

**THIS AGREEMENT** is made on 25 March 2021.

**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) **FRANCIS GORDON ASKEW**, whose registered address is [REDACTED] ("**Contractor**").

**RECITALS:-**

- (A) The Department and the Contractor entered into a Contract for Services dated 7 October 2020 with the Department's reference number of 6575 ("**Original Contract**") for the purposes of delivering an update of the Letters and Sounds (phonics) programme handbook.
- (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 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 Clause 10.

2. **VARIATION OF THE ORIGINAL CONTRACT**

- 2.1 Assumed to have been effective from 3 December 2020, 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 Signature]

Date

26 March 2021

Name in Capitals

Farah Ziaulla

Address in full

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

**Authorised to sign for and on behalf of  
Francis Gordon Askew**

Signature

[Redacted Signature]

Date

25 March 2021

Name in Capitals

Francis Gordon Askew

Address in full

[Redacted Address]

## ANNEX 1

### VARIATIONS TO ORIGINAL CONTRACT

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

1. Clause 1 in Schedule 2 shall be amended to include the following definitions: additional 2.5 days work at £500 per day to be completed by 31<sup>st</sup> March 2021.

Daily Rate	£500.00
Maximum number of days	27.5
Maximum Contract Value- Net	£13,750.00
Contract Start Date	07.10.2020 (assumed to be effective from 11.08.2020)
Contract End Date	31.03.2021

2. Annex 1 shall be amended in its entirety to read:

Outline for the Delivery of the Letters and Sounds Update:

I am committed to completing:

- revision of the phases and progressions in the original 2007 L&S, addressing flaws in the original ordering, based on the generic fundamental practices of SSP and the experience and expertise of schools currently and consistently using Letter and Sounds very effectively.

I am committed to ensuring that the outcome:

- retains sufficient of the core content and progression of the original to remain recognisably the same programme and not a completely new one.
- when used consistently and with fidelity alongside a full SSP programme will deliver standards at or above national expectations for almost all children, regardless of background.

This will be based firmly on:

- the generic fundamental practices of SSP that we know are effective across all programmes.
- the experience and expertise of schools currently and consistently using Letter and Sounds very effectively with all children.

New detailed guidance will also be added on:

- how L&S should be used by schools in order to be effective
- why the phases and progressions have been changed in relation to Grapheme, Phoneme Correspondences (GPCs) and Common Exception Words
- the assessment and application of decodable books