

CONTRACT FOR THE PROVISION OF
IMS4 SERVICES

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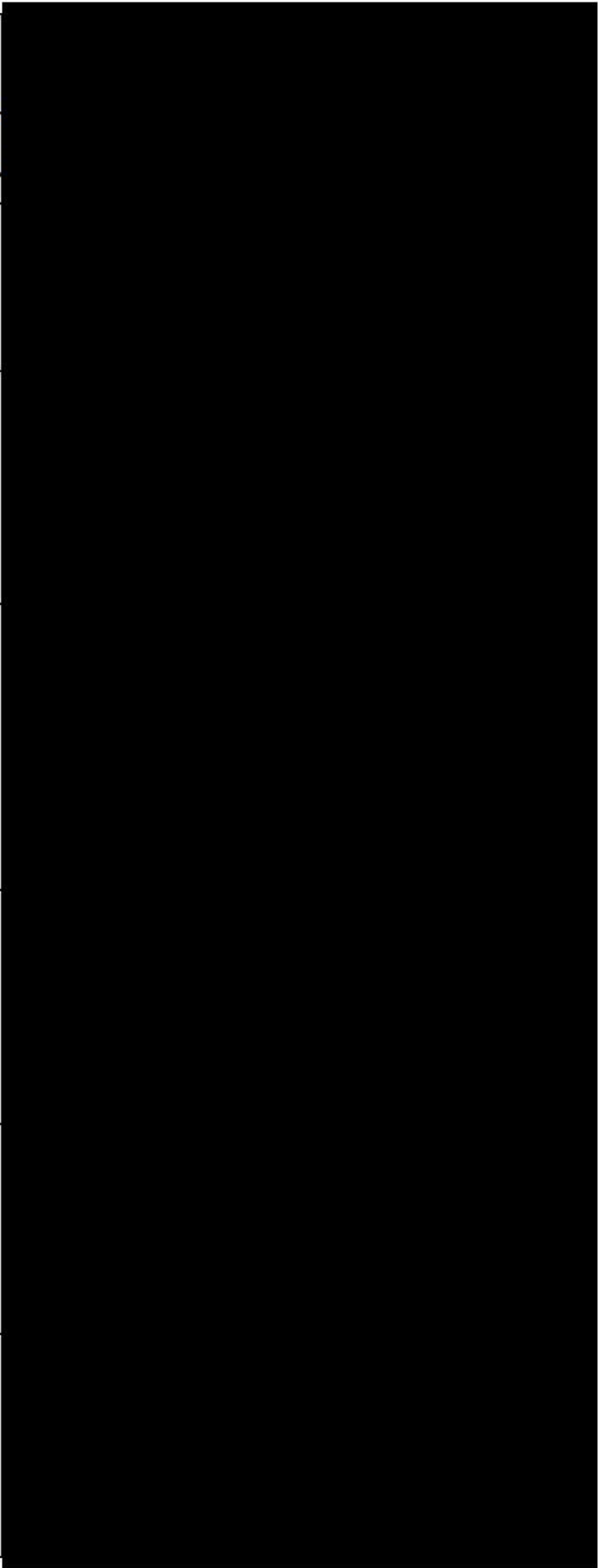
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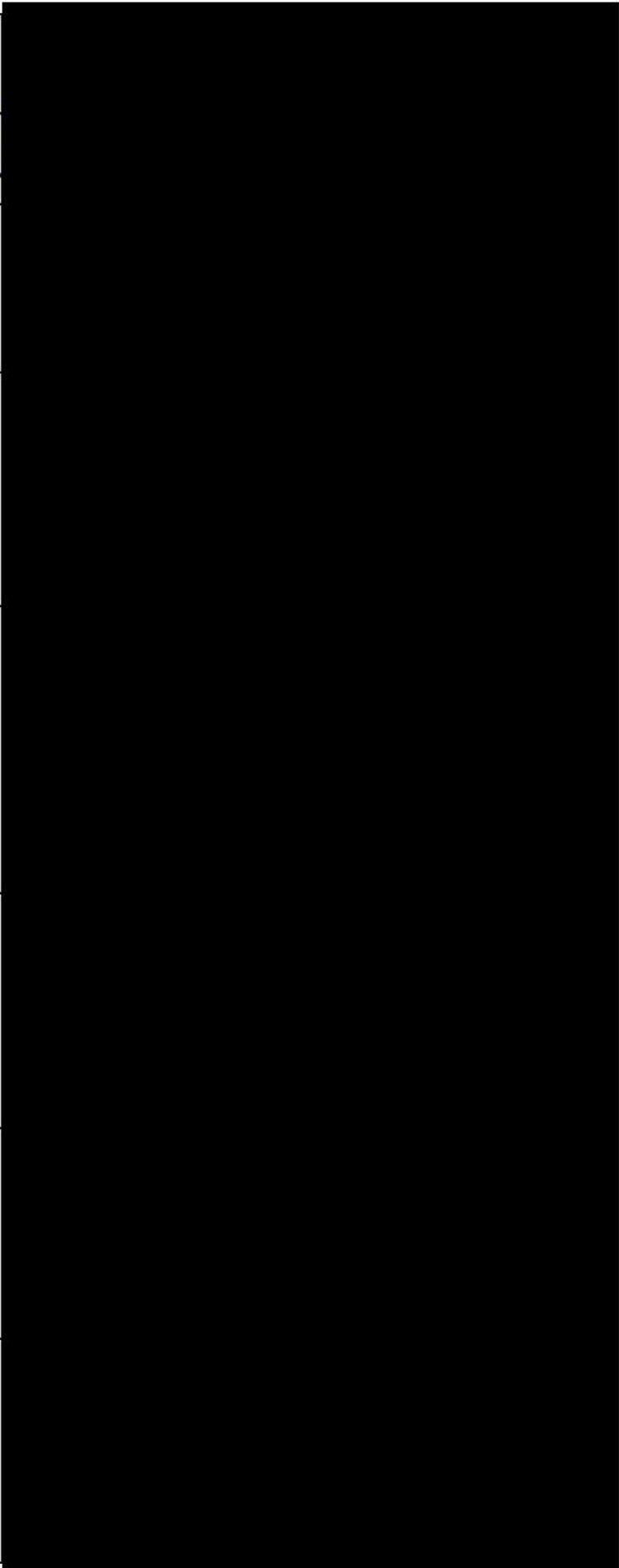
