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APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 9

SOFTWARE AND ASSETS

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1. INTRODUCTION

- 1.1 This Call Off Schedule sets out the assets and the software to be used by the Supplier to deliver the Services. Title to such assets and software shall be held as set out below and may transfer to the Customer on expiry, termination or removal of a Service on the applicable terms set out below.
- 1.2 Annexes 1 to 8 of this Call Off Schedule contain lists of all such assets and software at the Call Off Commencement Date. The Supplier shall ensure that all such lists shall be updated from time to time in accordance with this Call Off Contract and contained within the Registers referred to in Paragraphs 3.1.1 and 3.1.2 of Call Off Schedule 11 (Exit Management).
- 1.3 All Annexes in this Call Off Schedule shall be updated and maintained by the Supplier at an operational level as part of SACM and such operational lists shall be treated as binding in respect of the rights and obligations in respect of the same under this Call Off Contract.

2 SUPPLIER ASSETS

- 2.1 The Supplier Assets are the assets that the Supplier uses to provide the Services. Such Assets shall include, the Supplier Exclusive Assets and, from the date of transfer or procurement in accordance with this Call Off Schedule, as applicable, the Transferring In Assets and the Supplier Procured Assets.
- 2.2 Title to the Supplier Assets shall remain with the Supplier at all times except that on expiry, termination or removal of Services the provisions relating to the Customer's right to purchase any Transferring In Asset, Supplier Procured Asset, or Supplier Exclusive Asset, as set out in Paragraphs 3.3, 4.3 and 5.3 below shall apply.

3 SUPPLIER PROCURED ASSETS

- 3.1 The Supplier shall procure the Supplier Procured Assets. The Supplier Procured Assets are more particularly identified in Annex 2 to this Call Off Schedule. The list of Supplier Procured Assets as set out in Annex 2 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter such list may be amended from time to time via the Change Control Procedure.
- 3.2 Title to the Supplier Procured Assets shall remain with the Supplier during the Call Off Contract Period and thereafter subject to the provisions of Paragraph 3.3 below. For the avoidance of doubt, once the Supplier Procured Assets transfer to the Supplier in accordance with this Paragraph 3.2 then such Supplier Procured Assets shall become Supplier Assets and the terms and conditions relating to Supplier Assets shall apply.
- 3.3 On expiry, termination or removal of a Service, the Customer shall be entitled to buy back the Supplier Procured Assets relating to such Service at the applicable Net Book Value and title to the same shall subject to Paragraph 3.4

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below transfer to the Customer or Replacement Supplier, as directed by the Customer on the date of such expiry, termination or removal.

- 3.4 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that no Supplier Procured Asset is affected by any restriction (including any extra cost) against or relating to its future assignment or novation to either the Customer or Replacement Supplier. The Supplier shall notify the Customer in advance of any such restriction prior to the purchase of any Supplier Procured Assets 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 to which the relevant agreement relates.

4 SUPPLIER EXCLUSIVE ASSETS

- 4.1 The Supplier Exclusive Assets are more particularly identified in Annex 3 to this Call Off Schedule. The list of Supplier Exclusive Assets as set out in Annex 3 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter such list may be amended from time to time via the Change Control Procedure.
- 4.2 The Supplier Exclusive Assets shall be used exclusively for the provision of the Services to the Customer.
- 4.3 On expiry, termination or removal of a Service, the Customer shall be entitled to buy back the Supplier Exclusive Assets relating to such Service at a price to be agreed which shall be no higher than Net Book Value and title to the same shall transfer to the Customer or Replacement Supplier, as directed by the Customer on the date of such expiry, termination or removal.

5 TRANSFERRING IN ASSETS

- 5.1 At the Call Off Commencement Date the Customer is the owner of the Transferring In Assets. The Transferring In Assets are set out in Annex 1 to this Call Off Schedule. The list of Transferring in Assets as set out in Annex 1 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure. Such list shall identify where there are any support constraints in relation to such Transferring in Assets. The Parties shall within the Detailed Implementation Plan agree what action (if any) may be taken to address any such constraints.

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- 5.2 In consideration of the sum of £1 (receipt of which is hereby acknowledged) ownership of each Transferring In Asset shall transfer to the Supplier on the date of the Satisfaction Certificate in respect of the Milestone to which the Transferring In Asset relates. Such ownership shall remain with the Supplier for the Call Off Contract Period and thereafter subject to the provisions of Paragraph 5.3 below. For the avoidance of doubt, once the Transferring In Assets transfer to the Supplier in accordance with this Paragraph 5.2 then such Transferring In Assets shall become Supplier Assets and the terms and conditions relating to Supplier Assets shall apply.
- 5.3 On expiry, termination or removal of a Service, the Customer shall be entitled to buy back the Transferring In Assets relating to each such Service for the consideration of £1 and title to the same shall transfer to the Customer or Replacement Supplier, as directed by the Customer, on the date of such expiry, termination or removal.

