

## CALL OFF SCHEDULE 10: EXIT MANAGEMENT

### 1. DEFINITIONS

1.1 In this Call Off Schedule 10, the following definitions shall apply:

<b>"Affected Services"</b>	those Services, responsibility for the delivery of which is subject to a transfer from the Supplier to the Buyer and/or a Replacement Supplier;
<b>"Exclusive Assets"</b>	Assets used exclusively by the Supplier or a Key Sub-Contractor in the provision of the Affected Services;
<b>"Exit Event"</b>	has the meaning given to it in Paragraph 7.1;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Call Off Schedule 10;
<b>"Exit Information Delay Payment"</b>	the delay payment accruing at a daily rate of £5,000 (exclusive of VAT), as further described in Paragraph 3.6 of this Call Off Schedule 10 (Exit Management);
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Call Off Schedule 10;
<b>"Net Book Value"</b>	the current net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Assets used by the Supplier or a Key Sub-Contractor in connection with the Affected Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
<b>"Overarching Exit Plan"</b>	means the exit plan to be created and maintained as described in Paragraphs 4.1 to 4.4 (inclusive) which assumes the exit of all Services and is not based on a specific Exit Event;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Call Off Schedule 10;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following termination or expiry of this Contract or cessation of Affected Services (as the case may be), whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Request For Exit Information Deadline Date"</b>	the date which falls ten (10) Working Days after the date on which a request for Exit Information was made pursuant to Paragraph 3.1 of this Call Off Schedule 10 (Exit Management);

<b>"Service Package"</b>	<p>means each grouping of Services as identified in the Services Specification, including the:</p> <ul style="list-style-type: none"> <li>(a) End User Services;</li> <li>(b) Service Desk and its related service management services;</li> <li>(c) Workplace Enterprise Services;</li> <li>(d) Digital User Experience Services;</li> <li>(e) Assistive Technology Services;</li> <li>(f) M365 Services;</li> <li>(g) Mobile Support Services;</li> <li>(h) Body Worn Camera Services; and</li> <li>(i) Video Conferencing &amp; Microsoft Teams Room Support Services (if applicable),</li> </ul> <p>and <b>"Service Packages"</b> shall be construed accordingly;</p>
<b>"Specific Exit Plan"</b>	means a specific exit plan to be created and maintained as described in Paragraphs 4.1 and 4.5 to 4.7 (inclusive) in relation to a specific Exit Event;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to an Exit Plan, and other assistance required by the Buyer pursuant to a Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Call Off Schedule 10;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide Termination Assistance as such period may be extended pursuant to Paragraph 5.3 of this Call Off Schedule 10;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Affected Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Call Off Schedule 10;

<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Call Off Schedule 10.
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## 2. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT

2.1 The Supplier shall within twenty (20) days from the Commencement Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (as specified in Annex 2 and including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-Contracts and other relevant agreements required in connection with the Services insofar as they relate to Exclusive Assets and Non-Exclusive Assets (as specified in Annex 3), including:

(a) a register of Licensed Software detailing the items specified in Annex 4; and

(b) a register of applications, detailing the items specified in Annex 5;

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services;

2.2.3 create and maintain resource details of the Supplier Staff in the format specified in Annex 6, supplemented by a full work breakdown structure; details of how the Supplier organises its personnel, including its employees, assigned to and working on the Services; and an organisation chart (hierarchical mapping and reporting lines) to include leveraged resources that deliver the Services and support functions. The information supplied to the Buyer must be accurate and enable a thorough understanding of how the Services are delivered, managed and organised. This will include the senior operational structure that interfaces with the Supplier's corporate function and the Buyer. The resource details set out in Annex 6 are intended to be complimentary to, and are in addition to, the Buyer's right to request Staffing Information as per Call Off Schedule 14 (Staff Transfer); and

2.2.4 create and maintain an inventory of the Buyer Data in its possession in accordance with Annex 7,

**("Registers").**

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) and if the Supplier is unable to do so then the

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Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Sub-Contractor or provider of Services.

- 2.4 Each Party shall appoint an Exit Manager within three (3) months of the Commencement Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract (whether in whole or in part).
- 2.5 The Supplier shall prepare and provide to the Buyer updated copies of each of the Registers referred to in Paragraph 2.2.1 within one (1) month of the end of each six (6) calendar month period commencing from the Commencement Date. Satisfactory receipt of the updated Registers shall be confirmed by the Service Management Board in each instance.

