

Variation Agreement

To the Call-Off Contract for the G-Cloud 12
Framework Agreement (RM1557.12) for a Finance
System Design and Implementation Partner

- (1) **Care Quality Commission**
- (2) **Tisski Limited**

Dated 24th April

2023

Contents

Clauses

1	Terms defined in the Agreement	4
2	Consideration	4
3	Variation	4
4	Governing law and jurisdiction	4

Schedules

1.1	Original Agreement	6
1.2	Original Statement of Works	7
1.3	Further Statement of Works	8

This Variation Agreement is made the 24th day of April 2023

Between:

- (1) **CARE QUALITY COMMISSION** of Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA (**CQC**); and
- (2) **TISSKI LIMITED** incorporated and registered in England and Wales with company number 07751400 whose registered office is at Unit 1a - 1b Millennium Way, Pride Park, Derby, England, DE24 8HZ (**Tisski**).

Background:

- (A) CQC and Tisski are parties to an agreement for a Finance System Design and Implementation Partner dated 25 January 2022 (**Agreement**), as part of CQC's Finance Transformation Project. A copy of the Agreement is attached as Schedule 1 to this Variation Agreement.
- (B) Under the Agreement, the parties agreed a Statement of Works dated 25 January 2022 (the **Original SOW**), which is attached as Schedule 2 to this Variation Agreement. [REDACTED]
[REDACTED]
[REDACTED]
- (C) Following the work completed during 2022 under the Original SOW [REDACTED] an additional phase of work has been identified to complete the CQC Finance Transformation Project. Therefore, the parties have agreed a Further Statement of Works (**Further SOW**), (which is attached as Schedule 3 to this Variation Agreement), [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- (D) The parties accept and acknowledge that the work under phases 1-5 of the Original SOW has been completed and the additional work including but not limited to phase 6 in the Further SOW builds on the work completed under the Original SOW. [REDACTED]
[REDACTED]
[REDACTED]
- (E) [REDACTED]
- (F) The Agreement is due to expire on 25 July 2023 and the terms of the Agreement permit a single extension of six months. CQC has made a request in writing to Tisski to extend the Term of the Agreement in accordance with Clause 1.4 of the Agreement and the Order Form of the Agreement and Tisski has accepted this request.
- (G) The parties therefore wish to amend the Agreement as set out in this Variation Agreement with effect from 01 November 2022 (the **Effective Date**) in accordance with Clause 32.1 (Variation process) of the Agreement.

It is agreed as follows:

2 Terms defined in the Agreement

- 2.1 In this Variation Agreement, expressions defined in the Agreement and used in this Variation Agreement have the meaning set out in the Agreement unless otherwise defined. The rules of interpretation set out in the Agreement apply to this Variation Agreement.

3 Consideration

- 3.1 In consideration of the sums agreed in Schedule 3 to this Variation Agreement and the mutual promises set out in this Variation Agreement, the parties agree to amend the Agreement as set out below.

4 Variation

- 4.1 With effect from the Effective Date, the "Expiry date" in the Order Form of the Agreement shall be amended as follow:

Expiry date	25 January 2024.
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- 4.2 With effect from the Effective Date, the parties agree to incorporate into the Agreement the Further SOW set out at Schedule 3 to this Variation Agreement and references in the Order Form of the Agreement to a "Statement of Work(s)" shall be references to the Original SOW and the Further SOW.

- 4.3 The parties agree that from the Effective Date, the application of Clause 24 (Liability) of the Agreement with respect to the Original SOW shall instead apply to the Further SOW as though the Original SOW were part of the Further SOW.

- 4.4 [REDACTED]

- 4.5 [REDACTED]

- 4.6 To the extent of any conflict between the terms of the Agreement and this Variation Agreement, the terms of this Variation Agreement will prevail.

