

VARIATION TO CONTRACT FORM

This is to confirm the variation of our Agreement as per clause 7- Variation to Contract. All other aspects of the Contract remain unchanged.

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

Contract Reference : **FS101227**

Variation No : **11** **Date:** **19/03/2021.**

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

1. The Contract is varied as follows:

Please select the reason(s) for the variation:

☐ Price ☐ Duration ☒ Price and Duration ☐ Scope of Work ☐ Key Personnel ☐ Other

Overview

- **Supplementary Payment**

An additional payment has been agreed of up to £1.63m, payable in up to twelve (12) equal monthly instalments of £136k, with the first monthly instalment commencing in March 21 (the "Payment") in order to resolve the current staff recruitment and retention issue (the "Issue") subject to and in accordance with the terms set out below.

The Payment is in consideration of and subject always to the following ongoing terms and obligations (which shall apply in addition to and without limitation of the existing obligations of the Supplier and rights of the Authority set out in the Contract):

- The Payment must be used by the Supplier solely for OV salary enhancements in order to resolve the Issue and in accordance with the following provisions:
- The provision of full year Profit and Loss forecast, with a comparison to the tender P&L and full explanation of variances, including:
 - Clear identification of the cost pressures being met by the Supplier.
 - P&L should only cover the managed service contract (including any variations).
 - Required for both 20/21 and 21/22.
 - Narrative to understand the cost involved without breaching data protection requirement.

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- Refreshed version of the current headcount and contracted hours information with salary data without breaching GDPR.
- Clear identification of the proposed additional support payment and where it is being accounted.
- Full year cash flow forecast for both financial years 20/21 and 21/22 in the format agreed with the Authority.
 - Anticipated costs for visas and English tuition.
 - Full details of the financial contribution that the supplier is making in order to resolve the Issue.
- To provide assurance on the payment of salary uplift to the Supplier National Management Team the following additional controls will apply:
 - Weekly timesheet report for chargeable hours completed by NMT – to be averaged at 30% across the cohort as per Suppliers information.
 - If hours reduce to an average below 15% FSA can consider removing the management salary support with 2 months' notice. This would not affect the main support for all vet salaries.
- The Supplier agrees and acknowledges that full transparency over the expenditure by the Supplier of the Payment and its impact on the Issue is required. This will include, without limitation, a regular and detailed review by the Authority of the Suppliers' data on salaries which must be provided to the Authority in accordance with and without limitation to the provisions of Clause 37 (Open Books Accounting) of the Contract.
- The Supplier will fully co-operate with the conduct by the Authority of a formal review of the Contract and Payment and its impact on the Issue in July 2021 which will be shared with the Authority's Executive Management Team.
- Notwithstanding the foregoing and without prejudice to its other rights and remedies, the Authority may at any time at its sole discretion terminate the Payment on two (2) months' written notice to the Supplier in accordance with Clause 7 (Notices) of the Contract.

2. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For the Authority

For the Contractor