### 3. ASSISTING RE-COMPETITION FOR SERVICES

- 3.1 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 relating to the Affected Services and any other Services that are impacted by the relevant termination or expiry (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Sub-Contractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 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 Services (and shall consult the Buyer in relation to any such changes).
- 3.4 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 Services; and not be disadvantaged in any procurement process compared to the Supplier (if the Supplier is invited to participate).
- 3.5 If the Supplier fails to provide the Exit Information by the Request for Exit Information Deadline Date, the Supplier shall pay the Exit Information Delay Payment to the Buyer.
- 3.6 The Exit Information Delay Payment shall accrue:
  - 3.6.1 from (but excluding) the Request for Exit Information Deadline Date to (and including) the date on which the Supplier provides the Exit Information to the Buyer to the Buyer's satisfaction; and
  - 3.6.2 on a daily basis until the receipt by the Buyer of the Exit Information, with any part day delay in submission counting as a full day.

### 4. EXIT PLAN

- 4.1 The required elements of the Termination Assistance shall be set out in an Overarching Exit Plan and, in relation to any specific circumstances in which this Schedule applies, in a Specific Exit Plan.

### **Overarching Exit Plan**

- 4.2 The Supplier shall, in accordance with the timeline set out in the Implementation Plan (and in any event within three (3) months after the Commencement Date), deliver to the Buyer an initial draft Overarching Exit Plan which complies with the requirements set out in Paragraph 4.4 of this Call Off Schedule 10 and is otherwise reasonably satisfactory to the Buyer.
- 4.3 The Parties shall use reasonable endeavours to agree the contents of the Overarching Exit Plan. If the Parties are unable to agree the contents of the Overarching Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.2, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.4 The agreed Overarching Exit Plan shall be reviewed by the Parties and, if necessary, updated by the Supplier for the Buyer's approval every six (6) months during the Contract Period, unless agreed otherwise by the Parties (which shall include a review of such Overarching Exit Plan in light of any Changes made during such six (6) month period).

### **Specific Exit Plans**

- 4.5 The Supplier shall, no later than twenty (20) Working Days (or such longer period as may be agreed in writing between the Parties) following a request by the Buyer (such request to be made during an Exit Period) or notification of an Exit Event, whichever occurs first, deliver to the Buyer a draft Specific Exit Plan tailored to the Affected Services and which complies with the requirements set out in Paragraph 4.4 of this Call Off Schedule 10 and is otherwise reasonably satisfactory to the Buyer.
- 4.6 The Parties shall use all reasonable endeavours to agree the contents of each Specific Exit Plan. If the Parties are unable to agree the contents of a Specific Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.5, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.7 Each agreed Specific Exit Plan shall be reviewed by the Parties and, if necessary, updated by the Supplier for the Buyer's approval as required to give effect to this Schedule and the Exit Plan in relation to the specific termination to which it relates.

### **Requirements for Overarching Exit Plan and Specific Exit Plans**

- 4.8 Each Exit Plan and all updated versions thereof shall set out, as a minimum:
  - 4.8.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.8.2 how the Affected Services will transfer to the Replacement Supplier and/or the Buyer;
  - 4.8.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon cessation of the delivery of the Affected Services by the Supplier together with any reasonable costs required to effect such transfer;
  - 4.8.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Affected Services following the cessation of delivery by the Supplier of the Affected Services;

