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PCSS Call-Off Terms  
Schedule 5.3 (Exit Management)

# Primary Care Support Services Call-Off Terms

## Schedule 5.3

### **Exit Management**

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1. **Definitions**

Unless defined within this Schedule, or in the Call-Off Order Form applicable to this Call-Off Agreement, the definitions in Schedule 1 of the Framework Agreement shall apply.

2. **Overview**

The Supplier shall support the orderly transition of the Services from the Supplier to the Customer and/or to any Replacement Supplier in the event of termination (including a partial termination) or expiry of this Call-Off Agreement. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition. The Supplier shall be responsible for the overall management of the exit and service transfer arrangements.

3. **Contract life obligations**

3.1 During the Term, the Supplier shall:

3.1.1 create and maintain a register of all:

(a) Assets, detailing their:

(i) make, model and asset number;

(ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;

(iii) Net Book Value;

(iv) condition and physical location; and

(v) use (including technical specifications); and

(b) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with minimal disruption;

3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

3.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Call-Off Agreement.

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3.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) months of the Call-Off Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call-Off Agreement and all matters connected with this Schedule and each Party's compliance with it.

4. **Obligations to assist on re-tendering of Services**

4.1 Subject to Paragraph 4.2, on reasonable notice, the Supplier shall, or shall procure that any Key Sub-contractors shall, provide to the Customer and/or a potential Replacement Supplier the following material and information in order to facilitate the preparation by the Customer for a proposed or actual exit or procurement and/or to facilitate any potential Replacement Supplier undertaking due diligence:

4.1.1 details of the Services and any information required to populate the Customer's knowledge repository to be accessed by a potential Replacement Supplier during the re-tender process;

4.1.2 a list of all ongoing projects (maintenance and upgrades) and changes scheduled in relation to the provision of the Services;

4.1.3 a list of open issues and full list of known (unresolved) issues;

4.1.4 an inventory of Customer Equipment in the Supplier's possession or control, including all asset lists (physical and virtual), lists of associated software, network configuration diagrams, and all documented processes/procedures pertaining to the delivery of the Customer Services;

4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

4.1.6 to the extent permitted by applicable Law, all information relating to transferring employees required to be provided by the Supplier under this Call-Off Agreement in accordance with Schedule 6.1 (Staff Transfer) of the Call-Off Agreement;

4.1.7 an inventory of the Customer Data in the Supplier's possession or control;

4.1.8 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

4.1.9 provision of assistance as required by the Customer in answering questions from potential Replacement Supplier(s); and

4.1.10 such other material and information as the Customer may reasonably require.

(together, the "**Exit Information**").

4.2 In addition to the Customer's rights pursuant to Clause 28 (Confidentiality) of the Call-Off Agreement, the Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party

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whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement, provided that:

- 4.2.1 such disclosure shall be subject to confidentiality provisions substantially similar to those imposed on the Supplier pursuant to Clause 28 (Confidentiality) of the Call-Off Agreement; and
  - 4.2.2 the Customer may not under this Paragraph 4.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs.
- 4.3 The Supplier shall:
- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Customer regarding such proposed material changes; and
  - 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than one (1) update in any one (1) month period.
- 4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 4.5.1 prepare an informed offer to supply those Services; and
  - 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
5. **Exit Plan**
- 5.1 The Supplier shall, within twenty-eight (28) days after the Call-Off Effective Date, deliver to the Customer an Exit Plan which:
- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call-Off Agreement (including any variation to the Supplier's proposed methodology in the event of a partial termination of this Call-Off Agreement);
  - 5.1.2 complies with the requirements set out in Paragraph 5.3; and
  - 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 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 thirty (30) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 The Exit Plan shall set out, as a minimum:

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- 5.3.1 how the Exit Information is obtained using automated asset discovery and tracking, or the use of an industry standard repository such as a configuration management database (CMDB);
  - 5.3.2 separate plans for dealing with an Ordinary Exit and an Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Customer shall require to enable the Customer or its Sub-contractors to provide the Services;
  - 5.3.3 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
  - 5.3.4 the scope of the Termination Services that may be required for the benefit of the Customer (including such of the services set out in Annex 1 to this Schedule as are applicable);
  - 5.3.5 a timetable and critical issues for providing the Termination Services;
  - 5.3.6 any charges that would be payable for providing the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Permitted Contract Change and with at least the same level of transparency), together with a capped estimate of such charges, provided that no such charge shall be levied for obligations already required of the Supplier by the Call-Off Agreement;
  - 5.3.7 how the Termination Services would be provided (if required) during the Termination Assistance Period;
  - 5.3.8 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Schedule 6.1 (Staff Transfer) of the Call-Off Agreement;
  - 5.3.9 detailed descriptions of where Sub-contractors support the delivery of Services and how these Sub-contractors may be impacted by or required to support the Termination Services;
  - 5.3.10 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
  - 5.3.11 how implementation of the Exit Plan and the individual activities set out therein would vary in the event of a partial termination of this Call-Off Agreement.
- 5.4 The Parties acknowledge that the migration of the Services from the Supplier to the Customer and/or its Replacement Supplier may be phased, such that some of the Services are migrated before others for operational reasons.
- 5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the

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revised Exit Plan to the Customer for review. Within thirty (30) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that thirty (30) Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 5.6 Until such time as the Exit Plan has been agreed between the Parties, the Supplier acknowledges that it shall not Achieve the Transformation Completion Milestone nor shall it be entitled to issue an invoice (if any) in respect of that Milestone.

