

THIS AGREEMENT is made on 15th January 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) **Mathematics in Education and Industry (MEI)** (No: 03265490]) whose registered office is situated Monckton House, Epsom Centre, White Horse Business Park, Trowbridge, Wiltshire, BA14 0XG ("**Contractor**")

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 18th April 2018 with the Department's reference number of 1844 ("**Original Contract**") for the purposes of providing professional development and mathematics support to post 16 education.
- (B) The Department and the Contractor have agreed on 28.02.2018 to vary the terms of the Original Contract as set out in CCN01.
- (C) The Department and the Contractor have agreed on 27.08.2019 to vary the terms of the Original Contract as set out in CCN02.
- (D) The Department and the Contractor have agreed on 10.12.2019 to vary the terms of the Original Contract as set out in CCN03.
- (E) The Department and the Contractor have agreed on 10.12.2019 to vary the terms of the Original Contract as set out in CCN04.
- (F) The Department and the Contractor have agreed on 31.10.2020 to vary the terms of the Original Contract as set out in CCN05.
- (G) The Department and the Contractor have agreed on 11.12.2020 to vary the terms of the Original Contract as set out in CCN06.
- (H) The Department's reference number for this Variation Agreement is CCN07.

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 Original Contract, Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05, and Contract Variance CCN06 in accordance with Clause 30.1.

2. **VARIATION OF THE ORIGINAL CONTRACT, CONTRACT VARIANCE CCN01, CONTRACT VARIANCE CCN02, CONTRACT VARIANCE CCN03, CONTRACT**

VARIANCE CCN04, CONTRACT VARIANCE CCN05 AND CONTRACT VARIANCE CCN06

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract, Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05, and Contract Variance CCN06 shall be varied as set out in Annex 1 attached.
- 2.2 Subject to the variations set out in Annex 1, the Original Contract, Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05, and Contract Variance CCN06 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, Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05, and Contract Variance CCN06 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
Head Office,
Sanctuary Buildings,
Great Smith Street,
London,
SW1P 3BT

**Authorised to sign for and on behalf of the
Mathematics in Education and Industry (MEI)**

Signature



Date

Name in Capitals



Address in full
Monckton House,
Epsom Centre,
White Horse Business Park,
Trowbridge,
Wiltshire,
BA14 0XG

ANNEX 1

Variations to Original Contract, Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05 and Contract Variance CCN06

1. All references to Clauses in this Annex 1 are to Clauses in the Original Contract and / or Contract Variance CCN01, Contract Variance CCN02, Contract Variance CCN03, Contract Variance CCN04, Contract Variance CCN05 and Contract Variance CCN06 as stated.

2. Schedule 2, Clause 1 of the original contract shall be amended to read;

“DFE Contract Manager” means [REDACTED] of Qualifications, Curriculum and Extra Curriculum Directorate (QCEC), Department for Education, Piccadilly Gate, Store Street, Manchester, M1 2WD, or such other official as DFE shall nominate from time to time, and of whose identity DFE shall inform the Contractor in writing.

3. Clause 5 of Schedule 2, Terms and Conditions, of the original contract shall be amended to include;

5.12 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide to DfE timely, full, accurate and complete SME management information (MI) reports according to a frequency to be agreed between the Parties and which shall include as a minimum:

5.12.1 the total contract revenue received directly on the Contract;

5.12.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

5.12.3 the total value of sub-contracted revenues to SMEs and VCSEs.