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- 4.8.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Affected Services and required for their continued use;
  - 4.8.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Affected Services;
  - 4.8.7 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party and used in connection with the supply of the Affected Services;
  - 4.8.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.8.9 how the Supplier will ensure that there is no disruption to or degradation of any Services during the relevant Termination Assistance Period; and
  - 4.8.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.9 The Supplier shall:
- 4.9.1 maintain and update each Exit Plan (and risk management plan) no less frequently than:
    - (a) in the case of the Overarching Exit Plan only, 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 that 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 such Termination Assistance Notice;
    - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, the occurrence of a Financial Distress Event or any material change to the Services (including all changes under the Change Control Procedure); and
  - 4.9.2 jointly review and verify an Exit Plan if required by the Buyer and promptly correct any identified failures; and
  - 4.9.3 upon the selection by the Buyer of any Replacement Supplier at the preferred bidder stage (or any analogous stage) during its procurement process for any Replacement Services from time to time, review the relevant Exit Plans with such Replacement Supplier and agree any changes that are required, having regard to the methods, processes and strategy to be used by the Replacement Supplier for transfer of responsibility from the provision of the Affected Services to the Replacement Services.
- 4.10 Once the Buyer agrees (by notification to the Supplier in writing) with a draft Exit Plan provided by the Supplier under Paragraph 4.2, 4.5 or 4.9 (as the context requires), the Supplier shall implement and comply with the Overarching Exit Plan and any Specific Exit Plan.
- 4.11 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

- 4.12 In the event and to the extent only of any conflict between this Schedule and any version of an Exit Plan then, unless expressly stated otherwise, this Schedule shall prevail.

## 5. TERMINATION ASSISTANCE

- 5.1 The Supplier shall provide Termination Assistance as required under this Schedule in order to effect a seamless transfer of responsibility for the Affected Services from the Supplier to the Buyer and/or a Replacement Supplier. The nature, period and extent of Termination Assistance provided by the Supplier will vary depending upon the circumstances of the relevant Exit Event, including the circumstances in which the Affected Service shall cease to be provided by the Supplier, namely:
- 5.1.1 termination (howsoever caused) or expiry of this Contract;
  - 5.1.2 termination of any Service Package in whole or in part; partial termination in accordance with Clause 35.3.1 (subject to Paragraph 12); and/or
  - 5.1.3 any other provision of this Contract in respect of which the provisions of this Schedule apply.
- 5.2 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 of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a notice to terminate this Contract (in whole or in part) or to cease providing Affected Services. The Termination Assistance Notice shall specify:
- 5.2.1 the nature of the Termination Assistance required including those Services as detailed within Annex 1; and
  - 5.2.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Affected Services. The Buyer may specify a series of Termination Assistance Periods to allow for a phased transition of Affected Services from the Supplier to the Buyer and/or a Replacement Supplier; and
  - 5.2.3 whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier (as calculated in accordance with Call Off Schedule 2 (Charges and Invoicing) and agreed in accordance with the Change Control Procedure).
- 5.3 The Buyer shall have an option to extend any Termination Assistance Period beyond the relevant Termination Assistance Notice period provided that such extension shall not extend for more than six (6) months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire.
- 5.4 The Buyer shall have the right to terminate its requirement for Termination Assistance (or any part thereof in respect of any Affected Service(s)) by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.5 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 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Call Off Schedule 10 and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## 6. TERMINATION ASSISTANCE PERIOD

- 6.1 Throughout each Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Services (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 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 Affected Services to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Services and the Termination Assistance at no detriment to the Service Levels, the provision of the management information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Assets is required; and
  - 6.1.7 provide such of the services as the Buyer may specify in its Termination Assistance Notice as detailed within Annex 1.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Change Control Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one (1) or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## 7. EXIT STRATEGY

- 7.1 The Supplier shall ensure that its exit strategy (including any Exit Plan) is designed to provide for all probable exit events relevant to this Contract ("**Exit Events**") and identifies the material factors and outcomes which are common to all Exit Events and those which occur in only some of the Exit Events. Examples of such Exit Events might include termination of one (1) or more individual Service Packages, either alone or in a sequence, or expiry or termination of the Contract as a whole.
- 7.2 At the Buyer's request, the Supplier shall provide all reasonable assistance to the Buyer for the purposes of determining the implications of an anticipated Exit Event.
- 7.3 Subject to Paragraph 7.4, the Buyer shall provide the Supplier with such information regarding the plans and requirements of the Buyer and/or any Replacement Supplier as reasonably required and shall notify the Supplier that it is to produce a Specific Exit Plan.



- 7.4 The Supplier shall provide an appropriate confidentiality undertaking to, or for the benefit of, any Replacement Supplier to protect the Confidential Information of the Replacement Supplier and to agree to use any data, information and/or documentation disclosed by, or on behalf of, the Replacement Supplier only for the purposes of the provision of Termination Assistance, on terms no less onerous than those set out in Clause 40.

