



VARIATION TO CONTRACT FORM

Contract title : **Delivery of Official Controls in Approved Establishments in England and Wales (Lots 1-6)**

Contract Reference : **FS101227**

Variation No : **27** **Date: 21/06/24**

Between : **The Food Standards Agency (the Authority) and Eville & Jones (GB) Ltd (the Contractor)**

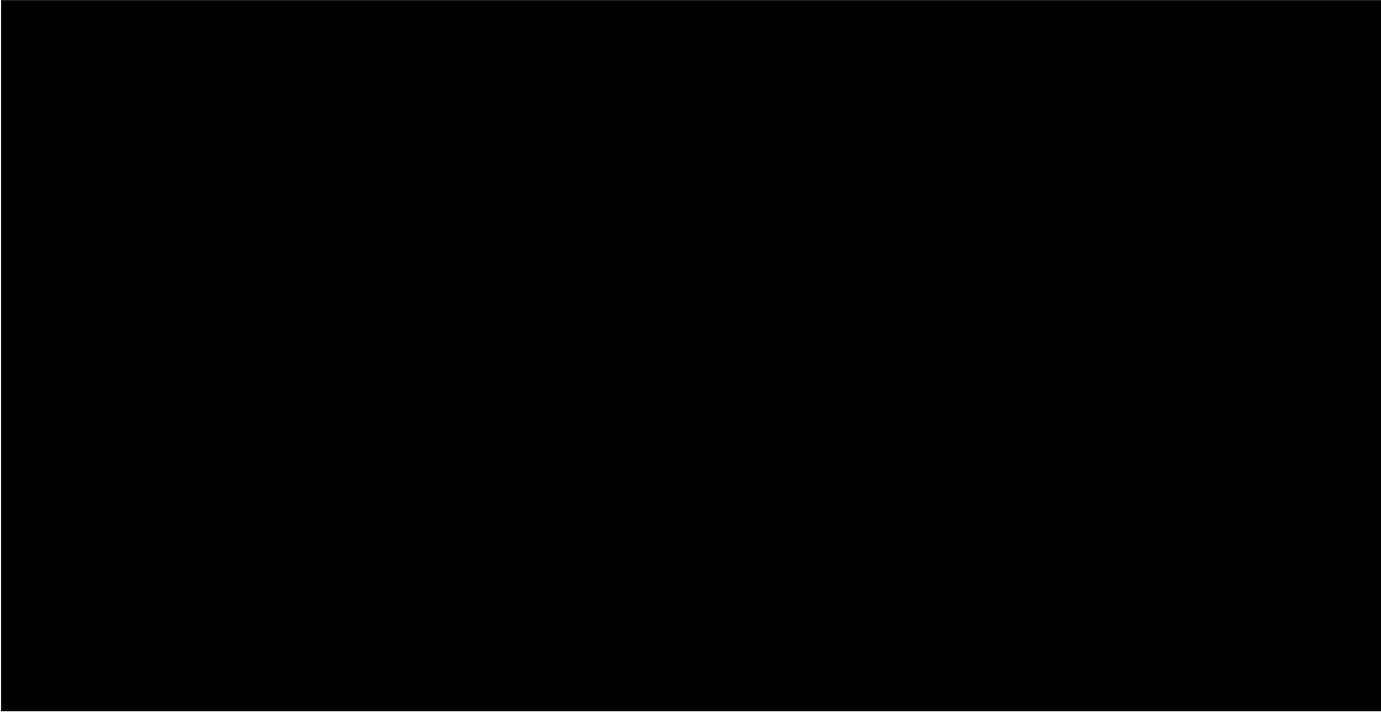
The contract is varied as follows: **Price**

1. The total maximum cost of this variation is up to [REDACTED].
2. This variation amends Schedule 4 Charging (**see** below).
3. The following conditions are required under this variation:
 - 3.1 Weekly monitoring of attrition and recruitment numbers by E&J, with reporting to the FSA Director of Operations through the Veterinary Resourcing Programme Board. Any deviations must be explained and additional mitigations are to be put in place should attrition not begin to reduce as expected.
 - 3.2 E&J are to work closely with FSA on the response to any future call for evidence or consultation by the Migration Advisory Committee, providing evidence and statistics as required.
 - 3.3 Should further policy changes by the Home Office reduce required salary levels (through further discount mechanisms or an exemption for example) E&J will present a revised proposal on the financial impact (benefit) to the FSA for consideration.
 - 3.4 E&J to pursue increased recruitment of domestically trained vets and MHIs and demonstrate to the FSA how they are doing this and subsequent results. This will be tracked through the resourcing overview provided to FSA on a monthly basis.
 - 3.5 E&J to engage fully and in a timely manner with FSA on all comms to staff relating to salary increases.
 - 3.6 E&J to prepare and share a revised submission of TUPE data including all salary uplifts, required to support the retender, by end September 24. This dataset will provide a retrospective of salary uplifts in place and forecast those to be implemented in January 25.
 - 3.7 The hourly rates will only be revisited if there are significant changes to the hours of plus or minus 10%.
4. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
5. The contract, including any previous variations shall remain effective and unaltered except as amended by this variation.

Please e-mail this form to fsa.procurement@food.gov.uk once complete.



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Schedule of Costs

Category	Forecast VS Costs	Notes
[REDACTED]	[REDACTED]	[REDACTED]

If these agreed costs are at risk of being exceeded then the costs will be jointly reviewed by FSA and E&J.

'Soft Cap' on Direct Variable Costs - FSA Risk

It is hereby acknowledged and agreed by the parties that (a) the agreed amount of monies payable by the FSA as indicated in Table 1 in this Variation Contract [under Schedule 4] shall be treated as a Soft Cap. "Soft Cap" means that the FSA shall have no obligation to fund additional costs in excess of such specific agreed amount but that in cases where E&J forecasts that a particular cost may exceed such specific agreed amount the FSA agrees to enter in good faith into discussions with E&J to understand the impact of not paying for the additional cost in order to enable the FSA to decide whether the FSA wishes to fund/partially fund any such additional cost at its sole discretion; and (b) notwithstanding the Soft Cap, the overall (total) agreed amount of monies payable under this Variation Contract [as indicated in Schedule 4] shall be treated as a Hard Cap. "Hard Cap" means that the FSA shall have no obligation to fund additional costs in excess of such agreed amount and nor shall the FSA be obliged to consider any such additional costs under this Variation Contract.

