

THIS AGREEMENT is made on 20 August 2018.

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) **The National Children's Bureau**. Registered in England under number 952717, charity number 258825, whose registered office is 115 Mare Street, London, E8 4RU (the "**Contractor**")

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 2 August 2018 with the Department's reference number of CSCIPR_EA1_2018 ("**Original Contract**") for the role of facilitator to the multi-agency arrangements 'early adopter' programme.
- (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 CSCIPR_EA1_2018_01.

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 Schedule 1 and Schedule 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

Stephanie Brivo

Date: 20.08.18

STEPHANIE BRIVIO

Deputy Director, Children's
Social Care, Innovation, Practice and
Reform

Address in full:

Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Authorised to sign for and on behalf of
the National Children's Bureau

Ann Marie Hassall

Signature

Date: 21st August 2018

Name in Capitals

ANNAMARIE HASSALL

DIRECTOR

NATIONAL CHILDREN'S BUREAU

Address in full

NATIONAL CHILDREN'S BUREAU

We work

115 Mare Street

Hackney

London. E8 4RU

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

7. In Schedule two, the Key Performance Indicators shall be amended to reflect the added clarity that NCB have provided around the details for the work. The new KPIs are set out below.

	Description of Measure	Key Performance Indicator (including targets for success)	By when
Project management	Provide effective contract management	Contract reporting provided (on a monthly or quarterly basis) in the agreed format.	Quarterly
		Input to regular contract meetings and KPIs.	Quarterly
		Regular communication with DfE contract manager.	Ongoing
Communications and dissemination of learning	Widely disseminate relevant news, updates, best practice and case studies from early adopters in the form of quarterly news bulletins	News bulletins to go out on time as planned (3 news bulletins across the year), including to stakeholders not involved in the early adopter programme	Oct/Nov 2018 (in line with interim report) January 2019 May 2019
		Develop, design and disseminate a suite of resources such as learning examples, blogs and e-learning, all informed by emerging evidence and practice.	Ongoing from November 2018 - June 2019
	Plan, promote, facilitate and deliver up to 3 Learning and Development workshops.	Each session is evaluated and impact and practitioner feedback is reflected in written progress reports to DfE.	Sept 2018 January 2019 April 2019
	Plan, promote, facilitate and deliver 1 national learning event.	Identify key learning themes to inform the national learning event	May 2019
	event.	Feedback shows satisfaction that events met agreed outcomes Session is evaluated and impact and practitioner feedback is reflected in written progress reports to DfE.	June 2019

Stakeholder management	Host and maintain an online community of practice forum to allow partners to share updates, resources, and solve problems more easily.	All early adopters are signed up to and engaging with the online forum. Feedback shows satisfaction with running and operation of forum.	August 2019
	Plan, promote, facilitate and deliver up to 3 Learning and Development workshops	3 Learning and Development workshops held with attendance from key early adopter stakeholders.	Sept 2018 January 2019 April 2019
	Plan, promote, facilitate and deliver 1 national learning event	1 National learning event held with attendance from key stakeholders.	June 2019
Research and Evaluation	Build an evidence base through the development, design and dissemination of evaluation of approaches survey and call for evidence.	The research team will ensure that respondents and participants at each stage of data collection are representative of all relevant stakeholders and key demographic areas.	
	Plan and carry out focus groups (through learning and development workshops) and field visits.	Target response rates will be set and measured, illustrating importance of respondent's views and potential to shape practice changes	
	Develop, design and disseminate interim	Feedback from key stakeholders indicates	
	and final reports on early adopters progress and methodologies.	that report enables better understanding of the implications for partners of implementing multi-agency safeguarding arrangements. Early methodological report, main study report, and practice briefing examples are produced on time and as planned	

8. As a result of this contract variation, these updated KPIs will now include the additional work and KPIs set out below.

Purpose: Additional capacity for NCB to:

- engage with DJE regional events; and
- increase the number of EA area field visits to reflect the final number of 17 EA areas.

	Description of Measure	Key Performance Indicator (including targets for success)	By when
Communication and dissemination of learning	NCB will plan, develop and deliver a contribution to each of the regional events (up to 9 in total) hosted by the DJE in relation to the EA programme.	Content for the events is prepared and shared with DJE for agreement in a timely manner (at least 10 days prior to the events) Each event is attended by 1 member of NCB's senior project team, including delivery of a portion of the agenda.	November 2018 (1 st cluster) February/March 2019 (2 nd cluster) June 2019 (3 rd cluster)
	NCB will plan and deliver up to 5 EA site visits to observe, write up and disseminate emerging learning.	Each session is evaluated and impact and practitioner feedback is reflected in written progress reports to DJE.	October 2018 - March 2019

Resource required (exc. VAT): £13,857

Professional time	£10,875
Travel and subsistence	£2,232
Dissemination of findings	£750

9. As a result of the amendments above, Schedule 2 (1) – Project costs and the monthly billing profile, shall be amended in its entirety to read:

Objective	Activity / KPI	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (M)	VAT	Grand total
Project management	Write contract report		875			375			375			375	1500	300	1800
	Contract meetings and KITS		665			665			665			665	2660	532	3192
	Ongoing communication with DfE contract manager		257.5			642.5			257.5			642.5	1800	360	2160
Communications and dissemination of findings	Plan and Promote 3 L&D workshops		3192			0			2302			0	5094	1098.8	6592.8
	Plan and Promote 1 National learning event		0			377			3552			0	4429	885.8	5314.8
	Develop and disseminate 3 news letters		0			328			328			328	984	196.8	1180.8
	Develop, design and disseminate a suite of resources		0			2301			1918			328	4549	909.8	5458.8
Stakeholder management	Deliver 3 L&D workshops		1070			0			1315			830	3175	635	3810
	Deliver 1 national learning event		0			0			0			4070	4070	814	4884
	Host and maintain online forum		1134			1134			1134			1134	4536	907.2	5443.2
Research and Evaluation	Develop, design and disseminate evaluation of approaches survey and call for evidence		2155			2155			0			0	4310	862	5172
	Plan and carry out focus groups (through learning and development workshops) and field visits.		1437			2087			2087			0	5610	1122	6732
	Develop, design and disseminate interim and final reports		2140			1888						2784	6821	1364.2	8185.2
Contract Variation												49938	9988	59926	
	Plan, develop and deliver a contribution to each of the regional events (up to 9 in total) hosted by the DfE.		0			2459			2450			2459	7376	1475.2	8851.2
	NCB will plan and deliver up to 5 EA site visits to observe, write up and disseminate emerging learning.		0			2292			4180			0	6461	1296.2	7757.2
Total		0	12384	0	0	17205	0	0	20583	0	0	19635	63795	12759	76554

The total cost of the work will therefore now be £76,554, split across 2018-19 and 2019-20:

2018-19	2019-20
60,215	16,339