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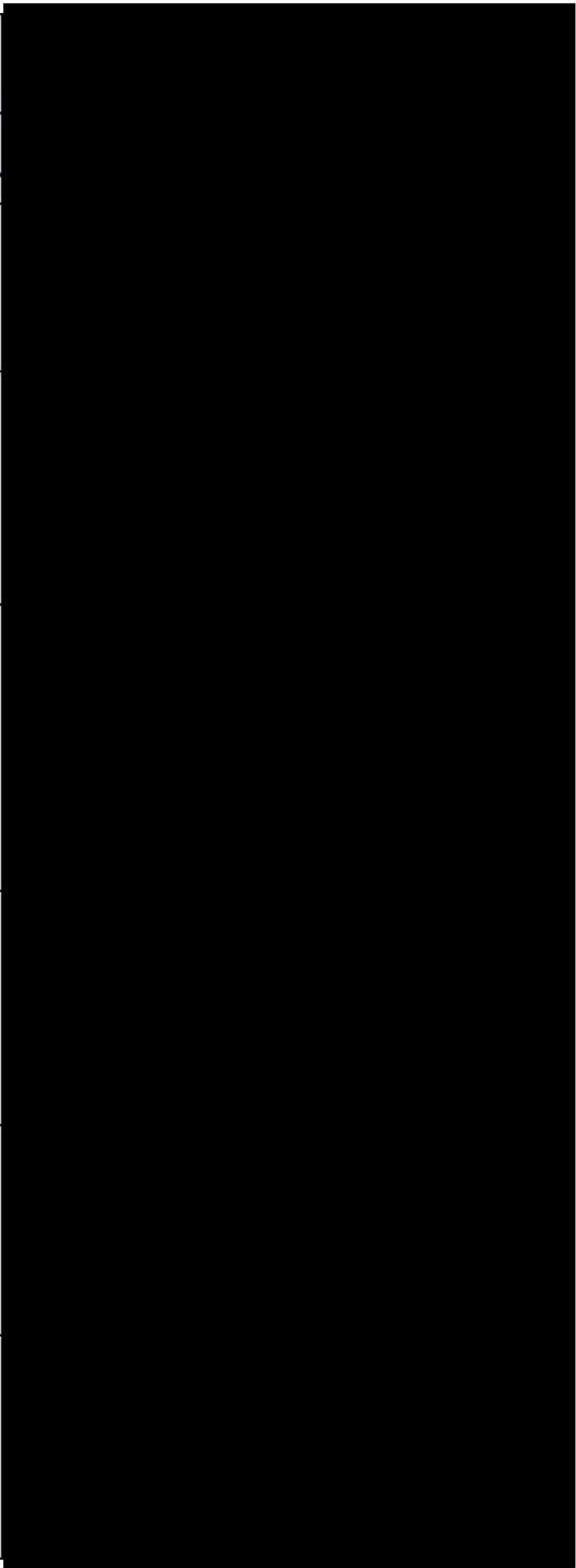
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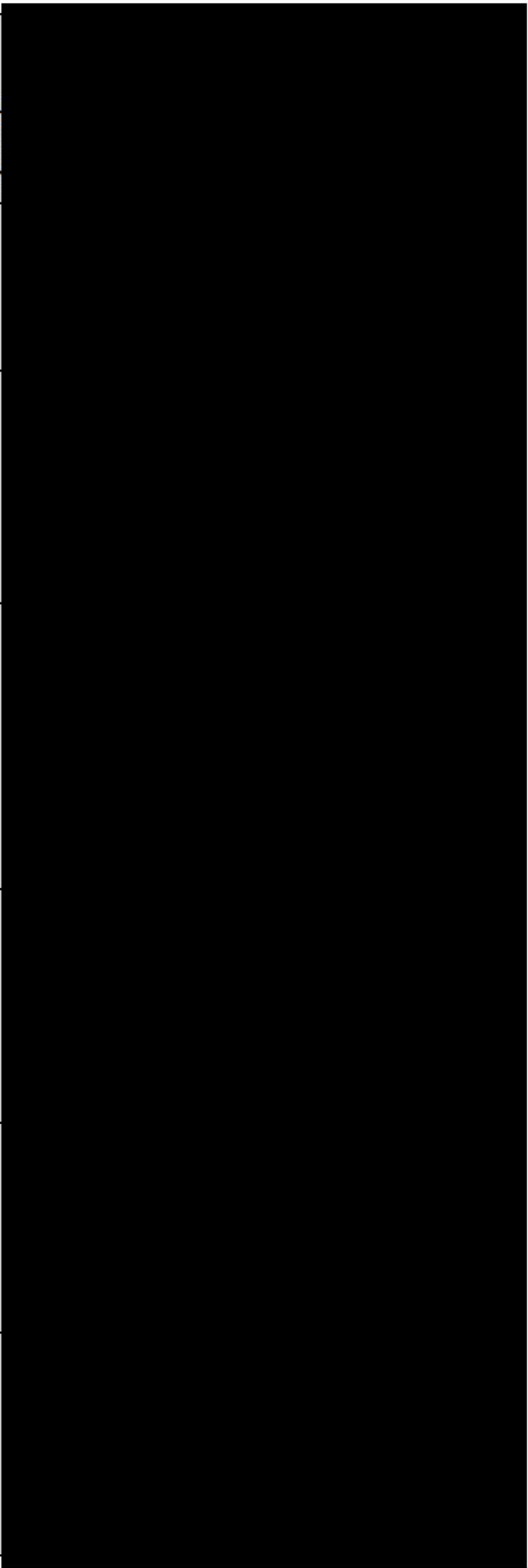
