**THIS AGREEMENT** is made on March 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) **RM Education Ltd (“the Contractor”)** (**Company Registration 1148594**) whose registered office is situated at **140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB**.

**RECITALS:-**

1. The Department and the Contractor entered into a Services contract dated 22 December 2005 with the Department's reference number of 2005/S99-099008 ("**Original Contract**") for the purposes of collecting and preparing data for the National pupil database and the school and college performance tables.
2. The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
3. The Department's reference number for this Variation Agreement is RD1000479.

**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 the Contract Extension for 2017-18 and 2018-19 national pupil data cycles.

1. Variation of the Original Contract
   1. The parties agree with effect from the date of this Agreement (but in respect of the period from 1 April 2017 onwards only) the Original Contract shall be varied as set out in Annex 1 attached.
   2. Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects and all accrued rights and liabilities under the Original Contract (including the Department’s obligation to make payments in respect of the period up to and including 31 March 2017) shall continue notwithstanding the changes made under this Agreement.
   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.
   4. Except as provided in this Clause 2 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.
2. 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.

1. 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.

1. The Contracts (Rights of third Parties) Act 1999
   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.
   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.
2. 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.

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| **Authorised to sign for and on behalf of the Education**  Signature  Date  Name in Capitals  Address in full | **Authorised to sign for and on behalf of the RM Education Ltd**  Signature  Date  Name in Capitals  Address in full |

ANNEX 1

Variations to Original Contract

1. All clauses in the original contract are deleted and replaced with the Contract Extension document appended at Annex 2 to this variation.

**ANNEX 2**

**CONTRACT EXTENSION DOCUMENT**