



Department
for Work &
Pensions



European Union
European
Social Fund

Redacted

Senior Commercial Category Manager
Employment Category
Department for Work and Pensions
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Leeds
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11th May 2021

Redacted

Maximus UK Services Limited
First Floor
29 Queen Anne's Gate
London
SW1H 9BU

CHANGE AUTHORISATION LETTER: CV09A

Dear **Redacted**

Contract (as amended) between the (1) Secretary of State for Work and Pensions (the "Authority") and (2) Maximus UK Services Limited (the "Contractor") set out at Schedule 1 (the "CV09A Contract")

1. The Authority wishes to amend the CV09A Contract set out at Schedule 1 to this letter in accordance with CV09A and the schedules attached to CV09A.
2. Terms used but not otherwise defined in this letter have the same meaning as set out in the CV09A Contract to which the term refers.

Background

3. The purpose of CV09A is to cap the CV09A Contract, so that the sum total of CV03 Interim Payments paid to a Contractor pursuant to the CV09A Contract, CV09A, CV03 and CV04 cannot exceed (in totality, and exclusive of VAT) the amounts detailed in Schedule 2: ESF Value CAP.
4. The Authority and the Contractor acknowledge that the modifications outlined in CV09A are in accordance with the policy set out in PPN 01/20, and that both parties shall act in good faith and work together towards the principles set out in PPN 01/20.

5. The Authority reasonably anticipates that the Procurement Regulations will apply to CV09A and the Parties shall ensure that there is a lawful basis for agreeing CV09A under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to the current COVID-19 pandemic, this may include in particular justifications under Regulation 72 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.
6. CV09A shall be interpreted and construed so that it varies the CV09A Contract set out at Schedule 1.
7. The CV09A Contract, including any previous variations, will remain effective and unaltered except as amended by CV09A.

Definitions

8. The following terms shall have the meaning as set out below and shall be incorporated into each CV09A Contract:

“Authority” and **“Contracting Body”** means the Secretary of State for Work and Pensions.

“PPN 01/20” means Procurement Policy Note 01/20, as updated or amended from time to time, setting out information and guidance for public bodies on how they should respond to COVID-19 and the commercial actions they can take.

“CV09A” means this letter and the schedules attached to this letter.

9. In consideration of the rights and obligations created, granted and assumed by the Authority and the Contractor to each other pursuant to CV09A, the parties have agreed to enter into CV09A.
10. Notwithstanding any other term of the CV09A Contract, the Parties agree to incorporate CV09A into the CV09A Contract. The CV09A Contract will be modified in accordance with the terms of CV09A.
11. The following Schedules are attached to CV09A:
 - i. Schedule 1: The Contract modified by CV09A;
 - ii. Schedule 2: ESF Value CAP
12. The terms of CV09A take effect from the 11th May 2021.
13. CV09A shall not constitute a waiver of any right or remedy of the Authority or the Contractor arising before, during or after CV09A, except to the extent set out in CV09A.
14. If there is an inconsistency between any of the provisions of CV09A and the provisions of the CV09A Contract, the provisions of CV09A shall prevail.
15. The provisions of the CV09A Contract shall, save as amended in CV09A, continue in full force and effect, and shall be read and construed as one document with CV09A.

Please follow the instructions in the covering email in order to confirm your acceptance of CV09A.

If you have any queries, please contact the team through the Jaggaer (DWP e-portal) Messaging system.

Yours faithfully,

Redacted

Redacted

Senior Commercial Category Manager
Employment Category

For and on behalf of the Authority

Schedule 1: Contract modified by CV09A

The following contract is modified in accordance with CV09A:

Contract Type	Contract Reference	Contract Name/Description	Contract Start
ESF1	N/A	N/A	N/A
ESF2	ECM_3471	South East Midlands	16/01/2017

Key

ESF1: ESF Marches or ESF Enterprise M3

ESF2: Extended ESF 2014-20

Schedule 2: ESF VALUE CAP

Contract Type, Contract Provision	Modification						
<p>ESF2, Schedule 4 (as inserted by CV04)</p>	<p><i>Replace Annex 5 of Schedule 4 (as inserted by CV04) with the below new Annex 5.</i></p> <p><u>ANNEX 5: ESF VALUE CAP</u></p> <p>The sum total of the Fees and or CV03 Interim Payments paid to a Contractor pursuant to the CV09A Contract, CV09A, CV03 and or CV04 cannot exceed (in totality, and exclusive of VAT) the amounts detailed in the below table. If amounts paid to the Contractor pursuant to the CV09A Contract, CV09A, CV03 and or CV04 exceed the amounts as detailed in the below table, the amounts over and above the amounts as detailed in the below table will be immediately repayable in full to the Authority.</p> <table border="1" data-bbox="368 837 1299 1048"> <thead> <tr> <th data-bbox="368 837 743 1005">LEP Area</th> <th data-bbox="743 837 1070 1005">Provider</th> <th data-bbox="1070 837 1299 1005">Total Contract Value (GBP) exclusive of VAT</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1005 743 1048">South East Midlands</td> <td data-bbox="743 1005 1070 1048">Maximus</td> <td data-bbox="1070 1005 1299 1048">£1,592,647</td> </tr> </tbody> </table>	LEP Area	Provider	Total Contract Value (GBP) exclusive of VAT	South East Midlands	Maximus	£1,592,647
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