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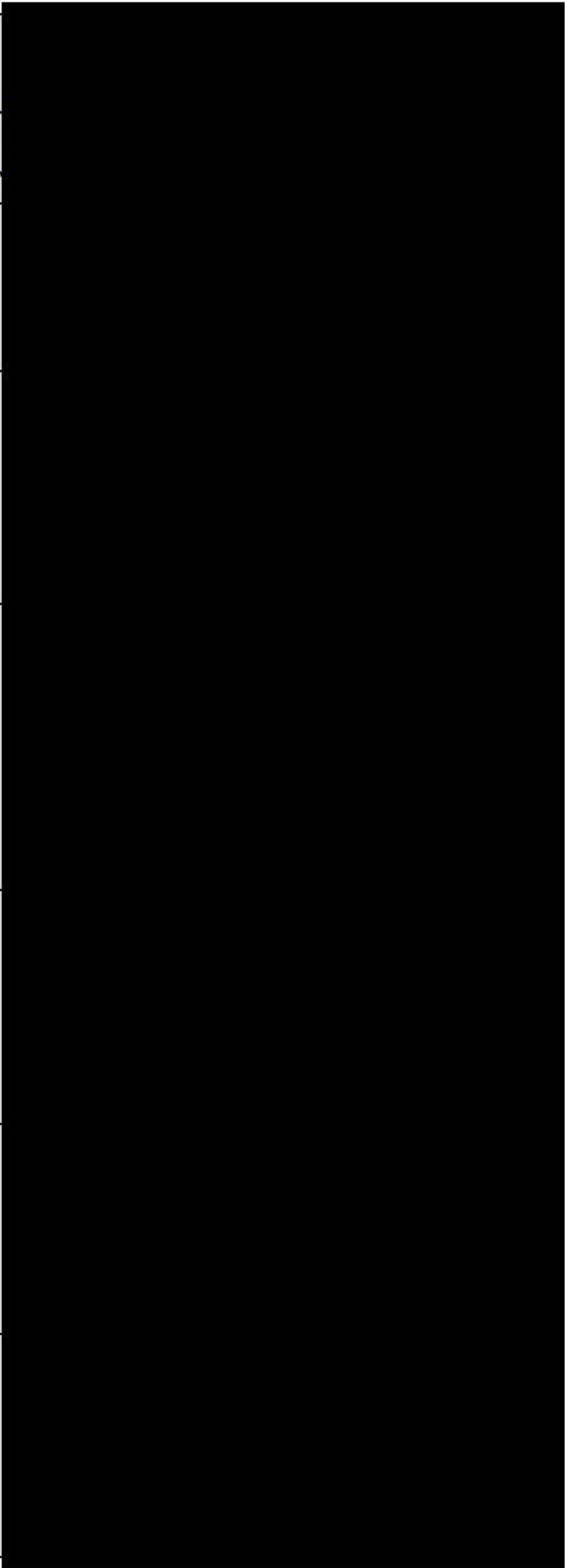
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ANNEX 4: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