#### **Finalisation of the Exit Plan**

- 5.7 Within seven (7) Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Call-Off Agreement, the Supplier will submit for the Customer's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

- 5.8 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within seven (7) Working Days following its delivery to the Customer then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

## **6. Termination Services**

### **Notification of requirements for Termination Services**

- 6.1 The Customer shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier in writing ("**Termination Assistance Notice**"):

6.1.1 at least twenty-eight (28) days prior to the date of termination or expiry of this Call-Off Agreement; or

6.1.2 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 the:

6.1.3 date from which Termination Services are required, which shall be at least ten (10) Working Days after the Termination Assistance Notice is sent;

6.1.4 nature of the Termination Services required; and

6.1.5 period during which it is anticipated that Termination Services will be required, which shall continue no longer than twelve (12) months after termination or expiry of this Call-Off Agreement and shall be agreed between the Customer and Supplier on a rolling one (1) month basis.

- 6.2 The Customer shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend

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for more than six (6) months and shall be renewed on a rolling one (1) month basis after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

**Termination Assistance Period**

- 6.3 The termination assistance period shall begin on the date specified in the Termination Assistance Notice and end on the earlier of:
- 6.3.1 the date that the Termination Services are no longer required from the Supplier;  
or
  - 6.3.2 the date twelve (12) months from and including the Call-Off Termination Date,  
such period being the "**Termination Assistance Period**".
- 6.4 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
- 6.4.1 continue to be under an obligation to provide the Services (as applicable) and, if required by the Customer pursuant to Paragraph 6.1, provide the Termination Services;
  - 6.4.2 in addition to providing the Services and the Termination Services, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call-Off Agreement in part or in whole and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or any Replacement Supplier;
  - 6.4.3 subject to Paragraph 6.5, use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.4.2 without additional costs to the Customer;
  - 6.4.4 provide the Services and the Termination Services at no detriment to the Target Service Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.6; and
  - 6.4.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 6.5 Without prejudice to the Supplier's obligations under Paragraph 6.4.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.4.2 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services, existing obligations pursuant to the Call-Off Agreement or the Exit Plan shall be subject to the Change Control Procedure.
- 6.6 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more

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particular Target Service Level(s), the Parties shall vary the relevant Target Service Level(s) and/or the applicable Service Credits to take account of such adverse effect.

- 6.7 Notwithstanding Paragraph 6.6 the Supplier shall not take any action or fail to perform any duties which adversely affect the Service Levels of any other Customer under the Framework Agreement or under any other Call-Off Agreement.

**Termination Obligations**

- 6.8 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 6.9 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), the Supplier shall:
- 6.9.1 provide the Customer and/or Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
  - 6.9.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion within one (1) month of the end of the Termination Services;
  - 6.9.3 return to the Customer such of the following as is in the Supplier's possession or control:
    - (a) all Customer Equipment;
    - (b) all copies of any other materials including any parts of the IT Environment which belong to the Customer; and
    - (c) any items that have been on-charged to the Customer (such as consumables);
    - (d) vacate any Customer Premises;
  - 6.9.4 provide access during normal working hours and in exceptional circumstances outside of working hours to the Customer and/or the Replacement Supplier during the Termination Assistance Period including access to:
    - (a) such information relating to the Services as remains in the possession or control of the Supplier; and
    - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 6.9.4(b).
- 6.10 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule),

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each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

6.11 Except where this Call-Off Agreement provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

7. **Assets, Sub Contracts and Software**

7.1 Following notice of termination of this Call-Off Agreement and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

7.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

7.1.3 terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.4.5, the Customer shall provide written notice to the Supplier setting out:

7.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("**Transferring Assets**");

7.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Customer and/or the Replacement Supplier requires the continued use of; and

7.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Services or Replacement Services.

7.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

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- 7.3.1 a Termination Payment is payable by the Customer to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
- 7.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Call-Off Agreement, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 7.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.
- 7.5 Where the Supplier is notified in accordance with Paragraph 7.2.2 that the Customer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 7.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 7.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 7.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 7.7 The Customer shall:
- 7.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 7.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 7.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 7.9 The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to Paragraph 7.6 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

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**8. Supplier Personnel**

- 8.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Part D of Schedule 6.1 (Staff Transfer) to the Call-Off Agreement will apply.
- 8.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or any Replacement Supplier.
- 8.3 During the Termination Assistance Period, the Supplier will give the Customer and/or any Replacement Supplier reasonable access to the Supplier Personnel to present the case for transferring their employment to the Customer and/or Replacement Supplier.
- 8.4 The Supplier will immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 8.5 The Supplier will not either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away otherwise than by general advertising) from the employment of the Customer and/or any Replacement Supplier any employees, contractors or sub-contractors whose employment or engagement is transferred to the Customer and/or any Replacement Supplier for a period of twelve (12) months from the date of transfer.

