

THIS AGREEMENT is made on 22nd December 2017

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) **National Foundation for Education Research (NFER)** whose registered office is at The Mere, Upton Park, Slough, Berkshire SL1 2DQ ("the Contractor").

RECITALS:-

- (A) The Department and the Contractor entered into a contract for services dated 11th July 2017 with the Department's reference number of EOR/SBU/2016/027 ("**Original Contract**") for the purposes of providing the services of the Eurydice National Unit for England, Northern Ireland and Wales.
- (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 3, Clause 16.

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

Name in Capitals

Address in full

**Authorised to sign for and on behalf of
National Foundation for Education
Research**

Signature

Date

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. Clause 3 of Schedule 1 (sentence 1) shall be amended in its entirety to read:

The Contractor will provide the services of the Eurydice National Unit (NU) for England, Northern Ireland and Wales until 29th March 2019.
2. Clause 3 of Schedule 1 (bullet 4) shall be amended in its entirety to read:

'Deliver the requirements of the Eurydice network's work programme for 2018/19 during the period 1st January 2018 to 29th March 2019, including any required handover of forward planning activities'.
3. Clause 5 of Schedule 1 shall be amended in its entirety to read:

TASKS AND DELIVERABLES

The Contractor will be required to complete the deliverables and tasks in **Table 1** below between 1st January 2018 and 31st December 2018 in line with the Education Work Programme 2018/19 for EACEA A7 and the Eurydice Network dated June 2017 that apply to Eurydice national units. Deliverables and tasks for the period 1st January 2019 to 29th March 2019 and associated sign off criteria will be agreed between the Department and the Contractor in Quarter 4 2018.

Deliverable description	Key products or outputs	Quality measures	Timing
██████████	• ██████████	██████████	██████████
██████████	• ██████████	• ██████████	• ██████████
██████████	██████████	• ██████████	• ██████████
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4. Clause 1 of Schedule 2 shall be amended in its entirety to read:

1 **Expenditure**

- 1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-
- (a) the expenditure falls within the heading and limits in Table 2 and 3 below; and
 - (b) the expenditure is incurred, and claims are made, in accordance with this Contract.


The total cost of delivering Eurydice in EWNl from 1st January 2018 until 31st December 2018 will be £378,653. The cost breakdown below assumes that we receive grant funding of €111,456 from EACEA. Assuming an exchange rate of 1.1 Euros to the Pound, the EACEA grant will fund £101,323 of the cost of delivery. DfE will fund the remaining £277,330 (plus VAT).

Table 2 below shows the breakdown of costs for 2018 only. All costs are quoted exclusive of VAT which, where applicable, will be charged by the Contractor at the appropriate rate at the date of invoicing. It is anticipated that VAT will be chargeable on the costs paid by DfE, but that VAT will not be payable on the grant funding received from the EU.

[illegible]

Table 3 – Department payment schedule

Version 25th April 2017

End of Work Programme trimester 4			
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END OF ANNEX 1