

**THIS VARIATION AGREEMENT** is made on 29<sup>th</sup> August 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) Royal Mail Group Limited (trading as **Parcelforce Worldwide**) (No: 4138203) whose registered office is situated at 100 Victoria Embankment, London, EC4Y 0HQ ("**Contractor**").

**RECITALS:-**

- (A) The Department and the Contractor entered into a Call Off Agreement under Order Number DFE/NCT/003 (the "Contract") for the purposes of logistics work for the National Curriculum Tests on 27 January 2017.
- (B) The Department and the Contractor have agreed to vary the terms of the Contract as set out in this agreement.
- (C) The Department's reference number for this Variation agreement is 01.
- (D) In accordance with paragraph 12 of Schedule 1 (Change Control Procedure) the parties have agreed that the changes described at Annex 1 to this agreement are sufficiently small in the effort required to process them that they do not need to be processed in accordance with such Change Control Procedure.

**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 make certain small changes to the Contract as described below.

2. **VARIATION AND EXTENSION OF THE CONTRACT**

2.1 The parties agree with effect from the date of this agreement that:

2.1.1 the Contract shall be varied as set out in Annex 1 attached;

2.1.2 all references to the "Order form" and paragraphs to it shall be taken as references to the Order form forming Part 1 of the Contract and that such variations are being made to correct errors in the drafting of the Order form; and

2.1.3 the requirements detailed at paragraphs 5.1, 5.2 and 5.3 of the Order Form shall not apply to any extension period resulting from the Department's exercise of the option contained in paragraph 1.3 of the Order form.

2.2 In addition to the amendments set out in Annex 1, the Contract shall be construed and interpreted as necessary to give effect to the amendments set out in Annex 1 of this Agreement.

2.3 The parties further agree that the Department has notified the Contractor of its intention to extend the Contract pursuant to paragraph 1.3.1 of the Order Form and that, accordingly, the Contract be extended, subject to the variations set out in Annex 1, with effect from the date of this Agreement, such that it shall continue in full effect until 31/08/2018

3. **COSTS**

Each party undertakes that this Agreement is executed by a duly authorised representative and that it shall be responsible for its own costs in relation to the negotiation and execution of this Agreement.

4. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

4.1 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. **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.

This agreement has been entered into on the date stated at the beginning of it.

**Authorised to sign for and on behalf of the Secretary of State for Education**

Signature



Date

25/8/17

Name in Capitals

LINA BENNETT  
DEPUTY DIRECTOR - TEST OPERATIONS

Address in full

STANDARDS AND TESTING AGENCY,  
53-55 BUTTS ROAD,  
CARLSON PARK,  
COVENTRY  
CV1 3BH

**Authorised to sign for and on behalf of Royal Mail Group Limited**

Signature



Date

29/8/17.

Name in Capitals

AUSTRIK COCHRAN  
OPERATIONS DIRECTOR  
PRESTON OPERATIONS

Address in full

LYTHAM HOUSE  
CALDEOTTE LAKE DRIVE  
CALDEOTTE  
MILTON KEYNES  
MK7 8UE.

## ANNEX 1

### VARIATIONS TO CONTRACT

- The date box (and its content) appearing underneath the opening paragraph the Order Form shall be removed.
- The date set out under “Commencement Date” in Paragraph 1.1 of the Order Form be deleted and replaced with 27 January 2017.
- The content of paragraph 1.2 of the Order Form under “Expiry Date” be deleted and replaced with:

“This contract shall expire on 31/08/17, save where the Customer exercises its option to extended as agreed pursuant to paragraph 1.3.1 below, in which case it shall expire on 31/08/18.”

- Order number

DELETE: DFE/GQL/003

INSERT: DFE/NCT/003