

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) **National Foundation for Education Research (NFER)** whose registered office is at The Mere, Upton Park, Slough, Berkshire SL1 2DQ ("the 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_268** ("**Original Contract**") for the purposes of providing the services of the Eurydice National Unit for England, Northern Ireland and Wales.
- (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_268a**.

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 Schedule 3, Clause 16.

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
National Foundation for Education
Research**



ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1 Clause 2 of the contract shall be amended in its entirety to read:

The Contractor shall commence the Services on 01/01/2020 and, subject to Clause 10.1 shall complete the Services on or before 31/03/2020.

2 Clause 4 of Schedule 1 shall be amended to incorporate the following content covering the extension period to read:

SCHEDULE OF WORK

The Contractor will be required to complete the deliverables and tasks in the table below between 1 February 2020 and 31 March 2020. This is in line with the Education Work Programme 2019/20 for EACEA A7 and the Eurydice Network dated May 2018 that apply to Eurydice national units, except where superseded by later EACEA Work Plans, which the Contractor will do its best to accommodate within the funding provided, which shall include any reasonably required handover of forward planning activities to be undertaken within 30 days of the end of this Contract. The Department will detail the requirement for any such additional activities to enable the Contractor to plan accordingly.

Deliverable description	Key products or outputs	Quality measures	Timing
Effective programme and project management.	Provision of monthly reports to DfE on: <ul style="list-style-type: none"> • key risks • issues • progress against the Eurydice work programme 	<ul style="list-style-type: none"> • Monthly progress reports completed 	<ul style="list-style-type: none"> • Report for February completed by 28 February 2020 • Report for March completed by 31 March 2020
Effective communications with and engagement of stakeholders and national government representatives in the Eurydice work programme.	<ul style="list-style-type: none"> • Attendance at one Eurydice Network meeting if required • Consultation with key stakeholders during the course of each study as appropriate (seeking national government representatives' and stakeholders' views on the draft questionnaire and/or a draft of the study to check the accuracy of our interpretation) 	<ul style="list-style-type: none"> • Consultations take place on network studies as appropriate 	<ul style="list-style-type: none"> • Provide feedback to EACEA on papers by 7 February 2020 • Stakeholders consulted with for relevant studies as appropriate
National descriptions: update and publish online articles for EWN for the Eurydice National Descriptions of Education	<ul style="list-style-type: none"> • Provide feedback to EACEA on the Guide to content • Accurate and up-to-date information on EWN 	<ul style="list-style-type: none"> • Updated articles are in line with EACEA style guidance and comply with the 	<ul style="list-style-type: none"> • Provide guide to content feedback by 14 February 2020 • Chapter on current

Systems	available from EACEA's platform for the national education systems descriptions	update and quality assurance requirements issued March 2019	reforms updated and published by 31 March 2020
Studies: provide content on EWN for Eurydice Network Thematic Comparative Reports and Key Data and/or quality assure EACEA's reporting of this content. These studies are live within the time period: <ul style="list-style-type: none"> Teachers and TALIS Tackling inequalities Mobility Scorecard 2019 Adult education and training 	<ul style="list-style-type: none"> Comments on draft scoping notes / data collection instruments completed on time and assesses feasibility of data ask in relation to UK specific context and available data Initial data collection completed on time and contains accurate and up-to-date information for EWN for studies Response to data cleaning enquiries completed on time Review of draft outputs ensures that EWN are accurately represented 	<ul style="list-style-type: none"> EACEA approval of content provided 	<ul style="list-style-type: none"> Teachers (combined with TALIS data): response to data cleaning enquiries completed by 31 March 2020 (subject to EACEA providing queries by 1 March 2020) Tackling inequalities: final quick reading of parts 1 and 2 and checking of part 3 started and potentially completed by 31 March 2020¹ (subject to EACEA providing text by mid March 2020) Adult education and training: if required, stakeholder consultation and comments on draft collection instruments initiated² by 31 March 2020 (subject to EACEA providing documents by 24 March 2020)
Facts and figures: submit data on EWN for the Facts and Figures series.	<ul style="list-style-type: none"> Accurate and up-to-date data for EWN provided to EACEA on time 	<ul style="list-style-type: none"> EACEA approval of data provided 	<ul style="list-style-type: none"> 2019 Teachers' and Heads' Salaries data collection response to data cleaning inquiries completed by 28 February 2020
Facilitate knowledge sharing, by conducting a range of dissemination activities for Eurydice publications.	<ul style="list-style-type: none"> For each Eurydice publication, promotion of the output via the Eurydice at NFER website and Eurydice@NFER Twitter account Produce and circulate one EurydiceDirect newsletter 	<ul style="list-style-type: none"> Production of tweets and online promotion of each report Production of one EurydiceDirect newsletter 	<ul style="list-style-type: none"> Produce a newsletter by 31 March 2020
Facilitate knowledge sharing through making the network's question and answer service available to national policy making in EWN and	<ul style="list-style-type: none"> Provide DfE with an update on question and answer activities in 2020 Draft and post DfE enquiries to the network if required 	<ul style="list-style-type: none"> DfE receipt of update on question and answer activities DfE approval of enquiries from 	<ul style="list-style-type: none"> Produce a report on question and answer activities in Feb and March 2020 by 31 March 2020

¹ Bilateral exchanges may not be concluded by the end date of this contract.

² Collation of stakeholder responses and completion of comments on data collection instruments anticipated to fall beyond the end date of this contract.

