

THIS AGREEMENT is made on 19th December 2025

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) **Arvato Limited** (No: 03923307 whose registered office is situated at One Fleet Place, London, EC54M 7WS ("**Contractor**").

RECITALS: -

- (A) The Department and the Contractor entered into a Contract for Customer Engagement Centre (CEC) Services dated 20th May 2021 with the Department's reference number of CEC Call Off Order form - 803 ("**Original Contract**") for the purposes of provision of Customer Engagement Services.
- (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 014.

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 5.3, Call Off Schedule 2, Annex 1, Appendix 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.

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

Signature **[REDACTED]**

Date **[REDACTED]**

Name in Capitals **[REDACTED]**

Address in full **[REDACTED]**

Authorised to sign for and on behalf of Arvato Limited

Signature 1 **[REDACTED]**

Date **[REDACTED]**

Name in Capitals **[REDACTED]**

Address in full **[REDACTED]**

Signature 2 **[REDACTED]**

Date **[REDACTED]**

Name in Capitals **[REDACTED]**

Address in full **[REDACTED]**

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

Call Off Order Form being varied: CEC Call Off Order Form - 803

Background

1. Pursuant to the contract for the provision of Customer Engagement Centre (CEC) services – Contact Centre Services Framework Agreement (RM3815) dated 1 of June 2017 as amended from time to time, including any variations agreed since its commencement, the Customer and Supplier entered into a Call Off agreement (Call Off Order Form) dated 20 of May 2021 that constitutes an Order, subject to the Call-Off Terms (collectively together referred to hereinafter as the “Contract”).
2. The Parties have agreed to vary the Contract as set out in this Variation Form.
3. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.

Section A

In PART 1 - CALL OFF ORDER FORM, SECTION B at paragraph 1.2 Expiry Date, there is a provision for a Call Off Extension Period for a maximum of two (2) years from end of the Call Off Initial Period, extended on an annual basis.

PART 2 – CALL OFF TERMS: TERMS AND CONDITIONS, SECTION C DURATION OF CALL OFF CONTRACT Clause 5.2 permits the extension as stated in the Call Off Order Form.

Section A of Paragraph 5 of this variation details the amendments to the contract to reflect the Parties intention to extend the Term by two (2) years.

Section B

Call-Off Contract Period

Part 1.2 Expiry Date

The Department wishes to exercise its right under PART 2 – CALL OFF TERMS: TERMS AND CONDITIONS, SECTION C DURATION OF CALL OFF CONTRACT Clause 5.2 to confirm the two-year extension period as varied by Section A of this variation 014.

The Department also wishes to affirm the right to direct the Supplier via change control to flex Service Lines in or out. Similarly, the Department retains the right to flex resources via the agreed workforce planning process.

The Department has highlighted a potential change with some materiality linked to Department for Work and Pensions (DWP) and skills development for adults.

Section B of Paragraph 5 of this variation confirms the Parties intention to proceed with the extension ensuring that the Department's future plans remain central to the decision.

4. This Call Off Contract is varied as follows:

Section A

CURRENT AGREEMENT WORDING:

PART 1 - CALL OFF ORDER FORM, SECTION B paragraph 1.2 Expiry Date

Call Off Extension Period: Maximum of up to two (2) years from end of the Call Off Initial Period, extended on an annual basis

REVISED AGREEMENT WORDING:

PART 1 - CALL OFF ORDER FORM, SECTION B paragraph 1.2 Expiry Date

Call Off Extension Period: two (2) years from end of the Call Off Initial Period from 17/08/2026 to 16/08/2028.

Section B

CURRENT AGREEMENT WORDING:

CALL OFF SCHEDULE 1: DEFINITIONS

"Call Off Expiry Date" means:

- (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or
- (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;

REVISED AGREEMENT WORDING:

CALL OFF SCHEDULE 1: DEFINITIONS

"Call Off Expiry Date" means:

- (a) the end date of the Call Off Extension Period; or
- (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;

5. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
6. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.