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**APPLICATIONS AND HOSTING SERVICES**

**CALL OFF SCHEDULE 11**

**EXIT MANAGEMENT**

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**1. NOT USED**

**2. INTRODUCTION**

2.1 This Call Off Schedule describes provisions that shall be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

2.2 The objectives of the exit planning and Service Transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

**3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT**

3.1 During the Call Off Contract Period, the Supplier shall:

3.1.1 create and maintain Registers of all:

(a) Assets used to provide the Goods and/or Services to the Customer under this Call Off Contract, detailing their:

- (i) make, model and asset number;
- (ii) ownership and status as such Assets are identified in Call Off Schedule 9 (Software and Assets);
- (iii) Net Book Value;
- (iv) condition and physical location; and
- (v) use (including technical specifications); and

(b) Software used to provide the Goods and/or Services to the Customer under this Call Off Contract, detailing the:

- (i) Software name;
- (ii) identify by categories of Software as such categories are identified in Call Off Schedule 9 (Software and Assets);
- (iii) the name of the party under which the Software is licensed;
- (iv) reference / version number; and
- (v) expiry or refresh details, as applicable

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

3.1.2 as part of delivering the Exit Plan to the Customer pursuant to Paragraph 5.1 of this Call Off Schedule, create a document repository which shall contain a list of technical infrastructure documents / information and operating procedures through which the Supplier provides the Services., Such documents shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides

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the Services and to enable the smooth transition of the Services with the minimum of disruption. The Supplier shall maintain and keep the document repository and the documents held therein up to date;

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

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

**3.2 The Supplier shall:**

3.2.1 procure that all Supplier Exclusive Assets and Transferring In Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Call Off Contract; and

3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Software (including the Software identified in Call Off Schedule 9 (Software and Assets)) and Third Party Software and all Sub-Contracts shall, subject to the provisions of Call Off Schedule 9 (Software and Assets), be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

3.3 Where the Supplier is unable to procure that any Software, Sub-Contract, licence or other agreement referred to in Paragraph 3.2.2 above of this Call Off Schedule which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.

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

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**4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES**

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers or third parties (subject to the potential Replacement Suppliers or third parties entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s) and Service Levels;
  - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers, with any appropriate redactions in respect of Commercially Sensitive Information or security considerations;
  - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
  - 4.1.4 details of any key terms of any Third Party Contracts and licences , with any appropriate redactions in respect of Commercially Sensitive Information or security considerations,
  - 4.1.5 particularly as regards charges, termination, assignment and novation;
  - 4.1.6 a list of on-going and/or threatened disputes in relation to the provision of the Services;
  - 4.1.7 without prejudice to Call Off Schedule 12 (Staff Transfer), all appropriate information relating to Transferring Supplier Employees;
  - 4.1.8 all incident records for the previous twelve (12) months prior to the date of the Customer's notice under this Paragraph 4.1; and
  - 4.1.9 such other material and information as the Customer shall reasonably require,
- (together, the “**Exit Information**”).
- 4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this Paragraph 4.2 of this Call Off Schedule disclose any Supplier's Confidential Information which is information relating to the Commercially Sensitive Information).
- 4.3 The Supplier shall:
- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Customer regarding such proposed material changes; and

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- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 4.4 For the avoidance of doubt, the Exit Information is information for which the Customer is entitled to request at any time during the Call Off Contract Period irrespective of whether any termination, expiry or removal of Services from the scope of this Call Off Contract is ongoing or otherwise. The Supplier's obligations in this Call Off Schedule in respect of the Exit Information and to any requests for such information by the Customer shall apply at all times during the Call Off Contract Period irrespective of whether a termination, expiry or removal of Services from the Call Off Contract is ongoing or otherwise.
- 4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
  - 4.5.1 prepare an informed offer for those Services; and
  - 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

