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## DEED OF VARIATION TO CONTRACT FORM

Contract Name: Psychological Wellbeing and Work Pilots – Telephone Support

District: CPA2: South Yorkshire JCP District

Contract Ref Number: UI DWP 101394/2 Variation Number: 1

BETWEEN:

The Secretary of State for Work and Pensions (hereinafter called “the Authority”)

And

REMPLOY (hereinafter called “the Contractor”)

The Contract is amended with effect from 2014:

1. The Contract is amended as follows:

**Clause A2 Initial Contract Period:** This Contract shall commence on the date specified within this contract (the commencement date) 26<sup>th</sup> August 2014 and shall expire automatically on 12<sup>th</sup> December 2014, unless it is otherwise terminated in accordance with the provisions of this Contract, or otherwise lawfully terminated, or extended under clause F9 (Extension of Initial Contract Period).

**Clause A6:** The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by the Authority by any discrepancies, errors or omissions therein except where such discrepancies, errors or omissions originate from documentation supplied by the Authority.

**Clause C2.7:** Reference to clause H2.3 is amended to clause H2.5.

**Clause F3.2:** Following such notice, the Authority and the Contractor shall enter into good faith negotiations (for a period of not more than thirty (30) Working Days from the date thereof or where, in the reasonable opinion of the Authority, the Variation is necessary as a matter of urgency due to circumstances outside the Parties’ control, such as shorter period as the Authority shall direct) to agree the Variation and any variation in the Contract Price that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree such matters within the relevant period set out in clause F3.2, the Authority shall by written notice to the Contractor:

a) agree that the Parties shall continue to perform their obligations under the Contract without the Variation; or

b) if the Parties, acting reasonably, are unable to agree the Variation in the Contract Price referred to in clause F3.3, the matter shall be referred to dispute resolution under clause I.2. Pending resolution of the matter the Contractor shall nonetheless implement and comply with the Variation.

c) terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at clause I2.

**Clause G1.5:** Subject always to clause G1.1, and without prejudice to clause H2, the liability of either Party for Defaults shall be subject to the following financial limits:

a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed the greater of one hundred thousand pounds (£100,000) or the contract price paid or payable by the Authority; and

b) the annual aggregate liability under the Contract of either Party for all Defaults (other than a Default governed by clauses E8.4 (Intellectual Property Rights) or G1.4) shall in no event exceed the greater of one hundred thousand pounds (£100,000) or the contract price paid or payable by the Authority; and

c) The aggregate liability of the Contractor under clause E8.3 (Intellectual Property Rights) shall in no event exceed the greater of one hundred thousand pounds (£100,000) or the Contract Price paid or payable by the Authority.

2. Words and expressions in this Deed shall have the meanings given to them in the Contract.

3. The Contract, including any previous variations and Deeds, shall remain effective and unaltered except as amended by this Deed.

This document is executed as a Deed and is delivered and takes effect at the date written at the beginning of it.

Executed as a Deed for and on behalf of:

**(1) REMPLOY**

**Signed by:-**

Director Name: REDACTED

**Witnessed in the presence of:-**

Witness Name: REDACTED

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|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Director Signature:                                                                                               | Witness Signature:                                                                                                                   |
| Date of Signature:                                                                                                | Date of Signature:                                                                                                                   |
| <b>AND</b>                                                                                                        |                                                                                                                                      |
| <b>(2) The Secretary of State for Work and Pensions, for and on behalf of the Authority.</b>                      |                                                                                                                                      |
| <b>Signed by:-</b><br>Name: REDACTED<br><br>Signature:<br><br>Date of Signature:<br><br>Position in Organisation: | <b>Witnessed in the presence of:-</b><br>Name: REDACTED<br><br>Signature:<br><br>Date of Signature:<br><br>Position in Organisation: |