

**THIS AGREEMENT** is made on 18<sup>th</sup> December 2023

**BETWEEN:-**

- (1) **THE SECRETARY OF STATE FOR EDUCATION (“DFE”)** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the **"Authority"**); and
- (2) **ECCTIS Limited**, which is a company, incorporated in and in accordance with the laws of England & Wales (Company No. 2405026 whose registered office address is at Suffolk House, 68-70 Suffolk Road, Cheltenham, GL50 2ED (the **"Supplier"**)

**RECITALS:-**

- (A) The Authority and the Supplier entered into a Contract for Services dated 1 January 2014 ("**Original Contract**") for the Provision of the UK National Academic Recognition Information Centre ("**NARIC**").
- (B) The Authority and the Supplier entered into an amendment and restatement of the Original Contract dated 22 December 2020, with the Department's reference number of Con\_7214 ("**Amended Contract**").
- (C) The Authority and the Supplier entered into an amendment of the Amended Contract dated 11 November 2022 ("**Variation Agreement**").



- (E) The Authority and the Supplier have agreed to further vary the terms of the Original Contract as set out in this Agreement.
- (F) The Authority's reference number for this Agreement is Con\_7214.

**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 45 therein.

**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, Amended Contract and Variation Agreement 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 Agreement.

- 2.5 The parties acknowledge that this Agreement is being entered into with a view to facilitating the Authority's re-procurement of some or all of the services provided under the Original Contract [REDACTED]

- 2.6 The parties acknowledge that entry into this Agreement does not and shall not prejudice any rights or remedies they may have in connection with matters arising outside the Period [REDACTED]

### **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.

For and on behalf of the Supplier:		For and on behalf of the Authority:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	Chief Executive Officer	Role:	Deputy Director
Date:	Dec 18, 2023	Date:	Dec 19, 2023