**5. EXIT PLAN**

- 5.1 The Supplier shall, within three (3) months after the First Operational Services Commencement Date, deliver to the Customer an Exit Plan which:
  - 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
  - 5.1.2 complies with the requirements set out in Paragraph 5.3 of this Call Off Schedule;
  - 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
  - 5.3.1 how the Exit Information is obtained;
  - 5.3.2 the management structure to be employed during both transfer and cessation of the Services;
  - 5.3.3 the management structure to be employed during the Exit Assistance Period;

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- 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 5.3.5 how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology Components from any technology Components operated by the Supplier or its Sub-Contractors (where applicable);
- 5.3.6 details of Third Party Contracts, Assets and Software, as applicable, in Call Off Schedule 9 (Software and Assets) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date, including as required by the provisions elsewhere in this Call Off Contract, together with any reasonable costs (unless such costs are expressly excluded or do not apply in accordance with other provisions of this Call Off Contract) required to effect such transfer (and unless otherwise set out elsewhere in this Call Off Contract, the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
- 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
- 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all Documentation used in the provision or operation of the Services and necessarily required for the continued use thereof;
- 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
- 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 5.3.11 proposals for the disposal of any redundant Services and materials;
- 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 12 (Staff Transfer);
- 5.3.13 how each of the issues set out in this Call Off Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Exit Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

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**6. EXIT ASSISTANCE**

- 6.1 At any time during the Call Off Contract Period, the Customer shall be entitled to require the Supplier to provide any of the assistance described in this Call Off Schedule or fulfil any of the obligations in this Call Off Schedule, at any time during the Call Off Contract Period whether in relation to an expiry, termination or the removal of Services (all or part thereof) from the scope of this Call Off Contract ("**Exit Assistance**"), by the Customer giving written notice to the Supplier (a "**Exit Assistance Notice**") at least four (4) months prior to the Call Off Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Exit Assistance Notice shall specify:
- 6.1.1 the date from which Exit Assistance is required;
  - 6.1.2 the nature of the Exit Assistance required; and
  - 6.1.3 the period during which it is anticipated that Exit Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services.
- 6.2 The Customer shall have an option to extend the Exit Assistance Period beyond the period specified in the Exit Assistance Notice provided that such extension shall not extend for more than twelve months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Exit Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Exit Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Exit Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.
- 6.3 If the Customer issues a Termination Notice under this Call Off Contract or the Call Off Contract expires in respect of the support services under the Contract, as applicable, the Customer shall be entitled to either, at its option:
- 6.3.1 extend the termination date or extend the expiry date of the Call Off Initial Period or the then-existing Call Off Contract Period, as applicable, (such termination date or expiry date of the then-existing Call Off Initial Period or Call Off Contract Period, as applicable, shall be known as the "**Original Termination Date**") by a period of up to twelve (12) months by giving: (i) at least two (2) months' written notice to the Supplier prior to the Original Termination Date in respect of the relevant termination; and (ii) at least two (2) months' written notice to the Supplier prior to the expiry of the then-existing Call Off Initial Period or Call Off Contract Period. The Supplier shall continue to provide the Services under this Call Off Contract during the Call Off Initial Period or any extension period identified pursuant to this Paragraph 6.3.1; or
  - 6.3.2 cancel the Termination Notice or expiry date of the Call Off Initial Period or the then existing Call Off Contract Period, as applicable, and, in such circumstance, the Call Off Contract or support services, as applicable, shall continue and apply as if the Termination Notice or expiry, as applicable, had never been issued by the Customer or had never taken

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place, as applicable. Any reasonable agreed additional costs required to continue to provide the Services in the circumstances set out in this Paragraph 6.3 shall be payable by the Customer.