6 SUPPLIER SOFTWARE

- 6.1 The Supplier Software is the software that the Supplier uses to provide the Services. Such Supplier Software shall include, the Supplier Exclusive Software and, from the date of transfer or procurement in accordance with this Call Off Schedule, as applicable, the Transferring In Software and the Supplier Procured Software.
- 6.2 The Supplier shall install software patches and service packs (where such service packs are solely a collection of patches) at no additional cost to the Customer in accordance with the Service Requirements set out in Call Off Schedule 2 (Services). Updates (which shall include service packs where such packs introduce new or revised features or functionality) and version upgrades in respect of the Transferring In Software, the Supplier Exclusive Software and the Supplier Procured Software, will be performed, where agreed between the Parties, via the Change Control Procedure. Any such updates to Supplier Procured Software will only be chargeable via the Change Control Procedure where the upgrade is made at the request of the Customer.
- 6.3 Typically, patches update the third numeric version number (MAJOR.MINOR.PATCH), i.e. the maintenance version. Updates update the minor version number. Patches usually fix problems while maintaining compatibility, whereas updates can both fix problems as well as add new features.

7 SUPPLIER PROCURED SOFTWARE

- 7.1 The Supplier shall procure the licences to the Supplier Procured Software. The Supplier Procured Software is more particularly identified in Annex 5 to this Call Off Schedule. The list of Supplier Procured Software as set out in Annex 5 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.

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- 7.2 The Supplier Procured Software shall be licensed to the Supplier and the Supplier shall procure that on the grant of such licences and at all times thereafter that:
- 7.2.1 the Customer has a right to use such Supplier Procured Software during the Call Off Contract Period for the purpose of receiving the Services as envisaged by this Call Off Contract; and
 - 7.2.2 the licence terms in respect of such Supplier Procured Software shall, subject to Paragraph 7.3 below, permit such licences to be novated/assigned or otherwise transferred to the Customer on agreement between the Parties.
- 7.3 The Supplier agrees that during the term of this Call Off Contract it shall as far as it is reasonably possible ensure that any licence for Supplier Procured Software shall contain a clause permitting its future assignment or novation to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence 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 to which the relevant agreement relates.
- 7.4 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 7.3 above ensure that the Customer is entitled to require that the required licences of the Supplier Procured Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

8 SUPPLIER EXCLUSIVE SOFTWARE

- 8.1 The Supplier Exclusive Software is more particularly identified in Annex 6 to this Call Off Schedule. The list of Supplier Exclusive Software as set out in Annex 6 shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 8.2 Such list shall identify the version numbers that such Supplier Exclusive Software is currently operating on and where there are any support or upgrade constraints in relation to such Supplier Exclusive Software. The Parties shall within the Detailed Implementation Plan agree what action (if any) may be taken to address any such constraints.
- 8.3 Title to the Supplier Exclusive Software or the applicable licences relating thereto shall remain with the Supplier for the Call Off Contract Period.
- 8.4 The Supplier Exclusive Software shall be used exclusively for the provision of the Services to the Customer.

OFFICIAL

- 8.5 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any licence for Supplier Exclusive Software shall contain a clause permitting its future assignment, novation or transfer to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence.
- 8.6 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 8.5 above ensure that the Customer is entitled to require that the required licences of the Supplier Exclusive Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

9 TRANSFERRING IN SOFTWARE

- 9.1 At the Call Off Commencement Date the Customer is the owner of or holder of the licenses of the Transferring In Software. The Transferring In Software is more particularly identified in Annex 4 to this Call Off Schedule. The list of Transferring In Software as set out in Annex 4 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 9.2 Such list shall identify the version numbers that such Transferring In Software is currently operating on and where there are any support or upgrade constraints in relation to such Transferring in Software. The Parties shall within the Detailed Implementation Plan agree what action (if any) may be taken to address any such constraints.
- 9.3 The Transferring-In Software is proprietary to the relevant third party (or the Customer (as applicable)) and the licences to use such Transferring In Software shall not transfer to the Supplier.
- 9.4 The Supplier shall have a right to use such Transferring In Software during the Call Off Contract Period on terms to be notified by the Customer to the Supplier in writing.
- 9.5 On expiry, termination or removal of a Service, the Supplier shall cease using the Transferring In Software and return the same to the Customer.

