exploitation upon discovery, or within the agreed remediation timeframe, and posing an active risk to Government Data, the timeframes set out in Paragraph 14.3 shall cease to apply and the remediation will be escalated as an emergency and progressed as soon as possibly in active consultation with the Buyer.

14.5 The timescales for applying patches to vulnerabilities in the core Information Management System set out in Paragraph 14.3 of this Annex shall be extended (subject to Buyer agreement) where:

14.5.1 the Supplier can demonstrate that a vulnerability in the core Information Management System is not exploitable within the context of the Deliverables (e.g. because it resides in a software component which is not involved in running in the Deliverables) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 14.3 of this Annex if the vulnerability becomes exploitable within the context of the Deliverables;

14.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

14.5.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Information Security Management Document Set.

14.6 The Information Security Management Document Set shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

15 Breach of Security

15.1 If either Party becomes aware of an actual or attempted Breach of Security, it shall notify the other in accordance with the Incident Management Process.

15.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

15.2.1 immediately take all reasonable steps necessary to:

- minimise the extent of actual or potential harm caused by such Breach of Security;
- remedy such Breach of Security to the extent possible;

- apply a tested mitigation against any such Breach of Security;
- prevent a further Breach of Security in the future which exploits the same root cause failure; and
- preserve any evidence that may be relevant to any internal, Buyer or regulatory investigation or criminal or legal proceedings;

15.2.2 notify the Buyer immediately upon becoming aware of a Breach of Security or attempted Breach of Security or circumstances that are likely to give rise to a Breach of Security, providing the Buyer with sufficient information to meet any obligations to report a Breach of Security involving any Personal Data under the Data Protection Legislation; and

15.2.3 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Supplier becoming aware of the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

15.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Buyer.

16 Termination Rights

16.1 Without limitation, the following events shall constitute a material Default giving the Buyer a right to terminate for cause pursuant to Clause 10.4.1(d) of the Core Terms:

16.1.1 the Buyer issues two rejection notices in respect of the Security Assurance Statement;

16.1.2 the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;

16.1.3 the Supplier fails to patch vulnerabilities in accordance with Paragraph 14 of Annex 3;

16.1.4 the Supplier materially fails to comply with the Incident Management Process;

16.1.5 the Supplier fails to meet the Certification Requirements;

16.1.6 the Supplier fails to comply with any Vulnerability Correction Plan; or

16.1.7 the Supplier experiences an event analogous to a Breach of Security in respect of its own or any other customers' data and any contributing factor to such event:

a) would be a cause for termination pursuant to this Paragraph 16 had such event been a Breach of Security pursuant to this Contract; or

b) demonstrates a failure to meet the requirements of this Schedule that gives the Buyer a right to terminate pursuant to this Paragraph 16.

Annex 4

Information Security Management Document Set Template (Not Used at Call-Off Start Date)

Call-Off Schedule 10A (Health Exit Management)

1 Definitions

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

"Exit Plan"	means the Exit Plan to be agreed by the parties in accordance with the provisions of Call-Off Schedule 10A; and
"Final Exit Plan"	has the meaning given to it in paragraph 4.1 of Call-Off Schedule 10A.

2 Handovers between Statements of Work

2.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.

2.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

3 Exit Plan

3.1 Introduction

3.1.1 Within 2 months of the Start Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with Good Industry Practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.

3.1.2 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Start Date.

3.1.3 The Supplier shall at any time during the Call-Off Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.

3.1.4 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

3.2 Content of Plan

3.2.1 The Supplier shall ensure that the Exit Plan facilitates a Service Transfer to the Buyer or a Replacement Supplier on expiry or termination of the Call Off

Contract.

3.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit - The exact nature of the activities and the timelines associated with them will be dependent on the planning and activities defined by the Buyer and the Replacement Supplier, most notably the timelines and phasing of the specific Buyer roll outs, and the associated implications. The Exit Plan should nevertheless incorporate indicative timescales and milestones with these to be firmed up by agreement between the Parties no later than an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

Workstream	Key Activities
Project Governance	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new service, phasing, etc
	Confirm exit activities and timelines
	Establish and maintain RAID Log
	Align exit activities to agreed exit timelines
	Sign off detailed plan and activities
	Identify Project Workstream contributors
Technology	Agree timeline to control closure of access to any Buyer Systems
Data	The Supplier to review data requests and provide workforce data in reasonable format and frequency.
	Supplier to provide a final data cut during hold/freeze period in line with WIP requirements
	Agree data archiving approach and data deletion as required by the Buyer, in line with GDPR & contractual requirements.
	Agree how data will be transferred at exit, including encryption
	Buyer data requirements to be finalised re retirement of incumbent workflow
Operations & Delivery	Provide Buyer specific process maps and variations
	Provide responses to reasonable Replacement Supplier clarification requests
People	Provide a point of contact in HR to agree TUPE timelines & approach

Workstream	Key Activities
	Activities as required to comply with Part E of Call-Off Schedule 2 (*Staff Transfer*)
Supplier Management	Provide all current suppliers and contact details
	Support reasonable communications to suppliers and issue any required communications
	Manage billing closure with Supplier
Communications and Change Management	Feed into communications plan
	Feed into communications drafting
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging
	Fully brief helpdesk on FAQs and messaging
	Issue communications to workers and suppliers as per plan
	Provide input to change impact assessment
Reporting	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency
Work in Progress Transition (WIP)	Agree process & commercial arrangements for WIP transition
	Support data cleanse activity with a final data cut submitted to incoming service provider
	Support WIP freeze on raising new requisitions and worker changes
Finance	Provide final billing and confirm final time sheeting details
	Support in closing down purchase orders (if applicable)
	Support communication to workers and suppliers on billing transition

- Details of the transition of Deliverables, processes, data etc during the exit;

- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
  - Data Requests – to be reasonable, specific and where necessary have clear articulation of why such data is required;
  - Response Timelines – timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
  - Active Engagement –Supplier to be kept fully informed of Buyer progress and updates; and
  - Buyer Points of Contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

4 Exit Management

4.1 The Supplier agrees that within 20 Working Days of the earliest of:

4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

4.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

4.1.3 the date which is 12 Months before the end of the Term; and

4.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities (**"Final Exit Plan"**) shall govern exit and transition of the Deliverables.

4.2 In relation to the delivery of the activities in a Final Exit Plan for a Service Transfer, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.

4.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:

4.3.1 cease to use the Government Data (subject to paragraph 4.5);

4.3.2 comply with the deletion requirements described in paragraph 4.4

as impacted by paragraph 4.5;

4.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:

- all copies of Buyer Software licensed or provided by the Buyer;
- all materials and documents owned by the Buyer; and
- any other Buyer Assets provided by the Buyer.

4.4 Subject to paragraph 4.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Call Off Schedule 9A (Health Security). The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.

4.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Joint Schedule 11 (Processing Data).

4.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

5 Confidential Information

5.1 Subject to the requirements of Joint Schedule 11 (Processing Data) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, 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 completing a Service Transfer or for statutory compliance purposes. The parties agree that any

Personal Data will be managed in accordance with Joint Schedule 11 (Processing Data).

5.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 4.1 may be shared with CCS and with the Replacement Supplier(s).

6 Charges

6.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.