

THIS AGREEMENT is made on the 18th April 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) **CADENCE PARTNERSHIP LLP** (No: OC329615) whose registered office is situated at 1 Northumberland Avenue, Trafalgar Square, London, WC2N 5BW ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a G Cloud 9 call-off Agreement dated 4th June 2018 with the Department's reference number ICT2018/019 ("**Original Contract**") for the provision of Implementation, Delivery and Transition 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 ICT2018-019-003.

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.

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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 Department for Education**

**Authorised to sign for and on behalf
of Cadence Partnership LLP**

Signature

Signature

<REDACTED>

<REDACTED>

Date

Date

26 April 2019

18 April 2019

Name in Capitals

Name in Capitals

<REDACTED>

<REDACTED>

Address in full
2 St Paul's Place
Sheffield
S1 2JF

Address in full
1 Northumberland Avenue
Trafalgar Square
LONDON
WC2N 5BW

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 – EXPIRY DATE** shall be amended in its entirety to:

Initially 12 months to 03 June 2019 and following the extension of the contract for a further 12 months shall expire on 03 June 2020.

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

The estimated call off shall not exceed £1,650,000 excluding VAT following the increase of current contract value from £1,500,000 to £1,650,000.

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.

The DfE will not be liable for any work the supplier undertakes outside of the agreed commissioning process

3. **PART A – ORDER FORM – CALL-OFF CONTRACT TERM – START DATE** shall be amended in its entirety as follows:

This Call-Off Contract Starts on 4th June 2018 and following the extension of the contract for a further 12 months shall expire on 03 June 2020.

4. **PART A – ORDER FORM – CALL-OFF CONTRACT TERM – EXTENSION PERIOD** shall be amended in its entirety as follows:

Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.

Under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS) if the:

- Buyer is a central government department
- contract Term is intended to exceed 24 months

5. **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 one million, six hundred and fifty thousand pounds (£1,650,000) GBP ex VAT.

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

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/92419/800892580195179-sfia-rate-card-2018-05-15-1241.pdf>

The Supplier will make continuous efforts to improve the Value for Money for the Buyer, this will be reflected in reduced cost responses to the RFQs for this contract.

6. **SCHEDULE 2 – CALL-OFF CONTRACT CHARGES** shall be amended in its entirety to:

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/92419/800892580195179-sfia-rate-card-2018-05-15-1241.pdf>

Each work package commissioned under the RfQ template will detail the specific activities and milestones associated to the work and this will be used for monitoring delivery against milestones and payment.

All work packages will be priced on a fixed cost basis but the breakdown of cost per deliverable will be shown on the RFQ.

The Supplier shall work with the Buyer to minimise the impact on the public purse for T&S associated with the operation of this contract.

Unless otherwise provided for under the Supplier's G-Cloud 10 framework offering, and/or the Supplier has an office in close proximity to one of the Buyer's office where a meeting is to be held (approx. 25 miles radius), if expenditure on T&S is identified as being necessary, T&S will be paid at the level commensurate with the DfE rate in place at the time the expenditure is incurred. DfE rates in place as at April 2017 are listed below:

- Hotel accommodation bed and breakfast – London £110.00 including VAT and elsewhere £75.00 including VAT
- Rail travel shall be restricted to standard class
- Car mileage at the 'Public Transport Rate' of 0.25p per mile
- Taxis only payable where their use can be justified against using public transport

No other out of pocket expenses shall be allowable.

7. **ANNEX A SPECIAL CLAUSES** shall be removed and replaced with:



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Special%20T&Cs.doc