilities under the Contract up to the transfer date.

### Transferee Warranty

8. The Transferee warrants to the Transferor that it will perform and observe all obligations, claims, demands and liability under the Contract from the transfer date.

**Law and Jurisdiction**

9. The validity, construction and performance of this Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Cabinet Office Signature: ..... Date: .....

Cabinet Office Name: ..... Position: .....

Transferee Signature:..... Date: .....

Transferee Name: ..... Position: .....

Contractor Signature: ..... Date: .....

Contractor Name: ..... Position: .....