## **8. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED OR ON THE CESSATION OF AFFECTED SERVICES**

- 8.1 The Supplier shall comply with all of its obligations contained in the applicable Exit Plan(s).
- 8.2 Upon termination or expiry or at the end of the relevant Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance), the Supplier shall:
- 8.2.1 vacate any Buyer Premises used by the Supplier exclusively in connection with the performance of the Affected Services;
  - 8.2.2 remove the Supplier Equipment together with any other materials used by the Supplier exclusively to supply the Affected Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 8.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
    - (a) such information relating to the Affected 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 Affected Services and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 8.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier exclusively in relation to the Affected Services shall be terminated with effect from the end of the relevant Termination Assistance Period.

## **9. ASSETS, SUB-CONTRACTS AND SOFTWARE**

- 9.1 Following notice of cessation of the Affected Services and during the relevant Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 9.1.1 terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Affected Services; or
  - 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets for use exclusively or principally in relation to the provision of the Affected Services.

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- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.1.5, the Buyer shall notify the Supplier setting out:
- 9.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or a Replacement Supplier ("**Transferring Assets**");
- 9.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,
- the Buyer and/or any Replacement Supplier requires the continued use of; and
- 9.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or a Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Affected Services from the expiry of the relevant Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the relevant Deliverables or the Replacement Goods and/or Replacement Services.
- 9.3 With effect from the expiry of the relevant Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 9.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the relevant Termination Assistance Period and title shall pass on payment for them.
- 9.5 Where the Buyer and/or a 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:
- 9.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 9.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or any Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 9.7 The Buyer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 9.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or a Replacement Supplier, 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.

- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or a Replacement Supplier has taken place.
- 9.9 The Supplier shall indemnify the Buyer (and/or any 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 Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 52 shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **10. TERMINATION ASSISTANCE CHARGES**

- 10.1 During a Termination Assistance Period (or for such shorter period as the Buyer may require the Supplier to provide Termination Assistance), the Buyer shall pay the Charges to the Supplier in respect of the Termination Assistance in accordance with the rates set out in the relevant Specific Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the relevant Specific Exit Plan). If the scope or timing of the Termination Assistance is changed and this results in a change to the costs of such Termination Assistance, the estimate may be varied in accordance with the Change Control Procedure.
- 10.2 For the purpose of calculating the costs of providing Termination Assistance for inclusion in the relevant Exit Plan or, if no Exit Plan has been agreed in respect of the Affected Services, the costs of providing Termination Assistance, shall be determined in accordance with:
- 10.2.1 the Time and Materials pricing mechanism set out in Paragraph 5.1 of Part A (Pricing) of Call Off Schedule 2 (Charges and Invoicing);
  - 10.2.2 the charging principles set out in Annex 8 of this Call Off Schedule 10;
  - 10.2.3 the principles of Open Book Data (and the Buyer shall be entitled to request visibility of the Charges calculated in respect of any Termination Assistance in accordance with the provisions of Paragraph 4.17 of Part F (Financial Transparency and Financial Reporting) of Call Off Schedule 2 (Charges and Invoicing); and
  - 10.2.4 the Change Control Procedure.
- 10.3 Except as otherwise expressly specified in this Contract, the Supplier shall not be entitled to charge for the services provided by the Supplier pursuant to, and the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 10, including the preparation and implementation of any Exit Plan and any activities mutually agreed between the Parties to carry on in relation to the Affected Services after the expiry of a Termination Assistance Period.
- ## **11. DIVIDING THE BILLS**
- 11.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of any Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or Replacement Supplier and the Supplier as follows:
- 11.1.1 the amounts shall be annualised and divided by three hundred and sixty-five (365) to reach a daily rate;

- 11.1.2 the Buyer or Replacement Supplier (as applicable) 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
- 11.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

## **12. PARTIAL TERMINATION OF A SERVICE PACKAGE**

- 12.1 In the event that the Buyer serves notice of termination on the Supplier in accordance with Clause 35.3.1, the Supplier shall comply with this Schedule, provided that the Parties shall review the timescales applicable to Paragraph 4.5 and (acting reasonably) agree any variations thereto.