**9. Charges**

- 9.1 During the Termination Assistance Period (or for such shorter period as the Customer may require the Supplier to provide the Termination Services), the Customer shall pay the Charges to the Supplier in respect of the Termination Services, such Charges to be calculated in accordance with Paragraph 5.3.6. If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.
- 9.2 If no Exit Plan has been agreed, the costs of providing Termination Services shall be calculated in accordance with the methodology set out in Paragraph 5.3.6, and agreed between the parties in accordance with the Change Control Procedure.
- 9.3 Except as otherwise expressly specified in this Call-Off Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

**10. Apportionments**

- 10.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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- 10.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
  - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 10.1 as soon as reasonably practicable.

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**ANNEX 1**

**Scope of the Termination Services**

1. The Termination Services to be provided by the Supplier shall include such of the following services as the Customer may specify:
  - 1.1 ceasing all non-critical Software changes (except where agreed in writing with the Customer);
  - 1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
  - 1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Customer and/or the Replacement Supplier after the end of the Termination Assistance Period;
  - 1.4 delivering to the Customer the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services);
  - 1.5 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
  - 1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
  - 1.7 providing the Customer with any problem logs which have not previously been provided to the Customer;
  - 1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
  - 1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
  - 1.10 reviewing all Software libraries used in connection with the Services and providing details of these to the Customer and/or the Replacement Supplier;
  - 1.11 making available to the Customer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Customer (acting reasonably) at the time of termination or expiry;
  - 1.12 assisting in establishing naming conventions for any new production site;

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- 1.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- 1.14 generating a computer listing of the Source Code of all Specially Written Software in a form and on media reasonably requested by the Customer;
- 1.15 agreeing with the Customer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 1.16 delivering copies of the production databases (with content listings) to the Customer's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Customer;
- 1.17 assisting with the loading, testing and implementation of the production databases;
- 1.18 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Call-Off Agreement;
- 1.19 in respect of the maintenance and support of the Services, providing historical performance data for the preceding twenty four (24) months (or shorter period where the Services have been provided for less than twenty four (24) months);
- 1.20 assisting in the execution of a parallel operation of the maintenance and support of the Services until the end of the Termination Assistance Period or as otherwise specified by the Customer (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- 1.21 providing an information pack listing and describing the Services for use by the Customer in the procurement of the Replacement Services;
- 1.22 answering all reasonable questions from the Customer and/or the Replacement Supplier regarding the Services;
- 1.23 agreeing with the Customer and/or the Replacement Supplier a plan for the migration of the Customer Data to the Customer and/or the Replacement Supplier;
- 1.24 providing access to the Customer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Services to the Customer and/or the Replacement Supplier:
  - 1.24.1 to information and documentation relating to the transfer of the Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
  - 1.24.2 following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
- 1.25 knowledge transfer services, including:

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- 1.25.1 transferring all training material and providing appropriate training to those Customer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
  - 1.25.2 providing for transfer to the Customer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
  - 1.25.3 providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.
2. The Supplier shall (to the extent that the Customer has requested the provision of the relevant Termination Services):
- 2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.11 of this Annex for agreement by the Customer at the time of termination or expiry of this Call-Off Agreement;
  - 2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.15 of this Annex, providing skills and expertise of a suitable standard; and
  - 2.3 fully co-operate in the execution of the Customer Data migration plan agreed pursuant to Paragraph 1.23 of this Annex, providing skills and expertise of a reasonably acceptable standard.
3. The information which the Supplier shall provide to the Customer and/or the Replacement Supplier pursuant to paragraph 1.25 of this Annex (to the extent that such Termination Services are required by the Customer) shall include:
- 3.1 copies of up to date procedures and operations manuals;
  - 3.2 product information;
  - 3.3 agreements with third party suppliers of goods and services which are to be transferred to the Customer and/or the Replacement Supplier;
  - 3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Customer pursuant to this Schedule;
  - 3.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
  - 3.6 details of physical and logical security processes and tools which will be available to the Customer; and
  - 3.7 any relevant interface information.

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4. During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Customer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
  - 4.1 the Customer and/or the Replacement Supplier requiring access to any Sites pursuant to this Paragraph 4 shall:
    - 4.1.1 be subject to confidentiality provisions substantially similar to those imposed on the Supplier pursuant to Clause 28 (Confidentiality) of the Call-Off Agreement; and
    - 4.1.2 procure that any of their agents or personnel (including employees, consultants and suppliers), during each period of access, comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Customer deems reasonable; and
  - 4.2 the Customer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.