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):

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| "Exit Information" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | 1. the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Registers" | 1. the register and configuration database referred to in Paragraph 2.1 of this Schedule; |
| "Replacement Services" | 1. any services which are substantially similar to any of the Services and which UKEF receives in substitution for any of the Services following the End Date, whether those Services are provided by UKEF internally and/or by any third party; |
| "Termination Assistance" | 1. the assistance required by UKEF pursuant to the Termination Assistance Notice; |
| "Termination Assistance Notice" | 1. has the meaning given to it in Paragraph 4.1 of this Schedule; |
| "Termination Assistance Period" | 1. 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 4.2 of this Schedule; |
| "Transferable Contracts" | 1. Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable UKEF or any Replacement Supplier to provide the Deliverables or the Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Contracts" | 1. has the meaning given to it in Paragraph 7.2.1 of this Schedule. |

Supplier must always be prepared for contract exit

* 1. During the Contract Period, the Supplier shall promptly:
     1. create and maintain a detailed register of all Sub-contracts and other relevant agreements required in connection with the Deliverables; and**[OPTIONAL PROVISION: DELETE IF A OUTSTANDING LEGAL RISK REGISTER IS NOT REQUIRED** create and maintain an outstanding issues/legal risks register;
     2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

* 1. The Supplier shall:
     1. 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 UKEF) at the request of UKEF to UKEF (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 UKEF and UKEF 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 Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

Assisting re-competition for Deliverables

* 1. The Supplier shall, on reasonable notice, provide to UKEF and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings unless they are subject to professional obligation of confidentiality), such information (including any access) as UKEF shall reasonably require in order to facilitate the preparation by UKEF of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
  2. The Supplier acknowledges that UKEF 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 UKEF 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 UKEF 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.

Termination Assistance

* 1. UKEF 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 (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 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 Deliverables.
  2. UKEF shall have an option to extend the Termination Assistance Period beyond the 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 this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. UKEF shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
  3. In the event that Termination Assistance is required by UKEF the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule.

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 UKEF, provide the Termination Assistance;
     2. provide to UKEF and/or its Replacement Supplier any reasonable assistance and/or access requested by UKEF and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to UKEF and/or its Replacement Supplier;
     3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to UKEF;
     4. subject to Paragraph 5.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
     5. at UKEF's request and on reasonable notice, deliver up-to-date Registers to UKEF;
     6. seek UKEF's prior written consent to access any UKEF 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 5.1.2 without additional costs to UKEF, 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 UKEF'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, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

Obligations when the contract is terminated

* 1. 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. Where requested, conduct a knowledge transfer exercise in accordance with clause 10.3 (Ending the Contract) of the Core Terms;
     2. vacate any UKEF Premises;
     3. 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;
     4. [**OPTIONAL PROVISION: DELETE IF NOT RELEVANT]** Any reasonable assistance or knowledge transfer regarding the Call-Off Contract’s whole life KPIs, which UKEF considers necessary to inform UKEF’s approach to KPIs in future Call-Off Contracts;
     5. provide access during normal working hours to UKEF 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 UKEF and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
  2. Except where this Contract provides otherwise, all licences, leases and authorisations granted by UKEF to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Sub-contracts and Software

* 1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without UKEF'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. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, UKEF shall notify the Supplier setting out:
     1. which, if any, of Transferable Contracts UKEF requires to be assigned or novated to UKEF and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for UKEF 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 UKEF and/or its Replacement Supplier to enable it to determine which Transferable Contracts are required to provide the Deliverables or the Replacement Services.

* 1. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to UKEF and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as UKEF reasonably requires to effect this novation or assignment.
  2. UKEF 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 UKEF 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.
  3. The Supplier shall hold any Transferring Contracts on trust for UKEF until the transfer of the relevant Transferring Contract to UKEF and/or the Replacement Supplier has taken place.
  4. The Supplier shall indemnify UKEF (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 UKEF (and/or Replacement Supplier) pursuant to Paragraph 7.3 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 a contract) shall not apply to this Paragraph 7.6 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

* 1. Unless otherwise stated, UKEF 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 Contracts shall be apportioned between UKEF 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. UKEF 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.