## **ANNEX 1 - Termination Assistance**

### **1 Termination Assistance services**

1.1 The Termination Assistance to be provided by the Supplier shall include such of the following services as the Buyer may specify:

- (a) ceasing all non-critical Software changes (except where agreed in writing with the Buyer);
- (b) notifying the Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (c) 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 Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
- (d) delivering to the Buyer 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 Assistance;
- (e) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Assistance;
- (f) 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;
- (g) providing the Buyer with any problem logs which have not previously been provided to the Buyer;
- (h) 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;
- (i) 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 services by a Replacement Supplier after the Termination Assistance Period;
- (j) reviewing all Software libraries used in connection with the Services and providing details of these to the Buyer and/or the Replacement Supplier;
- (k) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use and continued provision of the Deliverables by such staff as are nominated by the Buyer (acting reasonably) at the time of termination or expiry;
- (l) assisting in establishing naming conventions for any new production site(s);

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- (m) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (n) generating a computer listing of the Source Code in a form and on media reasonably requested by the Buyer;
- (o) agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan (as defined in Part B of Call Off Schedule 13 (Security Requirements));
- (p) delivering copies of the production databases (with content listings) to the Buyer's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Buyer;
- (q) assisting with the loading, testing and implementation of the production databases;
- (r) assisting in the execution of a parallel operation, including the maintenance and support of the Supplier Equipment, until the expiry or termination of the Termination Assistance Period or as otherwise specified by the Buyer (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- (s) in respect of the maintenance and support of the Supplier Equipment, providing historical performance data for the previous twelve (12) months;
- (t) providing information as detailed within Paragraph 3 of this Call Off Schedule 10;
- (u) answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Services and Deliverables;
- (v) agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Buyer Data to the Buyer and/or the Replacement Supplier;
- (w) knowledge transfer services, including:
  - i. transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Affected Services;
  - ii. providing for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Affected Services which may, as appropriate, include information, records and documents; and
  - iii. providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Subcontractors' Personnel as have been involved in the design, development, provision or management of the Affected Services and who are still employed or engaged by the Supplier or its Sub-Contractors.

1.2 The Supplier shall:

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- (a) provide a documented plan relating to the training matters referred to in this Annex's Paragraph 1.1k) for agreement by the Buyer at the time of termination or expiry of this Contract;
  - (b) co-operate fully in the execution of the handover plan agreed pursuant to this Annex's Paragraph 1.1o), providing skills and expertise of a suitable standard; and
  - (c) fully co-operate in the execution of the Buyer Data migration plan agreed pursuant to this Annex's Paragraph 1.1v), providing skills and expertise of a reasonably acceptable standard.
- 1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Affected Services, the change management process and other standards and procedures to the operations personnel of the Buyer and/or the Replacement Supplier.
- 1.4 The information which the Supplier shall provide to the Buyer and/or the Replacement Supplier pursuant to this Annex's Paragraph 1.1w) shall include:
- (a) copies of up-to-date procedures and operations manuals;
  - (b) product information;
  - (c) agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier pursuant to Paragraph 8.2.3 of this Call Off Schedule 10;
  - (d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Call Off Schedule 10;
  - (e) 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;
  - (f) details of physical and logical security processes and tools which will be available to the Buyer; and
  - (g) any relevant interface information.
- 1.5 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 Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Annex's Paragraph 1.5 shall:
- (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
  - (b) during each period of access, comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable.

**ANNEX 2 – Asset Register Contents**

- 1 The register of Supplier Assets created and maintained pursuant to Paragraph 2.2.1 shall:
  - 1.1 detail the following information in respect of the Supplier Assets in each such asset category:
    - (a) Operation
    - (b) Unique ID
    - (c) Name
    - (d) Company
    - (e) Asset
    - (f) Manufacturer
    - (g) Asset tag
    - (h) Model ID
    - (i) Serial number
    - (j) Details of any assignments
    - (k) Device type
    - (l) Category
    - (m) Fault count
    - (n) Details of Supplier Asset installation
    - (o) Status
    - (p) Asset make
    - (q) Asset description, including:
      - (i) Technical specification
      - (ii) Proportion of recycled material in physical asset
      - (iii) Proportion of Critical Materials in physical asset
      - (iv) Energy Star/ECMA accreditations
      - (v) Packaging analysis including weight, recycled content, content that is recyclable
    - (r) Ownership and status as either Exclusive Assets or Non-Exclusive Assets
    - (s) Net Book Value
    - (t) Condition and physical location (including as appropriate site name, building name, and full address details)
    - (u) Use



