
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): December 12, 2016

CONDUENT INCORPORATED

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction
of incorporation)

001-37817
(Commission
File Number)

81-2983623
(IRS Employer
Identification No.)

233 Mount Airy Road, Suite 100
Basking Ridge, New Jersey
07920
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (908) 758-1200

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Election of Directors; Compensatory Arrangements of Certain Officers

On August 15, 2016, as Exhibit 10.7 to Amendment No. 1 to Registrant's Form 10 Registration Statement, Registrant filed a copy of the Letter Agreement dated June 10, 2016 ("Letter Agreement") relating to the compensation of Ashok Vemuri, who will become the Chief Executive Officer of Conduent Incorporated upon the separation of Xerox Corporation into two publicly-traded companies. Mr. Vemuri is currently serving as an Executive Vice President of Xerox Corporation and the Chief Executive Officer of Xerox Business Services, LLC until the separation is complete.

On December 12, 2016, the Letter Agreement was amended to increase the cash sign-on award from \$500,000 to \$1,725,000. In addition, Sections 1 (c)(i) and (iii) of the Severance Letter Agreement Providing Certain Benefits Upon Termination of Employment Following a Change in Control dated July 1, 2016 between Xerox Corporation and Mr. Vemuri ("Change in Control Severance Agreement") were amended to delete the references to "20%" and replace them with "50%".

Attached as Exhibit 99.1 to this Report is a copy of the Amendment Letter dated December 12, 2016 amending the Letter Agreement and the Change in Control Severance Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment Letter dated December 12, 2016 amending Letter Agreement dated June 10, 2016 regarding compensation arrangements for Ashok Vemuri and Change in Control Severance Agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Registrant has duly authorized this Report to be signed on its behalf by the undersigned duly authorized.

Date: December 16, 2016

CONDUENT INCORPORATED

By: /s/ **D. H. Marshall**

Douglas H. Marshall
Secretary

EXHIBIT INDEX

**Exhibit
No.**

Description

99.1 Amendment Letter dated December 12, 2016 amending Letter Agreement dated June 10, 2016 regarding compensation arrangements for Ashok Vemuri and Change in Control Severance Agreement.



Ursula M. Burns
 Chairman and Chief Executive
 Officer

Xerox Corporation
 45 Glover Avenue
 6th Floor
 Norwalk, CT 06856-4505

December 12, 2016

Ashok Vemuri

Reference is made to that certain letter dated June 10, 2016 from Ursula Burns, Chairman and Chief Executive Officer of Xerox Corporation to you (“Offer Letter”) (copy attached as Exhibit 1), as well as that certain Amended and Restated Severance Letter Agreement Providing Certain Benefits Upon Termination of Employment Following a Change In Control dated July 1, 2016 between you and Xerox Corporation (“CoC Agreement”) (copy attached as Exhibit 2).

Due to certain circumstances that have arisen, as discussed with you, it is desirable to mutually amend both the Offer Letter and the CoC Agreement. In this regard, the following amendments are made:

- (1) In the Offer Letter, in the third full paragraph on page 2, the first sentence is deleted and replaced with the following: “In addition, you will receive a cash sign-on award of \$1,725,000 with \$500,000 payable within fifteen days of your start date and the balance paid on or before December 31, 2016”.
- (2) In the CoC Agreement, in Sections 1(c)(i) and (iii), the percentage “20%” is deleted and replaced with the percentage “50%”.

To evidence your concurrence with the foregoing amendments, and confirm you deem the CoC Agreement with this amendment to be in customary form for purposes of the Offer Letter, please sign below both copies of this letter amendment keeping one for your files and transmitting one back to me.

Sincerely,

/s/ Ursula M. Burns
 Ursula Burns

cc: Darrell Ford

I agree to the amendments contained herein.

/s/ Ashok Vemuri 12/12/2016
 Ashok Vemuri Date