4. Schedule 2, Clause 8.7 of the original contract shall be amended to read;

8.7 Invoices shall be submitted by email to the relevant DfE Contract Manager and, once approved (such approval not to be unreasonably withheld or delayed), sent within 30 days of the end of the relevant invoicing date, to [REDACTED]. An invoice is a **“Valid Invoice”** if it is legible and includes:

8.7.1 the date of the invoice;

8.7.2 Contractor’s full name and address;

8.7.3 Contract reference number;

8.7.4 the correct purchase order number, to be provided by the DFE Contract Manager to the Contractor within 5 Business Days of the Effective Date;

8.7.5 the charging period;

8.7.6 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);

8.7.7 days and times worked (if applicable);

8.7.8 Clawback (if applicable); and

8.7.9 VAT if applicable.

5. Schedule 3, Clause 2 shall be amended to read

2. The total Charges payable to the Contractor in respect of the Services shall not exceed £34,055,779 including any VAT that may apply. The Contractor shall be entitled to invoice

the Charges monthly on the basis of the budget profile set out in Tables 4, 5 & 6 below, save:

- 2.1 in the months of June, September, December and March of each year of the Term;
and
- 2.2 in the final month of the Term irrespective of the calendar month in which it falls;

when the invoiced amount shall be adjusted to be fully reconciled with costs incurred by the Contractor over the preceding three-month period.

- 6. "Schedule 3 – Financials", of CCN04 and CCN06 shall be amended in its entirety to read; Table 4, at Annex 2 below.
- 7. "Schedule 3 – Financials", of the original contract, CCN04 and CCN06 shall be amended to include Tables 5 & 6 at Annex 2 below.
- 8. Schedule 4, Table 1 of the original contract and CCN03, CCN04 and CCN06 shall be amended to include Table 2 at Annex 3.
- 9. Schedule 5 – Implementation and project plan shall be amended to include;
 - 5. The Contractor shall maintain a detailed project plan for the duration of the contract and any contract extensions. The project plan should be made available to the Department upon request and a high-level version included with the monthly KiT reports.
- 10. Clauses 4, 6 & 8 of Schedule 6, Change Control Procedure, of the original contract shall be amended to read;
 - 4. The DFE may request a Variation by completing the Change Control Note, or other such contract variation document, and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges is required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
 - 6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note, or other such contract variation document, on DFE.
 - 8. The DFE shall confirm in writing within 21 days of receiving the Change Control Note, or other such contract variation document, if it accepts or rejects the Variation.
- 11. Schedule 10, Clause 2, Duration of processing shall be amended to read;
 - 2. An initial contract for the L3MSP is 1 May 2018 to 30 April 2020. As the project relates to delivery of education services, including A level tuition, it is anticipated that continued educational provision would be needed until the end of the academic year, even if funding ended in April. Therefore, data would continue to be processed until 30 September 2022.
- 12. This contract variation shall extend the original contract, in line with Schedule 2 Clause 2.2, for a period of 15 months from 1st May 2021 to 31st July 2022.

Annex 2: Schedule 3

Table 4 Financial Year 2021-22

Descriptor		Apr-21	Total
Central programme costs	Central team		
	Maths leads		
	Other staff such as contractors, associates		
	Travel and subsistence		
	Office costs		
	IT including websites		
	Training events for L3MCs		
	Evaluation of programme		
	Overheads		
	User needs research and development		
	Core Maths and Other Subjects		
	Additional delivery and action plan support		
Delivery costs	Student enrichment 11-16		
	Student enrichment and tuition 16-19		
	AS/A level sustained CPD		
	AS/A level Maths and Further Maths PD		
	University entrance exam PD		
	Core Maths PD		
	Key stage 4 PD		
	Video development		
Total			

