

# Digital Outcomes and Specialists 5 (RM1043.7)

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

Call-Off Reference: PRJ\_734

Call-Off Title: Technical Data Specialists delivery Partner

Call-Off Contract Description:

The supplier will provide a Technical Data Specialists Delivery partner service on a call off basis, up to the capped value of £4M. There is no committed spend. Work will be executed against defined work packages. This will allow BEIS to rapidly scale up and down specialist resources in response to demand whilst benefiting from economies of scale.

The Buyer: Department for Business, Energy and Industrial Strategy

Buyer Address: 1, Victoria Street, London SW1H 0ET

The Supplier: IBM United Kingdom Limited

REDACTED

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24 April 2023

It’s issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier’s Call-Off Contract.

#### Call-Off Lot

Lot 1: Digital Outcomes

#### Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM1043.7
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM1043.7
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 11 (Processing Data) RM1043.7
* Call-Off Schedules for RM1043.7
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 5 (Pricing Details and Expenses Policy)
	+ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Start Date: 24 April 2023

Call-Off Expiry Date: 23 April 2025

Call-Off Initial Period: 24 months

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract up to the maximum value: £4,000,000 excluding VAT. There is no guarantee that this full amount will be spent over the 24 months or 30 months if the extension for a further 6 months.

Work will be issued as a series of work packages.

#### Call-Off Deliverables

The supplier will build internal and public facing services that are user needs driven and meeting Cabinet Office security standards. The supplier will have the ability to scale up and down technical delivery resources quickly to meet urgent demand. The work will be issued as a series of work packages.

#### Buyer’s Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

#### Maximum Liability

REDACTED

#### Call-Off Charges

The Charging Method for this Call-Off Order Form is

1. Fixed price

2. In exceptional circumstances Capped Time and Materials

REDACTED

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

#### Reimbursable Expenses

None

#### Payment Method

Payment to be made by BACS following a correct invoice

#### Buyer’s Invoice Address

Department for Business, Energy and Industrial Strategy

Address, 1, Victoria Street, London SW1H 0ET

REDACTED

#### Progress Report Frequency

On the first Working Day of each calendar month

#### Progress Meeting Frequency

Monthly on the first Working Day of each month

#### Key Staff

* + REDACTED

#### Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

#### Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

**Security requirements**

Security requirements and the applicable Buyer Security Policy will be specified in each work package.

**Call-Off Special Terms**

Both Parties acknowledge and agree that for the purposes of the Call-Off Contract including the Call-Off Contract Start Date, the Employment Regulations (TUPE) shall not apply.

Nothing herein shall prevent Supplier from creating similar deliverables for other customers of Supplier to the extent that this use does not result in disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights

**For and on behalf of the Supplier:**

REDACTED

### Appendix 1

* REDACTED

## Appendix 2 (Template Statement of Work)

### Statement of Works (SOW) Details

|  |  |
| --- | --- |
| **Date of SOW:** | *Please enter the first date (on site)* |
| **SOW Reference:** | *DOS-xxx.* |
| **Call-Off Contract Reference:** |  |
| **Buyer:** | *Buyer Full Name* |
| **Supplier:** | *Supplier Full Name* |
| **Release Type(s):** | *Please enter here* |
| **Phase(s) of Development:** | *Choose an item* |
| **Release Completion Date:** | *Please enter the Release Completion Date* |
| **SOW Start Date:** |  |
| **SOW End Date:**  |  |
| **Duration of SOW** | *Please enter the number of days here* |
| **Charging Method(s) for this Release:** | *Choose an item* |

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each Release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW’s executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

### Key Staff

2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

2.2 Table of Key Staff:

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Details** |
|   |   |   |

### Deliverables

[To be added in agreement between the Buyer and Supplier]

### SOW Charges

4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

* the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
* the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
* a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

* a role description per Supplier Staff;
* a facilities description;
* the agreed relevant rate per day;
* any expenses charged per day, which are in line with the Buyer’s expenses policy (if applicable);
* the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
* the total cost per role/facility

The Supplier will also provide a summary which is to include:

* Total value of this SOW
* Overall Call-Off Contract value
* Remainder of value under overall Call-Off Contract Charge
* Where:
* Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced
* Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

4.3 If a capped or fixed price has been agreed for a SOW:

* The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
* The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

4.6 Multiple SOWs can operate concurrently.

* 1. The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)
	2. Example of the format of costs for each statement of works

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Day rate** | **Days required** | **Cost** |
| Full Stack Developer |   |  |   |
| Data Engineer |   |  |   |
| Data Architect |   |  |   |
| Data Scientist |   |  |   |
| Solutions Architect |   |  |   |
| Service Designer |   |  |   |
| Scrum Master |   |  |   |
| Product Owner |  |  |  |
|  |   | **Total Cost**  |   |

### SOW Contract Extension Period

This contract can be extended by up to 30 days as directed by BEIS.