Financial Year 20[]				
	Under this Agreement		Supplier as a whole	
		%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[]	100%	£[]	100%
Total value of sub-contracted revenues (£) in this Financial Year	£[]	[]	£[]	[]
Total value of sub-contracted revenues to SMEs (£) in this Financial Year	£[]	[]	£[]	[]
Total value of sub-contracted revenues to VCSEs (£) in this Financial Year	£[]	[]	£[]	[]

ANNEX 5: REPORTS/DOCUMENTS TO BE DELIVERED BY OTHER SUPPLIERS OR ENTITIES

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Schedule 7.3 (<i>Benchmarking</i>), Paragraph 4.1	Draft plan for the Benchmark Review	Schedule 7.3 (<i>Benchmarking</i>), Paragraph 4.1	Within ten (10) Working Days after the date of appointment of the Benchmark (or such longer period as the Benchmark shall reasonably request in all the circumstances)		Authority and Auditor	Authority Document Management System
Schedule 7.3 (<i>Benchmarking</i>), Paragraph 5.1	Benchmark Report	Schedule 7.3 (<i>Benchmarking</i>), Paragraph 5.1	At the time specified in the approved Benchmark plan		Authority and Auditor	Authority Document Management System
Schedule 8.8 (<i>Collaboration</i>), Paragraph 3.2	Detailed Collaboration Plan	Schedule 8.8, Paragraph 3.2	Within ten (10) Working Days (or such other period as agreed in writing by the Authority and the Collaboration Suppliers) of receipt of the Outline Collaboration Plan			Authority Document Management System

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SCHEDULE 8.5

EXIT MANAGEMENT

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EXIT MANAGEMENT

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Emergency Exit”	any termination of this Agreement which is a: <ul style="list-style-type: none">(a) lawful termination of the whole or part of this Agreement by either Party in accordance with Clause 34 (<i>Termination Rights</i>) where the relevant period of notice given under that Clause is less than 6 months;(b) lawful termination of the provision of the Goods and/or Services for any reason prior to the expiry of any relevant period of notice of termination served pursuant to Clause 34 (<i>Termination Rights</i>); or(c) wrongful termination or repudiation of this Agreement by either Party, or both Parties;
“Ethical Wall Agreement”	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
“Exclusive Assets”	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Goods or Services;
“Exit Information”	has the meaning given in Paragraph 3.1 of this Schedule;
“Exit Manager”	the person appointed by each Party pursuant to Paragraph 2.3 of this Schedule for managing the Parties' respective obligations under this Schedule;
“Net Book Value”	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;
“Non-Exclusive Assets”	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Goods or Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
“Ordinary Exit”	any termination of the whole or any part of this Agreement which does not result in an Emergency Exit, including pursuant to Clause 34 (<i>Termination Rights</i>) where the period of notice given by the terminating Party pursuant to such Clause is not less than 6 months; or as a result of the expiry of the Initial Term or any Extension Period;

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“Registers”	the register and configuration database referred to in Paragraphs 2.1(a) and 2.1(b) of this Schedule;
“Replacement Procurement”	refers to any procurement (or series of procurements) by the Authority or any Service Recipient for Replacement Services to replace the provision of the Goods and/or Services by the Supplier following the expiry of termination of this Agreement;
“Transferable Assets”	those of the Exclusive Assets which are capable of legal transfer to the Authority;
“Transferable Contracts”	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Goods and perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and
“Transferring Contracts”	has the meaning given in sub-Paragraph 7.2(d) of this Schedule.