Table 5 Financial Year 2021-22

Table 6, Financial Year 2022-23

Annex 3: Table 2 of Schedule 4

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
	Provide intensive local support for AS/A level further maths, AS/A level maths and level 3 core math qualifications in priority areas						
1a		At least 200 institutions in Opportunity Areas or Low-Participation Areas approached and offered tailored support to establish a level 3 maths improvement plan, comprising some or all of: teacher professional development, support for delivery and promotion of AS/A level further maths, AS/A level maths and level 3 core maths.			Support for AS/A level further maths, AS/A level maths and/or level 3 core maths provided to at least 200 institutions in Opportunity Areas or Low-Participation Areas, and at least 100 reviews of this support indicate improvement in provision and/or participation for AS/A level further maths, AS/A level maths and/or level 3 core maths. At least 40 reviews demonstrate an increase in the proportion of the female student cohort studying AS/A level further maths, AS/A level maths and/or level 3 core maths qualifications.		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
1b		At least 60 institutions on the L3MSP priority list approached and offered tailored support to establish a level 3 maths improvement plan, comprising some or all of: teacher professional development, support for delivery and promotion of AS/A level further maths, AS/A level maths and level 3 core maths.			60 plans reviewed and at least 30 reviews show improvement in provision and/or participation for AS/A level further maths, AS/A level maths and/or level 3 core maths.		
1c					50 institutions in Opportunity Areas and Low-Participation Areas supported to establish provision for level 3 core maths by July 2022.		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
2a	Increase provision and participation in AS/A level further maths, AS/A level maths and level 3 core maths	<p>Provide capacity for up to 500 students for AS/A level further maths tuition through the L3MSP in the 2021/22 academic year.</p> <p>All tuition requests from Opportunity Area/Low-Participation Area schools for students who would benefit from studying AS/A level further maths are met by March 2022, up to a maximum of 500.</p> <p>At least 60% of students tutored through L3MSP in the 2020/21 academic year and who are entered for AS or A level further maths in summer 2021 achieve a grade C or better in AS or A level further maths.</p>			<p>Provide capacity for up to 500 students for AS/A level further maths tuition through the L3MSP in the 2019/20 academic year.</p> <p>All tuition requests from Opportunity Area/Low-Participation Area schools for students who would benefit from studying AS/A level further maths are met by July 2022, up to a maximum of 500.</p>		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
2b		Pupils from at least 575 schools (including at least 135 from Opportunity Areas and Low-Participation Areas) participate in an enrichment event promoting AS/A level further maths, AS/A level maths and/or level 3 core maths.			Pupils from at least 190 schools (including at least 45 from Opportunity Areas and Low-Participation Areas) participate in an enrichment activity promoting AS/A level further maths, AS/A level maths and/or level 3 core maths.		
2c		At least 95% of enrichment events' average rating by schools is 'good' to 'excellent'. At least 60% of teachers indicate that their students who attend AMSP enrichment events are better informed about the benefits of studying level 3 mathematics.			At least 95% of enrichment events' average rating by schools is 'good' to 'excellent'. At least 60% of teachers indicate that their students who attend AMSP enrichment events are better informed about the benefits of studying level 3 mathematics.		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
3a	Increase the number of state school students studying maths at university	Support at least 1,250 students (including 250 from schools / colleges in OAs or LPAs) on a course providing a minimum of 20 hours' support for higher-level mathematics problem-solving and preparation for university mathematics entrance tests in the 2021/22 academic year.			Continue to support at least 1,250 students (including 250 from schools / colleges in OAs or LPAs) on a course providing a minimum of 20 hours' support for higher-level mathematics problem solving and preparation for university mathematics entrance tests in the 2021/22 academic year.		
3b		Students who are participating in support, and who take STEP exams in summer 2021, or MAT or TMUA in November 2021,, are surveyed. Based on a minimum response rate of 50%, at least 60% of these students indicate the course was useful in preparing for the test.			Students who are participating in support, and who take STEP exams in summer 2022 or are surveyed. Based on a minimum response rate of 50%, at least 60% of these students indicate the course was useful in preparing for the test.		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