**7. EXIT ASSISTANCE PERIOD**

- 7.1 Throughout the Exit Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
  - 7.1.1 continue to provide the Services (as applicable) and, if required by the Customer pursuant to Paragraph 6.1 of this Call Off Schedule, provide the Exit Assistance;
  - 7.1.2 in addition to providing the Services and the Exit Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier;
  - 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 7.1.2 of this Call Off Schedule without additional costs to the Customer. If such reallocation of resources is not possible or if such resource has no capacity, the Parties shall agree whether any additional costs are chargeable in accordance with Call Off Schedule 14 (Change Control Procedure);
  - 7.1.4 provide the Services and the Exit Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in the Exit Plan; and
  - 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 The Call Off Contract Charges for Exit Assistance shall be in accordance with Paragraph 6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

**8. TERMINATION OBLIGATIONS**

- 8.1 In addition to any other obligations in this Call Off Schedule and as set out elsewhere in this Call Off Contract, the Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Exit Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Exit Assistance and its compliance with the other provisions of this Call Off Schedule), the Supplier shall:
  - 8.2.1 cease to use the Customer Data, including as required pursuant to Clause 35 and Call Off Schedule 15 (Data Protection);



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- 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
- 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
- 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
  - (a) all copies of all software to be transferred to the Customer pursuant to the provisions of Call Off Schedule 9 (Software and Assets);
  - (b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
  - (c) any parts of the ICT Environment and any other equipment which belongs to the Customer;
  - (d) all Assets to be transferred to the Customer pursuant to the provisions of Call Off Schedule 9 (Software and Assets); and
  - (e) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);
  - (f) any sums prepaid by the Customer in respect of Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises;
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Customer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Customer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;
- 8.2.7 provide access during Working Hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
  - (a) such information relating to the Services as remains in the possession or control of the Supplier; and
  - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 8.2.7.

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- 8.3 Upon termination or expiry (as the case may be) or at the end of the Exit Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Exit Assistance and its compliance with the other provisions of this Call Off Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Exit Services or for statutory compliance purposes.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Exit Assistance Period.

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

- 9.1 Following notice of termination of this Call Off Contract and during the Exit Assistance Period, the Supplier shall not, without the Customer's prior written consent:
- 9.1.1 terminate, enter into or vary any Sub-Contract;
  - 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
  - 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.
- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 7.1.5 of this Call Off Schedule, the Customer shall provide written notice to the Supplier setting out:
- 9.2.1 which of the Assets transferring in accordance with the Customer's purchase rights in accordance with Call Off Schedule 9 (Software and Assets), if any will transfer to the Customer and/or the Replacement Supplier and such purchased assets shall transfer in accordance with the provisions of Call Off Schedule 9 (Software and Assets); and
  - 9.2.2 which of the Software transferring in accordance with the Customer's rights under Call Off Schedule 9 (Software and Assets), if any, will transfer to the Customer and/or the Replacement Supplier and such Transferring Software shall transfer in accordance with the provisions of Call Off Schedule 9 (Software and Assets);
  - 9.2.3 which of the Third Party Contracts transferring in accordance with the Customer's rights under Call Off Schedule 9 (Software and Assets), if any, will transfer to the Customer and/or the Replacement Supplier and such Transferring Assets shall transfer in accordance with the provisions of Call Off Schedule 9 (Software and Assets);

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in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Exit Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which assets and/or software are capable of transferring in accordance with Call Off Schedule 9 (Software and Assets) to the Customer and/or its Replacement Supplier in order for them to provide the Services or the Replacement Goods and/or Replacement Services.

**10. SUPPLIER PERSONNEL**

- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Call Off Schedule 12 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not take any step to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or the Replacement Supplier.
- 10.3 During the Exit Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's Personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
- 10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, unless Approval has been obtained from the Customer which shall not be unreasonably withheld.

**11. CHARGES**

- 11.1 The costs, fees, or charges for any and all Exit Assistance provided under this Call Off Schedule is in accordance with and subject to Paragraph 6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

**12. APPORTIONMENTS**

- 12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the relevant Assets and Software shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
  - 12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
  - 12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the

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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

12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 12.1 of this Call Off Schedule as soon as reasonably practicable.