2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the Supplier shall:

- (a) create and maintain an accurate and up-to-date online register of all:
 - (i) Assets, detailing their:
 - (A) make, model and asset number;
 - (B) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (C) usage by the Supplier for other customers;
 - (D) Net Book Value;
 - (E) condition and physical location; and
 - (F) use (including technical specifications); and
 - (ii) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements, virtual server configurations, and equipment rental and lease agreements) required for the provision of the Goods and performance of the Services;
 - (iii) Specially Written Software, including any other bespoke business applications created by the Supplier and written specifically for the Authority;
 - (iv) Software, detailing:
 - (A) operating system software;
 - (B) version types and/or version numbers;
 - (C) licence numbers (including any held on enterprise wide licences); and

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- (v) Supplier Personnel (including job title and role) and all information required by Schedule 9.2 (*Key Personnel*);
 - (b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth Exit Management of the provision of the Goods and/or Services to the Replacement Supplier with the minimum of disruption;
 - (c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan;
 - (d) at all times keep the Registers up to date, in particular if Assets, Sub-contracts or other relevant agreements are added to or removed from the Goods and/or Services;
 - (e) provide a copy of the Register to the Authority annually in editable electronic format, and otherwise on one (1) weeks' notice at any time; and
 - (f) any other information that the Authority deems necessary for the Supplier to include within the Exit Plan to ensure successful Exit Management.
- 2.2 The Supplier shall ensure that all Exclusive Assets listed in the Register are clearly marked to identify that they are exclusively used for the provision of the Goods and Services under this Agreement.
- 2.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) months of the Effective Date.
- 2.4 The Supplier's Exit Manager shall be responsible for maintaining the Exit Plan and ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule.
- 2.5 The Supplier shall ensure that its Exit Manager has the requisite authority 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 Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.
- 2.6 Any costs or Charges relating to the provisions of Paragraph 2 of this Schedule are deemed to be included within Operational Service Charges set out in Schedule 7.1 (*Charges and Invoicing*) at the Effective Date.

3 OBLIGATIONS TO ASSIST WITH REPLACEMENT PROCUREMENT

- 3.1 On reasonable notice at any point during the Term, and automatically on service of a Termination Notice by the Authority, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any Replacement Procurement and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- (a) details of the Goods and Service(s) provided in connection with the performance of this Agreement;
 - (b) a copy of the Register, updated by the Supplier up to the date of delivery of such Register;
 - (c) an inventory of Authority Data in the Supplier's possession or control;

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- (d) details of any key terms of any Third Party Contracts and licences, particularly as regards charges, termination, assignment and novation;
 - (e) a list of on-going and/or threatened disputes (including any Disputes) in relation to the provision of the Goods and/or Services or otherwise in connection with the performance of this Agreement;
 - (f) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement;
 - (g) design and configuration details of the Supplier Solution;
 - (h) details of the Supplier's Processes supporting the provision of the Goods and Services; and
 - (i) such other material and information as the Authority shall reasonably require,
- (together, the “**Exit Information**”).
- 3.2 Subject to the following, the Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual appointed Replacement Supplier (or any third party whom the Authority is considering engaging as a Replacement Supplier), to the extent that such disclosure is necessary in connection with such engagement as part of any Replacement Procurement process. The Authority may not disclose any Supplier's Confidential Information which relates to the Supplier's or its Sub-contractors' prices or costs.
- 3.3 The Supplier shall:
- (a) notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of the provision of any Goods or Services and shall consult with the Authority regarding such proposed material changes; and
 - (b) 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 Authority.
- 3.4 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:
- (a) prepare an informed offer for those Goods and Services; and
 - (b) not be disadvantaged in any Replacement Procurement process compared to the Supplier (if the Supplier is invited to participate).
- 3.5 Any Changes to the provision of the Goods and Services that are not a:
- (a) Replacement Procurement;
 - (b) Partial Termination of any Services; or
 - (c) Service Transfer;
- shall be managed by the Parties in accordance with the Processes and timeframes set out in Schedule 8.2 (*Change Control Procedure*) and sub-Clause 34.1(a) or Clause 34.1(b) (*Termination by the Authority*) (as applicable) and the requirement for the Authority to provide six (6) months' written notice to terminate this Agreement in part shall not apply.