3c		<p>At least 1000 students (including at least 150 from schools/colleges in OAs or LPAs) attend mathematical problem-solving events to develop skills and raise awareness about progression to mathematics at university.</p> <p>At least 50% of students attending events indicate they are better informed about university entrance requirements for mathematics and the importance of problem-solving skills.</p>			<p>At least 300 students (including at least 40 from schools/colleges in OAs or LPAs) attend mathematical problem-solving events to develop skills and raise awareness about progression to mathematics at university.</p> <p>At least 50% of students attending events indicate they are better informed about university entrance requirements for mathematics and the importance of problem-solving skills.</p>		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
4a	Improve teaching of A level further maths, A level maths, level 3 core maths and GCSE maths; and support preparation for university entrance tests	Provide capacity for a minimum of 625 teachers (including at least 125 teachers from Opportunity Areas and Low-Participation Areas) to complete sustained (≥ 6 months) professional development for A level further maths or A level maths, and ensure that a minimum of 593 teachers complete this (including 115 from Opportunity Areas and Low-Participation Areas).			Continue to provide capacity for a minimum of 625 teachers (including at least 125 teachers from Opportunity Areas and Low-Participation Areas) to complete sustained (≥ 6 months) professional development for A level further maths or A level maths, and ensure that a minimum of 593 teachers complete this (including 115 from Opportunity Areas and Low-Participation Areas).		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
4b		Provide capacity for a minimum of 2,425 teacher days (including at least 160 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for A level further maths or A level maths, and ensure that a minimum of 2,305 teacher days are completed this (including 155 from Opportunity Areas and Low-Participation Areas).			Provide capacity for a minimum of 800 teacher days (including at least 50 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for A level further maths or A level maths, and ensure that a minimum of 760 teacher days are completed this (including 50 from Opportunity Areas and Low-Participation Areas).		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
4c		Provide capacity for a minimum of 180 teacher days (including at least 20 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for higher-level problem-solving/university entrance tests, and ensure that a minimum of 165 teacher days are completed (including 19 from Opportunity Areas and Low-Participation Areas).			Provide capacity for a minimum of 60 teacher days (including at least 7 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for higher-level problem-solving/university entrance tests, and ensure that a minimum of 55 teacher days are completed (including 7 from Opportunity Areas and Low-Participation Areas).		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
4d		Provide capacity for a minimum of 1,765 teacher days (including at least 135 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for level 3 core maths, and ensure a minimum of 1,675 teacher days completed (including 130 from Opportunity Areas and Low-Participation Areas).			Provide capacity for a minimum of 590 teacher days (including at least 45 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for level 3 core maths, and ensure that a minimum of 560 teacher days completed (including 43 from Opportunity Areas and Low-Participation Areas).		
4e		Provide capacity for a minimum of 870 teacher days (including at least 135 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for higher-tier GCSE maths, and ensure that a minimum of 825 teacher days completed (including 135 from Opportunity Areas and Low-Participation Areas).			Provide capacity for a minimum of 290 teacher days (including at least 45 teacher days from Opportunity Areas and Low-Participation Areas) on short (≥ 1 day) professional development courses for higher-tier GCSE maths, and ensure that a minimum of 275 teacher days completed (including 43 from Opportunity Areas and Low-Participation Areas).		

No.	Definition	Performance Reporting Year					
		1 May 2021–30 April 2022			1 May 2022–31 July 2022		
		Success Factor	Clawback Ceiling	Clawback Floor	Success Factor	Clawback Ceiling	Clawback Floor
4f		At least 95% of teacher participants in professional development courses (≥ 1 day) agree that content and delivery of the courses are 'good' or 'excellent'.			At least 95% of teacher participants in professional development courses (≥ 1 day) agree that content and delivery of the courses are 'good' or 'excellent'.		
5a	Core maths online Platform (guided learning to support the core maths curriculum via the platform for teachers and students)	Online platform for level 3 core maths developed to provide 30 learning hours. This should support at least one route through at least two of the four level 3 core maths qualifications with the highest number of entries in the 2019/20 academic year.			Online platform for level 3 core maths developed to provide 10 learning hours. This should support at least one route through each of the four level 3 core maths qualifications with the highest number of entries in the 2019/20 academic year. Content is to be signposted in a way which assists schools and colleges offering other level 3 core maths qualifications.		

Level 3 Mathematics Support Programme Contract Extension 2021-23

Document end.