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PSN CONNECTIVITY

APPENDIX 7

CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT

1 CUSTOMER AUTHORITY EQUIPMENT

1.1 The Customer Authority Equipment consists of the Transferring-In Assets and the Contractor Procured Assets as such assets are more particularly identified in the tables below in this Paragraph 1.

1.2 In accordance with Clause 14 of the Call-Off Terms, the ownership of the Transferring-In Assets shall remain with the Customer Authority during the Term.

Transferring-In Assets	Reference / ID number, if applicable
<i>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000</i>	

1.3 In accordance with Clause 14 of the Call-Off Terms, the ownership of the Contractor Procured Assets shall transfer to the Customer Authority on payment of the related Milestone Payment(s) and, thereafter, shall remain with the Customer Authority during the Term.

Contractor Procured Assets	Reference / ID number, if applicable
<i>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act</i>	

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2 CONTRACTOR EXCLUSIVE EQUIPMENT

2.1 The Contractor Exclusive Equipment consists of the equipment set out in the table below in this Paragraph 2. For the avoidance of doubt, the Contractor Exclusive Equipment is part of the Exclusive Equipment and is also part of the Contractor Equipment.

2.2 In accordance with Clause 14 of the Call-Off Terms, the ownership of the Contractor Exclusive Equipment shall remain with the Contractor during the Term and, on expiry or termination of all or part of this Call-Off Contract and, if requested by the Customer Authority, the Contractor shall assign such requested Contractor Exclusive Assets to the Customer Authority in accordance with Paragraph 9 of Schedule 6.4 (Exit Management) unless otherwise stated in Paragraph 19 of Appendix 10 (Charging and Invoicing).

Contractor Exclusive Equipment	Reference / ID number, if applicable	
<i>The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000</i>		
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3 EXCLUSIVE EQUIPMENT

All of the Transferring-In Assets, Contractor Procured Assets and Contractor Exclusive Assets shall be Exclusive Equipment for the purposes of this Call-Off Contract.

4 ENCUMBRANCES

There shall be no encumbrances by the Contractor of Customer Authority Equipment (including both the Transferring-In Assets and the Contractor Procured Assets) and the Customer Exclusive Equipment except where expressly agreed by the Parties in accordance with the Change Control Procedure and set out in this Appendix 7.

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5 CUSTOMER AUTHORITY SOFTWARE

5.1 The Customer Authority Software consists of the Transferring-In Software and the Contractor Procured Software; as such software is more particularly identified in the tables below in this Paragraph 5.

5.2 In accordance with Clause 14 of the Call-Off Terms, the Transferring-In Software is proprietary to the Customer Authority or to the relevant third party and shall not transfer to the Contractor. The Contractor shall have a right to use such Transferring-In Software during the Term in accordance with Clause 14 of the Call-Off Terms.

Transferring-In Software	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

5.3 In accordance with Clause 14 of the Call-Off Terms, the Contractor Procured Software shall transfer to the Customer Authority on payment of the related Milestone Payment(s) and, thereafter, shall remain with the Customer Authority during the Term. The Contractor shall have a right to use such Contractor Procured Software during the Term in accordance with Clause 14 of the Call-Off Terms.

Contractor Procured Software	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

6 EXCLUSIVE CONTRACTOR SOFTWARE

The Exclusive Contractor Software is set in the table below in this Paragraph 6. The Exclusive Contractor Software shall be used exclusively for the provision of the Services to the Customer Authority. On expiry or termination (all or part) of the Call-Off Contract, the Contractor shall novate, assign or otherwise transfer the relevant Exclusive Contractor Software to the Customer Authority or a Replacement Contractor(s), as applicable.

Exclusive Contractor Software	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

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7 THIRD PARTY CONTRACTS

7.1 The Third Party Contracts for support and maintenance are set out in the table below in this Paragraph 7.

Third Party Support and Maintenance Contracts	Reference / ID number, if applicable
Dimension Data Darwin House, Lichfield South Birmingham Road, Lichfield, Staffordshire WS14 0QP - 04036009	Router and probe support and maintenance

7.2 The Contractor is responsible for ensuring that the Third Party Contracts (including those that relate to the Customer Authority Equipment, Exclusive Equipment, Customer Authority Software and Exclusive Contractor Software) required for the provision of the Services in accordance with the Call-Off Contract are in place prior to the relevant Operational Service Commencement Date, including responsibility for novating, assigning or otherwise transferring such Third Party Contracts to the Contractor prior to the relevant Operational Service Commencement Date.

7.3 On expiry or termination (all or part) of the Call-Off Contract and on the request of the Customer Authority, the Contractor shall novate, assign or otherwise transfer the relevant Third Party Contracts to the Customer Authority or a Replacement Contractor(s), as applicable.

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Annex 7-1

Contractor Exclusive Equipment

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

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