

THIS AGREEMENT is made on [01/04/20]

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) **CONTACT** of 209-211 City Road, London, EC1V 1JN Charity number 284912 whose registered office is situated at 209-211 City Road, London, EC1V 1JN ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 01 April 2018 with the Department's reference number of project_3978 ("**Original Contract**") for the purposes of delivering support to Parent, Carer Forums and enabling the strategic participation of children and young people.
- (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 Schedule 6.

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.

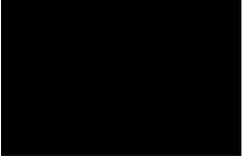
5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

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 Secretary of State for Education**

Signature 

Date 6th April 2020

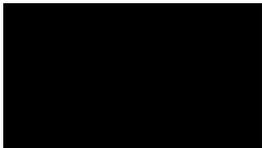
Name in Capitals



Address in full



**Authorised to sign for and on behalf of
Contact**

Signature 

Date 1st April 2020

Name in Capitals



Address in full



ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1. Schedule 4 shall be amended to include the following definitions:

Schedule 4

KPIs, Service Levels and Service Credits

- 1 The objectives of the Service Levels are to:
 - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
 - 1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)

- 2 This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this schedule 4.
- 4 The Contractor and the DfE will meet to review the KPIs at the end of Q2 in year 1 to confirm they meet the requirements of the specification and to determine if any changes need to be made either within year 1, or for year 2, at which point a contract variation may be agreed.

PERFORMANCE STANDARDS/MEASURES

- 5 The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period (defined Schedule 2 and within table 1)

- 5.1 Service period is defined as a calendar month
- 6 If during a Service period the Contractor achieves a KPI/Service Level, no Service Credit (“reduction in total amount of charges payable to the Contractor”) will accrue to the Contractor in respect of that KPI/Service Level
- 7 The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges. Both Parties agree that the Performance Measures and Service Credits are a reasonable method of adjusting the Charges to reflect poor Contractor performance.
- 8 The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

CONSEQUENCES OF FAILURE TO MEET KPIS

- 9 A failure to meet at least the required performance level will be considered a “Service Failure” in respect of the KPIs set out in Table 1 below
- 10 If performance level is a Service Failure in one or more of the KPIs listed in Table 2 in any given service period/calendar month, DfE will be entitled at its sole discretion, to reduce the total amount of charges payable to the Contractor (“Service Credit”) for that period/month by:
- 10.1 3% for one KPI failed
- 10.2 6% for two KPIs failed
- 10.3 to a maximum of 10% for three or more KPIs failed
- 11 A failure to meet the required performance level for the other KPIs will not be considered a Service Failure in the context of paragraph 7 but expects to meet the required performance levels and will consider repeated failures as breaches of this contract
- 12 In addition to its rights under paragraph 7, if there are one or more Service Failures in **3 (three)** consecutive Service Periods/calendar months, will be entitled, as its sole discretion, to terminate this contract on 30 days written notice.



2020-21 KPI Tracker
Payment Schedule Re

Version: 1.5

Last Update: 2/12/19