

**NHS ENGLAND (1)**

**AND**

**DIGIBETE CIC (2)**

**For the provision of a Digital communication, education and support  
resources for Children and Young People's Service**

**CONTRACT VARIATION AGREEMENT**

**Atamis Contract Reference: C227401**

**Atamis Business Case Reference: BC-26523**

**THIS VARIATION AGREEMENT** is made on the date of last signature

**BETWEEN:**

- (1) **NHS England** of Wellington House, 133 – 155 Waterloo Road, London SE1 8UG (**“the Customer”**); and
- (2) **Digibete CIC**, a company registered in United Kingdom under company number 10371773 and whose registered office is at Platform, New Station Street, Leeds, England, LS1 4JB (the **“Service Provider”**).

Each a **“Party”** and together referred to as **“the Parties”**.

**BACKGROUND:**

- (A) Guy's and St Thomas' NHS Foundation Trust, acting on behalf of the Customer (the **“Customer”**) selected the Service Provider to the framework as a potential provider of the services.
- (B) The Service Provider undertook to provide the Services on the terms set out in a framework agreement dated 29/11/2019 (the **Framework Agreement**). The Customer established the Framework Agreement in consultation with and for the benefit of the Customers (as defined in the Framework Agreement).
- (C) As a result of the general further competition procedure, the Customer awarded a call off agreement to the Service Provider under the Framework Agreement (the **Contract**).
- (D) The Customer and the Service Provider have mutually agreed to vary the Contract as fully detailed below in 2 (Contract Variation).
- (E) The Customer will make payment to the Service Provider as detailed in (3) Charges and Invoices below.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- Capitalised words and phrases in this Variation Agreement shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Agreement.

**2. Contract Variation**

- In accordance with the Contract Change Procedure specified in Schedule 2-8 (Contract Change Procedure) the Service Provider and the Customer have mutually agreed to vary the Contract to include development activity to meet WCAG 2.2AA standards.
- The Service Provider shall meet the accessibility requirements set out in the Web Content Accessibility Guidelines (WCAG) to achieve WCAG 2.2AA.
- The Variation shall be effective from the date of last signature.

**3. Charges and Invoicing**

- The Service Provider will be paid a maximum of **£35,250.00** (excluding VAT). See Appendix 1 (DigiBete - WCAG 2.2 AA Costings Nov 24) for pricing breakdown.

**IN WITNESS OF WHICH the Parties have signed this Variation Agreement on the date(s) shown below:**

Signed by [REDACTED] for and on behalf of **NHS ENGLAND**

.....

[REDACTED]

[REDACTED]

**DIGIBETE CIC**

Date Signed: 15.08.25

## Appendix 1: DigiBete - WCAG 2.2 AA Costings Nov 24

### APP & WEBSITE TECHNICAL ACCESSIBILITY TESTING



#### Proposed cost Breakdown

These costs have been put together following the technical and design-focused accessibility audits.

WCAG 2.2 Criteria Assessed	Platform	Tasks	Comments	Cost
[REDACTED]				

[REDACTED]				
TOTAL				£35,250.00 (Ex VAT)