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- 3.6 Any costs or Charges relating to the provisions of Paragraph 3 of this Schedule are deemed to be included within Operational Service Charges set out in Schedule 7.1 (*Charges and Invoicing*) at the Effective Date.

4 OBLIGATION TO ENTER INTO AN ETHICAL WALL AGREEMENT ON REPLACEMENT PROCUREMENT

- 4.1 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a Replacement Procurement process.
- 4.2 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

5 EXIT PLAN

- 5.1 The Supplier shall, within six (6) months after the Effective Date, deliver to the Authority an outline Exit Plan in draft form which:
- (a) sets out the Supplier's proposed methodology for achieving an orderly Exit Management of the relevant Goods and Services from the Supplier to the Authority and/or its Replacement Supplier on the Partial Termination, expiry or termination of this Agreement;
 - (b) complies with the requirements set out in Paragraph 5.2 of this Schedule;
 - (c) contains all of the information required by Paragraph 5.3 of this Schedule; and
 - (d) is otherwise reasonably satisfactory to the Authority.
- 5.2 The Parties shall use reasonable endeavours to agree the contents of the draft, outline Exit Plan. If the Parties are unable to agree the contents of the draft Exit Plan within twenty (20) Working Days (or within such other period if agreed by the Authority) of its submission, then such shall become a Dispute and shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 All Exit Plans provided under this Schedule shall set out, as a minimum:
- (a) how the Exit Information is obtained;
 - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Goods or Services;
 - (c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Goods and Services under this Agreement;
 - (d) the management structure to be employed during both transfer and cessation of the Goods and Services in an Ordinary Exit and an Emergency Exit;
 - (e) the management structure to be employed during the Termination Assistance Period;
 - (f) a detailed description of both the transfer and cessation processes, including a

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timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

- (g) how the Goods and Services will transfer to the Replacement Supplier and/or the Authority, including details of the Processes, Documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - (h) the scope of the Exit Services that may be required for the benefit of the Authority (including such of the Services set out in Annex 1 of this Schedule as are applicable);
 - (i) timetable and critical issues for providing the Exit Services;
 - (j) subject to the provisions of Paragraph 6.4 below of this Schedule, any charges that would be payable for the provision of the Exit Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges (the Supplier acknowledges and agreed that it shall calculate such capped estimate solely in relation to any charges that would be chargeable to the Authority after the provisions of Paragraph 6.4 below in this Schedule have been applied);
 - (k) how the Exit Services would be provided (if required) during the Termination Assistance Period;
 - (l) Procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 9.1 (*Staff Transfer*);
 - (m) how each of the issues set out in this Schedule will be addressed to facilitate the Exit Management of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Goods and Services during the Termination Assistance Period (including alignment with the Replacement Supplier's implementation plan); and
 - (n) any other elements that the Authority reasonably requires to be addressed.
- 5.4 The Parties acknowledge that the migration of the Goods and Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain Goods and Services are handed over before others. The Supplier shall further ensure that any Exit Plans are capable of being implemented in both phased and non-phased migrations of the Goods and Services and, where required by the Authority, that it is consistent with the Authority's plans for any Replacement Goods and Services (to the extent that they have been communicated by the Authority to the Supplier).
- 5.5 The Supplier shall review and (if appropriate) update the all Exit Plans provided under Paragraph 5.1 of this Schedule on a basis consistent with the principles set out in this Schedule:
- (a) in the first month of each Contract Year (commencing with the second Contract Year);
 - (b) on receipt of the Replacement Supplier's implementation plan; and
 - (c) if requested by the Authority, following the occurrence of a Financial Distress Event, within fourteen (14) days of such request;

to reflect any changes in the provision of the Goods and Services that have occurred since the last version of the Exit Plan was last agreed (and to reflect any developments in the Authority's plans for phased and/or non-phased migration of the Goods and Services and/or

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any Replacement Goods and Services). Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 5.6 Within twenty (20) Working Days after service of a Termination Notice by either Party or six (6) months prior to the expiry of this Agreement, the Supplier will submit for Approval the latest version of the Exit Plan (updated in accordance with Paragraph 5.5 above) in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the provision of the Goods and Services that have occurred since the last version of the Exit Plan was last agreed (including to reflect any developments in the Authority's plans for phased and/or non-phased migration of the Goods and Services and/or any Replacement Goods and Services).
- 5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan and the Supplier shall incorporate any additional detail as the Authority deems necessary. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

Costs of preparing the Exit Plan

- 5.8 Any costs or Charges relating to the provisions of Paragraph 5 of this Schedule (including the preparation and finalisation of the Exit Plan) are deemed to be included within Operational Service Charges set out in Schedule 7.1 (*Charges and Invoicing*) at the Effective Date.