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- (v) Details of Services supported by Supplier Asset
- (w) Whether the Supplier Asset is transferable on exit
- (x) Method of transfer
- (y) Depreciation to date
- (z) Details of encumbrance (where encumbrance has previously been agreed with the Buyer)
- (aa) Date of first use
- (bb) Useful economic life
- (cc) Details of party who originally funded the Supplier Asset
- (dd) Details of Buyer Assets in the Supplier's (or its Subcontractors') possession or control, including site name, building name and full address details
- (ee) Documentation relating to Supplier Assets (document name, description, version, author, exclusive/non-exclusive, transferable at exit, method of transfer, location)

**ANNEX 3 – Sub-Contracts register contents**

The register of Sub-Contracts created and maintained pursuant to Paragraph 2.2.1 shall detail the following information:

1. Sub-Contractor's name and registered office
2. A contact name
3. Name/description of product or service
4. Agreement start and end dates
5. Agreement value
6. Charging mechanism (i.e. product/service volumes and unit prices, pricing tiers, rebates)
7. Payment terms
8. Condition or restrictions on assignment/novation
9. Summary of termination provisions
10. Summary of intellectual property provisions
11. Details of any disputes which have arisen under the agreement (whether outstanding or resolved)
12. Details of the Services to which the agreement relates

#### **ANNEX 4 – Licensed Software Register Contents**

The register of software created and maintained pursuant to Paragraph 2.2.1(a) shall detail the following information:

1. Name
2. Description
3. Version and configuration data
4. Product code
5. Name of licensor/vendor
6. Brief description of Licensed Software purpose and use
7. Licensed Software category e.g. firmware, operating system, middleware etc.
8. Software licence type (e.g. corporate licence, end-user licence, server licence)
9. Services supported by licence
10. Exclusive Asset or Non-Exclusive Asset
11. Transferable at exit
12. Method of transfer
13. Details of encumbrance (where encumbrance has previously been agreed with the Buyer pursuant to Paragraph 5 within Call Off Schedule 6 (ICT Services))
14. Amortisation to date
15. Value
16. Installation date (i.e. date first deployed)
17. Useful economic life
18. Volume of Licensed Software by type
19. Volume of Licensed Software utilised, plus volume of spare licences available
20. Details of asset on which software is installed
21. Software documentation (document name, description, version, author, exclusive/non-exclusive, transferable at exit, method of transfer, location)

**ANNEX 5 – Application Register Contents**

The register of applications created and maintained pursuant to Paragraph 2.2.1(b) shall detail the following information:

**Configuration Item-Identification**

- 1      Operation
- 2      Unique ID
- 3      Name
- 4      Label
- 5      Company
- 6      Location
- 7      Manufacturer
- 8      Asset tag
- 9      Model ID
- 10     Software family
- 11     Serial number
- 12     External reference number
- 13     Support group L1
- 14     Support group L2
- 15     Device type
- 16     State
- 17     Data Source
- 18     SOX compliancy
- 19     GxP compliancy
- 20     Details of whether the configuration item is supported
- 21     Whether the configuration item should be validated
- 22     Whether the configuration item should be deleted
- 23     Description

