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REDACTED  
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University of Oxford  
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Oxford  
OX1 5NY

CCS Ref: 00800347  
Cabinet Office Ref: RM1631-3

21 January 2021

Dear REDACTED

**Re: Contract Variation / Further Extension of Contractual Term for the Major Project Leadership Academy (MPLA)**

We are writing to formally vary the existing contract for Major Project Leadership Academy with your organisation signed on 25 January 2012, contract reference RM1631 as extended and varied by letter agreements between the parties dated 14 March 2016 and 4 February 2019 ("the Contract") on the terms set out in this letter.

**Background**

The Parties last extended the Contract by letter dated 4 February 2019. As stated in that letter, the Authority did not intend to extend the Contract for a further period beyond that set out in the letter. However, due to the unforeseen circumstances brought about by the global COVID-19 pandemic which has (i) resulted in suspension and delay to delivery of some Services under the Contract and (ii) caused delay to the launch of the Authority's intended procurement exercise to replace the Contract which would otherwise have expired on 24 January 2021, the Authority has requested, and the Contractor has agreed, to vary the terms of the Contract to:

- extend the term of Contract by a period of 18 months;
- provide for the completion of some delayed Services and some optional additional Services during the extended term (which will be referred to as the "Extended Final Phase");
- to provide for delivery of the Services in an alternative manner where this is required due to the ongoing national COVID-19 related restrictions (for example where face to face delivery cannot be accommodated);
- maintain the pricing structure for the Services to be delivered in the extension period and to provide for variations to total cohort price or participant fee, where an alternative manner of delivery of the Services is required.

The Parties have agreed to make consequential amendments to give effect to the above and, in addition, to update references in the Contract to new legislation which has replaced the Data Protection Act 1998 on and subject to the provisions of this letter.

**Variation**

1. The variations are made in accordance with Clause 42 of the Contract. With effect from 23.59 on 24 January 2021 the Parties agree to amend the Contract as follows:
  - 1.1 The Contract Period is extended for an additional period of 18 months, commencing on 25 January 2021 and expiring on 24 July 2022. Accordingly:
    - 1.1.1 The definition of Contract Period is deleted and replaced by the following:

*“Contract Period” means the period from the Commencement Date to:*

      - *the date of expiry set out in clause 2 (Initial Contract Period), or*
      - *following an extension pursuant to clause 46 (Extension of Initial Contract Period), the date of expiry of the extended period, or*
      - *the date of expiry of the extended Final Phase as described in Schedule 1 (Statement of Requirements) (“Extended Final Phase”); or*
      - *such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract.*
    - 1.1.2 Clause 46.2 is deleted.
  - 1.2 Schedule 1 (Statement of Requirements) is deleted in its entirety and replaced with the new Schedule 1 attached to this letter.
  - 1.3 Schedule 2 (Pricing) is deleted in its entirety and replaced with the new Schedule 2 attached to this letter. REDACTED
  - 1.4 The definition of “Training Services” and “DPA” are deleted and replaced by the following:
    - 1.4.1 *“Training Services” means the leadership training delivered by the Contractor, during Phase 1, Phase 2, Extended Phase 2, Final Phase and Extended Final Phase as further described in Schedule 1 (Statement of Requirements)*
    - 1.4.2 *“DPA” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including without limitation the General Data Protection Regulation (“GDPR”), the GDPR as applied in the United Kingdom (“UK GDPR”); the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party*
  - 1.5 Schedule 7 (Exit Management) is deleted in its entirety and replaced with the new Schedule 7 attached to this letter.

Unless agreed otherwise, all other terms and conditions of the Contract remain unchanged.

In this letter, unless stated to the contrary, terms defined in the Contract and used in this letter have the meanings set out in the Contract. The rules of interpretation set out in the Contract shall apply to this letter.

I would be grateful if you can sign one copy of this letter, confirming your acceptance of the variations to the Contract including the extension of the Contract Period and return by 22 January 2021 to me at the above address.

Should you wish to discuss this matter, please do not hesitate to contact me on the details below.

Yours sincerely

REDACTED

The Contractor accepts the terms of the variations as set out in this letter.

**Signed on behalf of the  
Contractor**

Oxford Saïd Business School Limited

**Authorised Signatory (print):**

REDACTED

Signature:

REDACTED

**Date:**

22 January 2021

**Signed on behalf of the  
Authority**

Cabinet Office

**Authorised Signatory (print):**

Tim Rogers

**Signature:**



**Date:**

22 January 2021