

THIS AGREEMENT is made on 20th September 2021

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) **Deloitte LLP** (No: OC303675 whose registered office is situated at 2 New Street Square, London, EC4A 3BZ ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Accountancy Services and Automated Data Collection with the Department's reference number of con_2650 ("**Original Contract**") for the purposes of delivering Sector Annual Report and Accounts (SARA) more efficiently and enhance the approach to financial reporting to deliver improvements that increase value.
- (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 con_2650 CCN4

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 Clause 2.2

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 [REDACTED]

Date [REDACTED]

Name in Capitals [REDACTED]

Address in full [REDACTED]

Authorised to sign for and on behalf of the Deloitte LLP

Signature [REDACTED]

Date [REDACTED]

Name in Capitals [REDACTED]

Address in full [REDACTED]

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1. Clause 2.2 contained under the title “Term” shall be utilised to hereby add an additional sub-clause 2.3 namely as follows:
 - 1.1 2.3 Expiry date of Accountancy Service and Automated Data Collection Contract term shall be 29th September 2022
2. Key Performance Indicators to support the demobilisation of the project will be included as follows:
 - 2.1.1 Transfer of existing service plans, collateral and documentation in line with the contract exit management plan to be completed by 28th April 2022.
 - 2.1.2 Retirement of existing Oracle HfM solution to be completed by 30th June 2022 [dependency on DfE confirmation of retirement go-ahead and dependent on progress of Adaptive solution development timelines].
 - 2.1.3 SME support on a time basis to DfE team for the HFM replacement implementation to be completed by 30th June 2022, evidenced by feedback from Adaptive development team.
 - 2.1.4 Completion of monthly financial updates as part of formal contract management meeting schedule to be completed each month (unless agreed not needed) and conclude 29th September 2022.