24 Comments

### **Configuration Item-Property and Usage**

25 Operational status

26 Status

27 Cost centre

28 Build ID

29 Criticality

30 Responsible unit

31 Data storage

32 Quota

33 Backup modality

34 Backup type

35 Reason exception backup

36 The owner

37 Details of any assignment

38 Details of management

39 Redundancy

40 In service date

41 Details of whether the configuration item is assigned

42 Details of whether the configuration item is installed

43 Details of whether the configuration item is checked out

44 First backup date

45 Backup stopped date

46 Security level

47 Support group

48 Function type

49 Whether the application has been approved

50 Core element

### **Configuration Item-Location**

51 Building

52 Detailed location

53 Floor

54 Room

55 Stock name

### **Configuration Item -Monitoring and Inventory**

56 Whether the configuration item is inventoried

57 Reason if configuration item is not inventoried

58 Discovery source

59 Most recent discovery

60 Maintenance/support ref number

61 Whether the configuration item is monitored

62 Reason if configuration item is not monitored

63 Monitoring tool

64 Monitoring Object ID

65 Whether the configuration item is managed

66 Reason if the configuration item is not managed

67 Tower contract

### **Additional information**

68 Application environment type (e.g. production, test, development)

69 Service variant i.e. whether "full", "hosting" or "application support only"

70 Reference to the related documents (if any) that set out specific operational arrangements (e.g. support variants (e.g. hours, service levels, time of year), third party contracts/responsibilities and interfaces, third party supplier access, specific Buyer access requirements, delivery location restrictions)

71 Service level tier categorisation

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- 72 The Buyer entities/sub-groups that use the application
- 73 The upper limit of the number of users
- 74 The upper limit of the number of concurrent users at any one time
- 75 The back-up strategy (where applicable)
- 76 Disaster recovery arrangements
- 77 Application systems documentation (document name, description, version, author, exclusive/non-exclusive, transferable at exit, method of transfer, location).
- 78 Other relevant application information

**ANNEX 6 – Resource Information Register Contents**

Unless otherwise agreed by the Buyer, the resource register created and maintained pursuant to Paragraph 2.2.3 shall comply with the following format by relevant individual:

- 1 Employee ID
- 2 Business area
- 3 Employment status - permanent, casual or fixed term
- 4 Casual/FTA with start and end dates
- 5 Grade
- 6 Location
- 7 Job title
- 8 Current job description / work activities
- 9 Number of staff managed
- 10 Percentage of working hours spent on Buyer account
- 11 Buyer systems the employee has worked on and duration
- 12 IT qualifications
- 13 Whether a previous employee of Buyer (or other government bodies)
- 14 Basic salary (including non-consolidated/consolidated pay elements)
- 15 Weekly paid staff indicated by employee ID
- 16 Work patterns
- 17 Relevant pension/severance indicators e.g. notional reckonable service date/civil service start date
- 18 All allowances with start/end dates and relevant amounts
- 19 Advance recoveries start/end dates and relevant amounts
- 20 Special leave/with/without pay - by employee ID with start/end dates and reason
- 21 Long term sick - by employee ID with absence start date, half pay start date, nil pay start date, pension rate start date, nature of incapacity
- 22 Maternity leave - by employee ID start and end dates
- 23 Pay bonuses over previous twelve (12) months



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- 24 Overtime usage over previous twelve (12) months
- 25 Staff within scope currently on loan/secondment - indicate start and end dates of any secondment by relevant employee ID
- 26 Nursery/crèche users - by employee ID plus any associated costs to be incurred by supplier
- 27 Car entitlement - by employee ID, date car supplied, employee contribution, contract review date

**ANNEX 7 – Buyer Data Inventory Format**

The inventory of Buyer Data that the Supplier shall create and maintain pursuant to Paragraph 2.2.4 shall comply with the following format:

1. Data item
2. Data type
3. Size of data
4. Storage medium
5. Security considerations

**ANNEX 8 – Principles for determining Charges, Costs and Reimbursable Expenses in relation to Termination Assistance**

1. The Supplier shall not be entitled to claim any Charges, Costs or Reimbursable Expenses from the Buyer, in relation to Termination Assistance in respect of:
  - (a) providing information, documentation and reports for exit related purposes which are or should be available under the terms of this Contract;
  - (b) providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the Supplier;
  - (c) exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the Services, to perform such exit support and assistance;
  - (d) Costs and Reimbursable Expenses incurred by the Supplier as a result of its Defaults or delay in performing the Termination Assistance, save where such Defaults or delays are caused by the Buyer and/or the Replacement Supplier;
  - (e) costs related to data checking, verification, cleansing, review, quality analysis and assurance, integrity testing, extraction and migration from time to time as set out in this Contract or otherwise directed in writing by the Buyer;
  - (f) providing reasonable access to Buyer Data for exit related purposes.
2. The Supplier shall use all reasonable endeavours to mitigate any Costs and Reimbursable Expenses incurred in relation to exit and/or performance of Termination Assistance.