

**CONTRACT VARIATION**

1<sup>st</sup> October 2022 – 30<sup>th</sup> September 2023

*Relating to*

**Pre-Registration Child Psychotherapy Education, and  
Training**

*(The “Contract”)*

1<sup>st</sup> October 2009 – 30<sup>th</sup> September 2023

*Between*

**Health Education England**

*(The “Authority”)*

Administered by

**Health Education England – London**

*And*

**Tavistock and Portman NHS Foundation Trust**

*(The “Education Provider”)*

## **BETWEEN**

- (1)** Health Education England (the “Authority”) administered by the Health Education England – London Regional Office
  - (2)** Tavistock and Portman NHS Foundation Trust (the “Education Provider”)
- (each “**a Party**” and together “**the Parties**”).

## **BACKGROUND**

- (A)** The Authority and Education Provider entered into an agreement to provide pre-registration education and training programmes as per the Contract 1<sup>st</sup> October 2009 to 30<sup>th</sup> September 2022 for Child Psychotherapy.
- (B)** This Agreement is supplemental and collateral to the Contract.

## **OPERATIVE PROVISIONS**

### **1.0 INTERPRETATION**

- 1.1 Unless otherwise stated, words and expressions defined in the Contract shall have the same meaning where they appear in this Agreement.
- 1.2 Any reference to the Contract includes any deed, licence, consent, approval or other agreement or instrument supplemental to it.
- 1.3 Except where the context expressly requires otherwise, references to clauses or Schedules are references to clauses of, or Schedules to, this Agreement and a reference in a Schedule to a paragraph is a reference to a paragraph of that Schedule.

### **2.0 VARIATIONS OF THE CONTRACT**

- 2.1 With effect from 1<sup>st</sup> October 2022, the Contract shall be read and construed as varied by the provisions set out in the Amendments to this Agreement in accordance with clause 18 (Variation) of the Contract.
- 2.2 The Contract shall remain fully effective as varied by this Agreement and the terms of the Contract shall have effect as though the provisions contained in this Agreement had been contained in the Contract.

### **3.0 END OF CONTRACT**

- 3.1 For the avoidance of doubt, the Contract will expire on 30th September 2023 and at this time Clauses 20.2 and 20.4 will be in effect.
- 3.2 For reference Clause 20.2 states "If following early termination pursuant to clause 20.1 (or expire of the Agreement by the effluxion of time) there are any students remaining undergoing Programmes, this Agreement (including associated funding) shall remain in full force and effect in relation to such Students until their courses have been completed or until the Education Provider has organised comparable alternative provisions, with the agreement of the Authority." To this end, the Contract shall continue to provide new Financial Schedules pertaining to existing commissioned students only in terms of tuition, placement and on occasion other activity.
- 3.3 Clause 20.4 states "In the event of early termination or expiry of the Agreement by the effluxion of time no further Students shall be enrolled by the Education Provider for the Programmes under the Agreement." As such, the Education Provider should expect no further new commissioned from the Authority.
- 3.4 For the avoidance of doubt the Education Provider should seek to confirm that the Contract will continue to apply to any student returning to the Programmes under the Agreement following a period of interruption or requiring an extension to the duration of their training at the earliest possible opportunity

### **4.0 CONFIDENTIALITY**

- 4.1 The Education Provider agrees that the existence and the contents of this Contract Variation shall constitute Confidential Information for the purposes of the Agreement and the Education Provider shall not make any disclosure to any third party relating to this Contract Variation other than in accordance with Clause 23 of the Agreement.

### **5.0 DISPUTE AND ARBITRATION**

- 5.1 The provisions of clauses 22 and 28 of the Contract shall apply in relation to any disputes or claims arising out of or in connection with this Agreement or its subject matter.

### **6.0 CONTRACTUAL RIGHTS OF THIRD PARTIES**

6.1 No term of this Contract Variation shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

**7.0 COUNTERPARTS**

7.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES BY THEIR  
AUTHORISED REPRESENTATIVES ON THE DATE STATED AT THE BEGINNING OF IT.**

**For and on behalf of the  
Education Provider:**

Signature

[Redacted Signature]

Full Name

[Redacted Full Name]

Position

[Redacted Position]

Date

25/11/22

**For and on behalf of  
the Authority:**

Signature

[Redacted Signature]

Full Name

[Redacted Full Name]

Position

[Redacted Position]

Date

28/11/2022

## VARIATIONS TO THE CONTRACT

The following Clauses are changed:

### **Clause 2. AGREEMENT DURATION**

Clause 2.1 is changed and from 1<sup>st</sup> October 2022 will now read:

- 2.1 This Agreement shall commence upon 1<sup>st</sup> October 2009 (the "Effective Date") and (subject to earlier termination pursuant to Clause 20) shall continue in force up to and including 30<sup>th</sup> September 2023.

Clause 2.2 is changed and from 1<sup>st</sup> October 2022 will now read:

- 2.2 Subject to clauses 2.3, 2.4 and 2.5 (below), on or after the third (3<sup>rd</sup>) anniversary of the Effective Date, this Agreement may be extended, on up to ten (10) occasions, for a further Academic Year, (the "**Extended Term**"), by the Authority serving a notice offering such an extension (the "**Extension Notice**") upon the Institution and the Institution serving an acceptance notice accepting such extension.

### **Clause 5. THE SERVICES**

In accordance with Clause 5, Schedule 1, 2 and 5 are revised and new Schedules are attached to this Contract Variation for the Contract Year 1<sup>st</sup> October 2022 – 30<sup>th</sup> September 2023. These schedules replace any previous schedules sent to the Education Provider.

**The following schedules are all new for the Contract Year 1<sup>st</sup> October 2022 – 30<sup>th</sup> September 2023 and replace any schedules previously sent to the Education Provider and are attached: -**

#### **Schedule 1 (Part A)**

Confirmation of Agreed Commissions for 1<sup>st</sup> October 2022 (New) by course and intake

#### **Schedule 1 (Part B) / Schedule 5 (Part A)**

Activity (Planned FTE) as agreed between both parties/ Contract Price (Finance) for 1<sup>st</sup> October 2022

#### **Schedule 5 (Part C)**

Clawback for the year 1<sup>st</sup> October 2021– 30<sup>th</sup> September 2022

#### **Schedule 6 - Funding to Extend Bursary Schemes**