6 EXIT SERVICES

Notification of Requirements for Exit Services

- 6.1 The Authority shall be entitled to require the provision of Exit Services at any time during the Term (including on one or more occasions) by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least three (3) months prior to the date of Partial Termination, termination or expiry of this Agreement (or any part thereof) 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 the:
- (a) date from which Exit Services are required;
 - (b) nature of the Exit Services required; and
 - (c) period during which it is anticipated that Exit Services will be required, which shall continue no longer than twenty four (24) months after the date that the Supplier ceases to provide the relevant Goods and Services.
- 6.2 The Authority shall have:
- (a) an option to extend the period of assistance beyond the period specified in the relevant Termination Assistance Notice 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 to such effect no later than

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twenty (20) Working Days prior to the date on which the provision of Exit Services is otherwise due to expire; and

- (b) the right to terminate its requirement for Exit Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

6.3 Under this Schedule (including throughout the Termination Assistance Period, or such shorter period as the Authority may require), the Supplier shall:

- (a) continue to provide the Goods and Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1 of this Schedule, provide the Exit Services;
- (b) provide to the Authority any reasonable assistance (in addition to providing the Goods, Services and the Exit Services) requested by the Authority to allow the Goods and Services to continue without interruption following the Partial Termination, termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Goods and Services to the Authority and/or its Replacement Supplier;
- (c) use all reasonable endeavours to reallocate its then-current resources to provide the Exit Services described in Paragraph 6.3(a) above in this Schedule and such assistance as is referred to in Paragraph 6.3(b) above in this Schedule without additional costs or Charges to the Authority;
- (d) provide the Goods and Services and the Exit Services at no detriment to the Target Performance Levels; and
- (e) at the Authority's request and on reasonable notice, deliver up-to- date Registers to the Authority.

6.4 Without prejudice to the Supplier's obligations under Paragraph 6.3(c) above, if it is not possible for the Supplier to reallocate resources to provide the Exit Services described in Paragraph 6.3(a) above in this Schedule and such assistance as is referred to in Paragraph 6.3(b) above in this Schedule without additional costs to the Authority, any additional costs shall be demonstrated to the satisfaction of the Authority, recovered via the rates from the Rate Card in Annex 7 of Schedule 7.1 (*Charges and Invoicing*) and shall be subject to agreement in accordance with the Change Control Procedure.

Termination Obligations

6.5 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination or expiry of this Agreement.

6.6 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's delivery of the Goods, Services and the Exit Services and its compliance with the other provisions of this Schedule) in respect of the terminated Services, the Supplier shall:

- (a) cease to use the Authority Data;
- (b) provide the Authority and/or the Replacement Supplier with a complete, up-to-date and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
- (c) irretrievably and securely erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data in accordance with the requirements of sub-Clause 24.6(d) (*Protection of Personal Data*) and Paragraph 6 of Annex A1 to

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Schedule 2.4 (*Security Management*) and the Security Management Plan, and promptly certify to the Authority that it has completed such deletion;

- (d) return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;
 - (ii) all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority;
 - (iii) any parts of the IT Environment and securely return any other equipment which belongs to the Authority in accordance with the Security Management Plan; and
 - (iv) any items that have been on-charged to the Authority, such as consumables;
- (e) vacate any Authority Premises (unless such access is required to continue to deliver the remaining Goods and/or Services);
- (f) provide access during normal working hours (or where otherwise agreed) to the Authority and/or the Replacement Supplier for up to twelve (12) months after the Partial Termination, expiry or termination of this Agreement to:
 - (i) such information relating to the Goods and Services as remains in the possession or control of the Supplier; and
 - (ii) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph.

6.7 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's delivery of the Goods and Services and the Exit Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services 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 Goods or Services or Exit Services or for statutory compliance purposes.

6.8 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

7 ASSETS, SUB-CONTRACTS AND SOFTWARE

7.1 Following notice of termination or Partial Termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of the Goods and/or Services or the Charges;
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

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- (c) terminate, enter into or vary any licence for software in connection with the provision of the Goods and/or Services.
- 7.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.3(e) of this Schedule, the Authority shall provide written notice to the Supplier setting out, which if any of the:
- (a) Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");
 - (b) Exclusive Assets that are not Transferable Assets; and
 - (c) the Non-Exclusive Assets the Authority and/or the Replacement Supplier requires the continued use of; and
 - (d) Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"),
- for the Authority and/or its Replacement Supplier to provide the Goods and Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Goods, Services or Replacement Services.
- 7.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:
- (a) a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
 - (b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 7.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 7.5 Where the Supplier is notified in accordance with Paragraph 7.2(b) above that the Authority 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:
- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 7.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

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7.7 The Authority shall:

- (a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the Authority 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.