### Dependencies

[To be added in agreement between the Buyer and Supplier]

### Signatures and Approvals

#### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

### Annex 1

### Data Processing

 Annex 1 set out below shall apply to the Processing activities undertaken under this Statement of Work only:

REDACTED

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:* [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]

**The Supplier is Controller and the Relevant Authority is Processor**The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:* [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]

**The Parties are Joint Controllers**The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]

**The Parties are Independent Controllers of Personal Data**The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:* Business contact details of Supplier Personnel for which the Supplier is the Controller,
* Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,
* [**Insert** the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]

[**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
| Nature and purposes of the Processing | [Be as specific as possible, but make sure that you cover all intended purposes.The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.The purpose might include: employment processing, statutory obligation, recruitment assessment etc.] |
| Type of Personal Data | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particularwebsite etc.] |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | [Describe how long the data will be retained for, how it be returned or destroyed] |
| Sub-processors | The Processor may use the following Sub-processor:[Include details or mark N/A] |
| Transborder Data Processing | [Include details or mark N/A] |

**Joint Schedule 2 (Variation Form)**

**VARIATION TO CONTRACT FORM**

CONTRACT TITLE: …………………………………………………………………

FOR THE PROVISION OF: …………………………………………………………

CONTRACT REF: ……………. VARIATION No: ……….. DATE: / /

BETWEEN:

(1) The Secretary of State for the Department for Business, Energy and Industrial Strategy (hereinafter called “the Authority”); and

(2) [insert name of contractor] (hereinafter called “the Contractor”)

1. The Contract is varied as follows:

Description of services:

Original contract price: Extension price:

Original contract length: Extension length:

2. Words and expressions in this variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous variations, shall remain effective and unaltered except as amended by this variation,

SIGNED:

For: The Contracting Authority For: The Contractor

By: ………………………………… By: ……………………………………….

Full Name: …………………………. Full Name:……………………………..

Job Title: …………………………… Job Title: ………………………………..

Date:………………………………… Date: ………………..…………………..

**Joint Schedule 4 (Commercially Sensitive Information)**

1. **What is the Commercially Sensitive Information?**
	1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
	2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
	3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

REDACTED

**Call-Off Schedule 10 (Exit Management)**

### Definitions

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Exclusive Assets** | Supplier Assets used exclusively by the Supplier in the provision of the Deliverables; |
| **Exit Information** | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **Exit Manager** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **Exit Plan** | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| **Net Book Value** | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| **Non- Exclusive Assets** | those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes; |
| **Registers** | the register and configuration database referred to in Paragraph 2.2 of this Schedule;  |
| **Replacement Goods** | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **Replacement Services** | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **Termination Assistance** | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| **Termination Assistance Notice** | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **Termination Assistance Period** | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| **Transferable Assets** | Exclusive Assets which are capable of legal transfer to the Buyer; |
| **Transferable Contracts** | 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 Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| **Transferring Assets** | has the meaning given to it in Paragraph 8.2.1 of this Schedule; and |
| **Transferring Contracts** | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

### Supplier must always be prepared for Contract exit and SOW exit

* 1. The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
	2. During the Contract Period, the Supplier shall promptly:
		1. create and maintain a detailed register of all Supplier Assets (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 Deliverables; and
		2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("**Registers**").

* 1. The Supplier shall:
		1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
		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 Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
	2. Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

### Assisting re-competition for Deliverables

* 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 whether this is in relation to one or more SOWs or the Call-Off Contract. (the "**Exit Information**").
	2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
	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 Deliverables (and shall consult the Buyer in relation to any such changes).
	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 Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

### Exit Plan

* 1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
	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 twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	3. The Exit Plan shall set out, as a minimum:
		1. a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;
		2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
		3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
		4. proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
		5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
		6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
		7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
		8. proposals for the disposal of any redundant Deliverables and materials;
		9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
		10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
	4. The Supplier shall:
		1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
1. prior to each SOW and no less than every six (6) months throughout the Contract Period; and
2. no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
3. 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 the Termination Assistance Notice;
4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
	* 1. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
	1. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
	2. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

### Termination Assistance

* 1. 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 Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (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:
		1. the nature of the Termination Assistance required; and
		2. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
	2. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
		1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
		2. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
	3. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
	4. 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 Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

### Termination Assistance Period

* 1. Throughout the Termination Assistance Period the Supplier shall:
		1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
		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 Deliverables to the Buyer and/or its Replacement Supplier;
		3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
		4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
		5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
		6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
	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 Variation Procedure.
	3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs accordingly.

### Obligations when the contract is terminated

* 1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
	2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
		1. vacate any Buyer Premises;
		2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables 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;
		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:
1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables 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.
	1. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

### Assets, Sub-contracts and Software

* 1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
		1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
		2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
		1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
		2. which, if any, of:
1. the Exclusive Assets that are not Transferable Assets; and
2. the Non-Exclusive Assets,

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

* + 1. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the 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 Deliverables or the Replacement Goods and/or Replacement Services.

* 1. With effect from the expiry of the 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.
	2. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
	3. Where the Buyer 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:
		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
		2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
	4. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
	5. The Buyer shall:
		1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Buyer and/or the 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.
	6. 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 the Replacement Supplier has taken place.
	7. The Supplier shall indemnify the Buyer (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 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 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

### No charges

* 1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

### Dividing the bills

* 1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
		1. the amounts shall be annualised and divided by 365 to reach a daily rate;
		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
		3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**Call-Off Schedule 20 (Call-Off Specification)**

REDACTED