

Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	Department for Business, Energy and Industrial Strategy ("the Buyer") And Eversheds Sutherland (International) LLP ("the Supplier")	
Contract name:	OPC Instructions ("the Contract")	
Contract reference number:	Con_3040/ prj 410	
Details of Proposed Variation		
Variation initiated by:	Buyer	
Variation number:	01	
Date variation is raised:	05/12/2022	
Proposed variation	End Date Extension from 5 th December 2022 to January 18 th 2023.	
Reason for the variation:	<p><i>The original forecast indicated that 3 months would be required to complete this work. The complexity and interconnected nature of the work has meant that progress has taken longer than estimated. An extension of 6 weeks is needed to allow more time to complete the work. No additional budget is required.</i></p> <p>Extension was agreed and approved prior to the contract date, but this variation form was not able to be sent for signature till 6th December 2022. The Supplier has been working at risk on the 6th December and for so long till this variation is signed.</p>	
An Impact Assessment shall be provided within:	N/A	
Impact of Variation		
Likely impact of the proposed variation:	All deliverables to remain the same. Contract end date to change to 18 January 2022.	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> ● Framework Schedule 6- Change to End Date on Order Form 	
Financial variation:	Original Contract Value:	£ 589,266
	Additional cost due to variation:	£ 0
	New Contract value:	£ 589,226

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1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signature Area

([dd.mm](#).yyyy | hh:mm:ss)

Organisation Name: -----
Department for Business, Energy & Industrial
Strategy

Role/Title:



Name:

██████████

Signature:

09 December 2022 | 18:20:53 CET

Organisation Name:
Eversheds Sutherland (International) LLP

Role/Title:



Name:



Signature:



08 December 2022 | 18:31:04 CET

([dd.mm](#).yyyy | hh:mm:ss)

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exit Information"	1 has the meaning given to it in Paragraph 2.1 of this Schedule;
"Exit Plan"	2 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 3 of this Schedule;
"Termination Assistance"	3 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance as is reasonably required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	4 has the meaning given to it in Paragraph 4.1 of this Schedule;
"Termination Assistance Period"	5 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 4.2 of this Schedule;

2. Assisting re-competition for Deliverables

2.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).

2.2 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

2.3 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for

those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.2

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3. Exit Plan

3.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 3.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

3.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 3.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3.3 The Exit Plan shall set out, as a minimum:

3.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

3.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

3.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

3.3.4 proposals for the training of and/or hand-over of Exit Information to key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

3.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

3.4 The Supplier shall:

3.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- (a) every [six (6) months] throughout the Contract Period; and
- (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

3.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

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3.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 3.2 or 3.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

3.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

4. Termination Assistance

4.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

4.1.1 the nature of the Termination Assistance required; and

4.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

4.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

4.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

4.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

4.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

4.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 3, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

5. Termination Assistance Period

5.1 Throughout the Termination Assistance Period the Supplier shall:

5.1.1 provide the Termination Assistance;

5.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

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5.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

5.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6. No charges

6.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Signature Area

([dd.mm](#).yyyy | hh:mm:ss)

Organisation Name: -----
Department for Business, Energy & Industrial
Strategy

Role/Title:

Name:

██████████

Signature:

09 December 2022 | 18:20:53 CET

Organisation Name:
Eversheds Sutherland (International) LLP

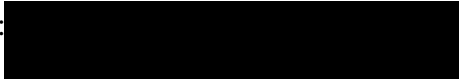
Role/Title:



Name:



Signature:



08 December 2022 | 18:31:04 CET

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