

Change Authorisation Note

CR NO.: RFC 209	TITLE: Contract Extension	DATE RAISED: 06/11/2015
PROJECT: Universal Jobmatch	TYPE OF CHANGE: Contract Change	REQUIRED BY DATE: 27/11/2015
MILESTONE DATE:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE: In accordance with Clause 67 of the Contract the Department has requested an extension to the Contract so that it continues for 12 months after the expiry of the Initial Contract Period, such extension to commence from March 19 th 2016 until March 18 th 2017 (inclusive). The Charges and financial model are agreed by the parties as £4,916,046.32 in total for the one year extension period, in accordance with Clause 30.2 of the Contract and Schedule 7.3. In the context of an extension of term the parties have agreed that mobile optimisation of the jobseeker site and full Employer Vetting are two services that will be delivered as continuous improvement at no additional charge to the Authority. Accordingly, the parties agree to progress these services as separate RFCs and agree to progress such RFCs simultaneously with this RFC 209. The parties have agreed that during the extension and any further extension (if applicable) that the parties will have the mutual right to terminate the Contract for convenience on at least 6 Months' prior written notice provided that the earliest that such notice can expire is 18 March 2017. Accordingly to reflect this agreement a new Clause 75.2 will be inserted into the Contract. The extension of the service is required in order to continue the Universal Jobmatch service after the expiry of the Initial Contract Period on March 18 th 2016. Accordingly the extension period will commence on March 19 th 2016 and will expire on March 18 th 2017 (all dates are inclusive).		

The employer vetting and mobilisation service are to enhance and up-date the current service.

The Contract will be extended so that it continues for twelve months after the expiry of the Initial Contract Period from March 19th 2016 to March 18th 2017 inclusive. The Services delivered will continue during the extension period in the same manner as during the Initial Contract Period.

PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:

The Contractor will charge the Authority £4,916,046.32 to extend the Contract by 12 months to 18 March 2017, in accordance with Schedule 7.3 of the Contract.

DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:

To reflect this contract change:

1. The following will be inserted into the Contract as a new Clause 75.2:

“During the One Year Extension and any subsequent extension periods implemented in accordance with clause 67.1, either party may terminate this Contract at any time by giving at least 6 Months’ prior written notice to the other party provided that the earliest that any such notice can expire is 18 March 2017. For the avoidance of doubt, should the Contract be terminated in accordance with this clause 75.2, the provisions set out in clauses 77 (Financial Consequences of Termination) and 78 (Consequences of Expiry or Termination) would apply in full”

2. Clause 76.1 shall be amended by inserting the following words at the start of the clause: *“Without prejudice to clause 75.2”*.
3. The words *“clause 75.2 (Termination by the Contractor)”* shall be added to clause

77.1.2 so that the clause reads as follows:

“if this Contract is terminated by the Authority in accordance with clause 73 (Termination on Insolvency or Change of Control), clauses 74.1 (Termination on Default) or 74.2 (Partial Termination), clause 75.2 (Termination by the Contractor) or for any other reason other than those specified in clause 77.2 below.”

4. The following new definition shall be added to Schedule 1 (Definitions):

“One Year Extension: the extension of the Initial Contract Period in accordance with clause 67.1 for a period of 12 months from 19 March 2016 to 18 March 2017”

5. The following new sentence shall be added to the end of paragraph 3.4.1 of Schedule 7.1 (Charges and Invoicing):

“For the avoidance of doubt, during the One Year Extension term the Contractor shall provide an employer vetting solution and a mobile optimisation solution (in each case together with associated services) at no additional cost to the Authority.”

6. Schedule 7.3 will be updated to reflect the revised monthly billing amount during the extension period of £[REDACTED]. The Appendix shall be amended as follows. Insert new tables 2a and 3a

DETAILS OF ANY SERVICE LEVELS AFFECTED: None	
DETAILS OF ANY OPERATIONAL SERVICE IMPACT: None	
DETAILS OF ANY INTERFACES AFFECTED: None	
SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE CONTRACTOR: Monster Worldwide Ltd
Signature: [REDACTED]	Signature: [REDACTED]
Name: [REDACTED]	Name: [REDACTED]
Position: Senior Commercial Manager	Position: Account Director
Date: _____ 27/11/15 _____	Date: 27/11/15