5 Governing law and jurisdiction

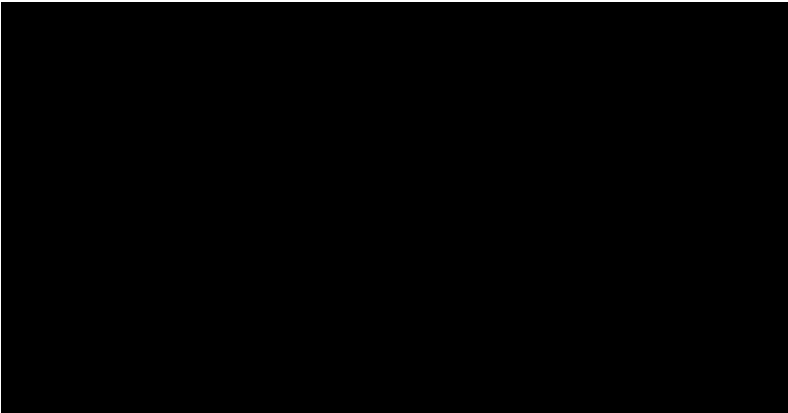
- 5.1 This Variation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by and will be interpreted in accordance with the law of England and Wales.

- 5.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Variation Agreement or its subject matter or formation.

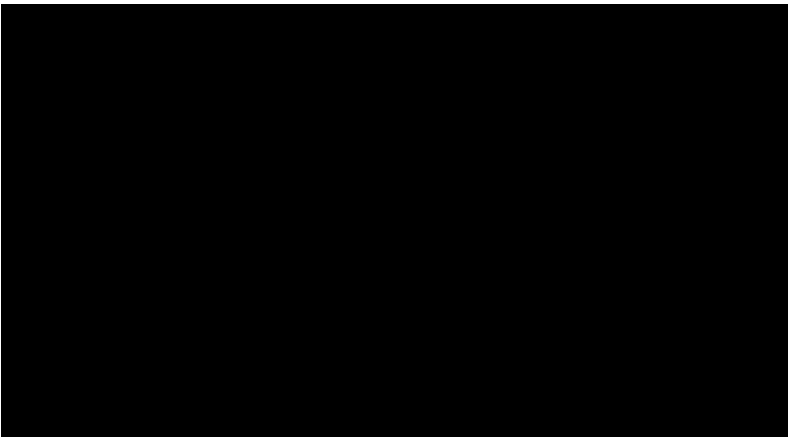
This Variation Agreement has been entered into on the date stated at the beginning of it

For and on behalf of the Supplier:

Authorised Signatory 1:

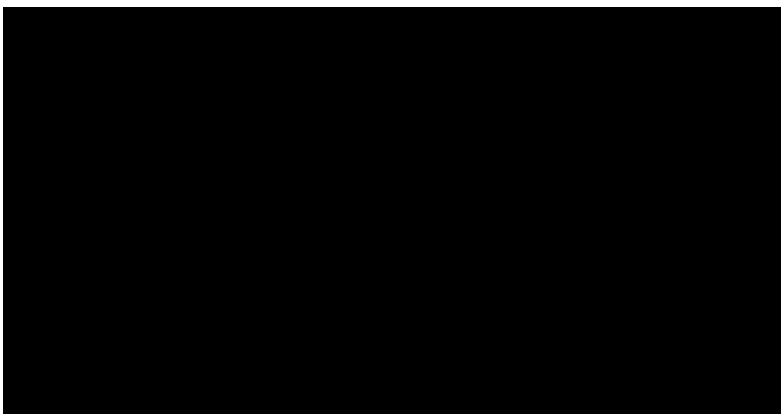


Authorised Signatory 2:



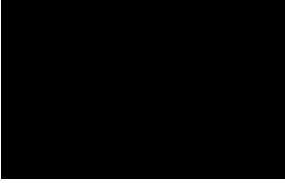
For and on behalf of the Buyer:

Authorised Signatory:



Schedule 1

The Agreement



Schedule 2

The Original Statement of Works



Schedule 3

Further Statement of Works