10 THIRD PARTY SOFTWARE

- 10.1 The Third Party Software is more particularly identified in Annex 7 to this Call Off Schedule. The list of Third Party Software as set out in Annex 7 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Thereafter, such list may be amended from time to time via the Change Control Procedure.
- 10.2 The Supplier shall wherever practicable procure that:

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- 10.2.1 the Customer has a right to use such Third Party Software during the Call Off Contract Period for the purpose of receiving the Services as envisaged by this Call Off Contract; and
- 10.2.2 that the licence terms in respect of such Third Party Software permit such licences to be novated / assigned or otherwise transferred to the Customer on agreement between the Parties.
- 10.3 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any licence for Third Party Software shall contain a clause permitting its future assignment, novation or transfer to either the Customer or a Replacement Supplier as directed by the Supplier, including on expiry, termination or removal of a Service, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant licence.
- 10.4 On expiry or termination (all or part) of the Call Off Contract, the Supplier shall subject to Paragraph 10.3 above ensure that the Customer is entitled to require that the required licences of the Third Party Software are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

11 THIRD PARTY CONTRACTS

- 11.1 The Third Party Contracts, including for support and maintenance are more particularly identified in Annex 8 to this Call Off Schedule. The list of Third Party Contracts as set out in Annex 8 to this Call Off Schedule shall be reviewed and updated in accordance with the Detailed Implementation Plan. Such list may be amended from time to time via the Change Control Procedure.
- 11.2 The Supplier shall ensure that the Third Party Contracts required for the provision of the Services in accordance with the Call Off Contract are in place prior to the relevant Operational Services Commencement Date, including responsibility for novating, assigning or otherwise transferring such Third Party Contracts to the Supplier prior to the relevant Operational Services Commencement Date.
- 11.3 The Supplier agrees that during the Call Off Contract Period it shall as far as it is reasonably possible ensure that any Third Party Contracts entered into during the Call Off Contract Period shall contain a clause permitting its future assignment or novation to either the Customer or Replacement Supplier, at no extra cost to the Customer. The Supplier shall notify the Customer in advance of any such purchase if such a clause is not contained within the relevant third party agreement.
- 11.4 Where the Supplier is unable to procure that any Third Party Contract or other agreement referred to in this Paragraph 11 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

OFFICIAL

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.

- 11.5 On expiry, termination or removal of a Service, the Supplier shall ensure that subject to Paragraphs 11.3 and 11.4 the Customer is entitled to require that the relevant Third Party Contracts are novated, assigned, or otherwise transferred to the Customer or a Replacement Supplier, as directed by the Customer.

12 TRANSFERRING ASSETS, TRANSFERRING SOFTWARE AND TRANSFERRING CONTRACTS AND

- 12.1 This Call Off Schedule provides the Customer with an entitlement to require the transfer of certain Assets, Software and Third Party Contracts on the terms of the Paragraphs set out above.

- 12.2 Any and all such Assets to be transferred shall be the Transferring Assets. Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the termination or expiry of the relevant Service and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

- 12.3 Where the Supplier is notified in accordance with Paragraph 9.2 of Call Off Schedule 11 (Exit Management) that the Customer and/or the Replacement Supplier requires continued use of any Supplier Exclusive Assets that are not Transferring Assets or any Supplier Non Exclusive Assets, the Supplier shall as soon as reasonably practicable:

12.3.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

12.3.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

- 12.4 Any and all such Third Party Contracts to be novated, assigned, or otherwise transferred to the Customer shall be Transferring Contracts. The Supplier shall, in accordance with the Exit Plan, as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

- 12.5 The Customer shall, in accordance with the Exit Plan:

OFFICIAL

- 12.5.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 12.5.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 12.6 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 12.7 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to Paragraph 12.4 of this Call Off Schedule in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- 12.8 Any and all such Software to be novated, assigned, or otherwise transferred to the Customer shall be the Transferring Software. The Supplier shall, in accordance with the Exit Plan, as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Software. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 12.9 The Customer shall:
- 12.9.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each licence of Transferring Software; and
 - 12.9.2 once Transferring Software is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Software and exercise its rights arising under that Transferring Software, or as applicable, procure that the Replacement Supplier does the same.

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Transferring-In Assets	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

ANNEX 2 - SUPPLIER PROCURED ASSETS

Supplier Procured Assets	Reference / ID number, if applicable
None	

ANNEX 3 – SUPPLIER EXCLUSIVE ASSETS

Supplier Exclusive Assets	Reference / ID number, if applicable
None	

ANNEX 4 – TRANSFERRING IN SOFTWARE

Transferring In Software	Reference / ID number, if applicable
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

Not all software listed in the attached spreadsheet is within the scope of this Call Off Contract and where this is the case it is clearly marked.

ANNEX 5 - SUPPLIER PROCURED SOFTWARE

Supplier Procured Software	Reference / ID number, if applicable
See Annex 4	

ANNEX 6 – SUPPLIER EXCLUSIVE SOFTWARE

Supplier Exclusive Software	Reference / ID number, if applicable
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OFFICIAL

See Annex 4

ANNEX 7 – THIRD PARTY SOFTWARE

Third Party Software	Reference / ID number, if applicable
The Supplier Procured Software and the Supplier Exclusive Software where procured from a third party	

ANNEX 8 – THIRD PARTY CONTRACTS

Third Party Contracts	Reference / ID number, if applicable
Carrenza	N/A