7.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

7.9 The Supplier shall indemnify the Authority (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 Authority (and/or Replacement Supplier) pursuant to Paragraph 7.6 of this Schedule both:

- (a) in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- (b) in relation to any matters arising after the date of assignment or novation of such Sub-contract where the Loss arises as a result of the Supplier's failure to comply with Clauses 16 (*Intellectual Property Rights*) and/or 17 (*Transfer and Licences granted by the Supplier*).

8 SUPPLIER PERSONNEL

8.1 The Authority and Supplier agree and acknowledge that if the Supplier ceases to provide the Goods and Services or part of them for any reason, Schedule 9.1 (Staff Transfer) shall apply.

8.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Goods and Services from transferring their employment to the Authority and/or the Replacement Supplier.

8.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's Personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

8.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, 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.

8.5 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 Authority and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

9 CHARGES

9.1 The provisions of Paragraphs 2.6, 3.6, 5.8 and 6.4 and Paragraphs 9.2 to 9.6 of this Schedule shall determine whether any Charges are payable by the Authority to the Supplier in connection with this Schedule.

9.2 Notwithstanding, any other provision of this Schedule, any Charges that may become

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payable under Paragraph 9.1 above in this Schedule shall be no greater than and limited by the capped estimate described under Paragraph 5.3(j) above in this Schedule, except that, if the scope or timing of the Exit Services is changed and this results in a Change to the costs of such Exit Services, the capped estimate provided under Paragraph 5.3(j) above in this Schedule may be varied by the Supplier only in accordance with the Change Control Procedure.

- 9.3 Subject to Paragraph 6.4 above in this Schedule, where the Authority requests an extension to the Exit Services beyond the Termination Assistance Period in accordance with Paragraph 6.2, where more than six (6) months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.
- 9.4 Subject to Paragraph 6.4 above in this Schedule, for the purpose of calculating the costs of providing the Exit Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Exit Services shall be determined in accordance with the Change Control Procedure.
- 9.5 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the provision of the Goods and Services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.
- 9.6 If any element of the Implementation Services or other assistance required by or provided to the Authority under this Schedule is covered by any Charges for the Operational Services under the Agreement, then such relevant element cannot be charged for again (no double recovery) by the Supplier (nor shall the Authority be required to pay) under the Exit Plan or otherwise in connection with this Schedule for such relevant element of the Implementation Services or other assistance, as applicable.

10 APPORTIONMENTS

- 10.1 All outgoings and expenses (including any remuneration due, subject to the provisions of Schedule 9.1 (*Staff Transfer*)) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts which are to be transferred in accordance with, and subject to, the provisions of Paragraph 7 of this Schedule, shall be apportioned between the Parties or the Replacement Supplier and the Supplier (as applicable) such that the:
- (a) amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
 - (b) Authority shall be responsible for (or shall procure that the Replacement Supplier 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
 - (c) Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 10.1 above as soon as reasonably practicable.

ANNEX 1: SCOPE OF THE EXIT SERVICES

1. The Exit Services to be provided by the Supplier shall include such of the following Services as the Authority may specify:
 - (a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);
 - (b) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - (c) providing assistance and expertise as necessary to examine all operational and business Processes (including all supporting Documentation) in place and re-writing and implementing Processes and Procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - (d) delivering to the Authority the existing systems support profiles, monitoring or system logs, all Incident and problem tracking/resolution documentation and status reports and MIM logs all relating to the 12 month period immediately prior to the commencement of the Exit Services;
 - (e) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Exit Services;
 - (f) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during the Exit Management period;
 - (g) providing the Authority with any problem logs (in the agreed format) which have not previously been provided to the Authority;
 - (h) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Goods and Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
 - (i) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Goods and Services and re-writing and implementing these such that they are appropriate for the continuation of the Goods and Services after the Termination Assistance Period;
 - (j) reviewing all Software libraries used in connection with the Goods and Services and providing details of these to the Authority and/or the Replacement Supplier;
 - (k) providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
 - (l) provide all necessary support, equipment, tools, and Software such as data migration Services and/or Automated Programming Interfaces, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
 - (m) making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of