



**Ministry of
JUSTICE**

Hosting

Schedule 8.5: Exit Management

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1. OVERVIEW

- 1.1 The Hosting Supplier is required to ensure the orderly transition of the Hosting Services from the Hosting Supplier to the Authority and/or any Replacement Hosting Supplier(s) in the event of termination (including partial termination) or expiry of this Agreement.
- 1.2 The parties acknowledge that this Agreement is intended to facilitate the planned phased cessation of the Hosting Services over the Term of this Agreement as:
- 1.2.1 the Business Applications are retired or replaced by new applications; and/or
- 1.2.2 the hosting of the Business Applications is migrated to Replacement Supplier(s) and/or the Authority (as applicable).
- 1.3 This schedule 8.5 (Exit Management) sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the Hosting Supplier shall be responsible for the overall management of the exit and service transfer arrangements.
- 1.4 In accordance with clause 57.3.2, any Partial Termination shall be implemented in accordance with the Change Control Procedure. The following provisions in this schedule 8.5 (Exit Management) shall apply upon Partial Termination of the Hosting Services and to the extent applicable to the part (or parts) of the Hosting Services being terminated:
- 1.4.1 Paragraph 1 (Overview);
- 1.4.2 Paragraphs 2.5 and 2.6;
- 1.4.3 Paragraph 3 (Obligations to Assist on Re-tendering of Hosting Services);
- 1.4.4 Paragraph 4 (Exit Plan);
- 1.4.5 Paragraphs 5.7, 5.14 (Termination Services), 5.15 and 5.16;
- 1.4.6 Paragraph 6 (Knowledge Transfer);
- 1.4.7 Paragraph 7 (Assets, Sub-Contracts and Software);
- 1.4.8 Paragraph 8 (Hosting Supplier Personnel);
- 1.4.9 Paragraph 9.1 and 9.3; and
- 1.4.10 Appendix 1.

2. CONTRACT LIFE OBLIGATIONS

- 2.1 During the Term the Hosting Supplier will:
- 2.1.1 maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the capital costs which have yet to be recovered under the rules in the Hosting Supplier's Financial Model of such Assets, and detailing all Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and

equipment rental and lease agreements) required for the performance of the Hosting Services;

2.1.2 maintain a document detailing the technical infrastructure through which the Hosting Supplier provides the Hosting Services. This document should be of sufficient detail to permit the Authority and/or Replacement Hosting Supplier(s) to understand how the Hosting Supplier provides the Hosting Services and to enable the smooth transition of the Hosting Services with the minimum of disruption and shall include clear and unequivocal statements in relation to the ownership of Assets, including IPRs;

2.1.3 maintain a register of all Authority Data contained in any applicable System Management Tools, as set out in schedule 2 (System Management Tools) of the Master Services Agreement as well as any Databases; and

2.1.4 where the Hosting Supplier is holding Authority Data on its own systems and providing updates to the System Management Tools, the Hosting Supplier shall maintain a register of all Authority Data contained in its own systems,

(collectively the "Registers"). The Hosting Supplier shall maintain the Registers in such format as is agreed between the parties and shall update the Registers from time to time and in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Hosting Services.

2.2 The Hosting Supplier shall ensure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Hosting Services under this Agreement.

2.3 The Hosting Supplier shall (unless otherwise agreed by the Authority in writing) procure that all Sub-contracts and other agreements with third parties, which are necessary to enable the Authority and/or any Replacement Hosting Supplier(s) to perform the Hosting Services in accordance with this Agreement or the Replacement Hosting Services, shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Hosting Supplier(s) upon the Hosting Supplier ceasing to provide the Hosting Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

2.4 Where the Hosting Supplier is unable to procure that any Sub-contract or other agreement referred to in paragraph 2.3 above which the Hosting Supplier proposes to enter into after the Effective Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement Hosting Supplier(s) without restriction or payment, the Hosting Supplier shall promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Hosting Supplier seeking an alternative Sub-contractor, to be agreed with the Authority.

2.5 Each party will appoint an Exit Manager and provide written notification of such appointment to the other party within three (3) months of the Effective Date. The Hosting Supplier's Exit Manager will be responsible for ensuring that the Hosting Supplier and its employees, agents and Sub-contractors comply with this schedule 8.5 (Exit Management). The Hosting Supplier

will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Hosting Supplier as are reasonably necessary to enable the Hosting Supplier to comply with the requirements set out in this schedule 8.5 (Exit Management). 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 8.5 (Exit Management) and each party's compliance with it.

- 2.6 The Hosting Supplier will ensure that any requests made by the Authority for the provision of Authority Data or Registers are met in accordance with the provisions set out in clause 42.3.

3. **OBLIGATIONS TO ASSIST ON RE-TENDERING OF FITS SERVICES**

- 3.1 Within twenty (20) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, the Hosting Supplier shall, at no additional cost to the Authority, provide to the Authority and/or (subject to the potential Replacement Hosting Supplier(s) entering into reasonable written confidentiality undertakings) to potential Replacement Hosting Supplier(s), the following material, information and assistance in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Hosting Supplier(s) undertaking due diligence:

- 3.1.1 such details of the Hosting Services which at all times can be reasonably shared (subject to appropriate redactions in relation to the Hosting Supplier's Key Sub-contractor REDACTED Intellectual Property Rights and trade secrets), including, without limitation, information, manuals and data in the possession or control of the Hosting Supplier and/or its Sub-contractors which relate to the performance, monitoring, management and reporting of the Hosting Services, current and historic service and performance levels, service interfaces, design documentation (functional and technical design specifications), and service descriptions;
- 3.1.2 details of the Assets (including make, model, asset number, ownership and hardware specifications) and of the unrecovered capital costs of such Assets and details of their condition and physical location;
- 3.1.3 details of and information relating to the use and ownership of the Assets (including technical specifications);
- 3.1.4 an inventory of Authority Data in the Hosting Supplier's possession or control;
- 3.1.5 a copy of the Registers, updated by the Hosting Supplier up to the date of delivery of such Registers;
- 3.1.6 all information relating to Subsequent Transferring Employees required to be provided by the Hosting Supplier under this Agreement, including but not limited to staff numbers, roles, locations and a mapping of staff to the Hosting Services provided;
- 3.1.7 any other information required to be provided by the Supplier in connection with a Subsequent Relevant Transfer under schedule 9.1 (Staff Transfers);
- 3.1.8 provision of assistance as required by the Authority to populate information relating to Hosting Services in the Authority's service knowledge repository to be

- accessed by potential Replacement Hosting Supplier(s) during the re-tender process;
- 3.1.9 provision of assistance as required by the Authority in answering questions from potential Replacement Hosting Supplier(s);
- 3.1.10 details of third party contracts (including a copy of the contract with appropriate redactions as agreed by the parties such agreement not to be unreasonably withheld or delayed, name of the supplier, contact details, start and end dates, termination provisions, novation provisions and details of any IPR restrictions) and licences (including licence type, licence expiry details, version, support arrangements), Sub-contracts and other contractual matters (including equipment leases, maintenance and support agreements) utilised by the Hosting Supplier in support of the Hosting Services (or that element of the Hosting Services that is subject of the Termination Assistance Notice); and
- 3.1.11 such other assistance and information as the Authority may reasonably request in connection with any re-tendering process.
- 3.2 In the event that the Hosting Supplier fails to meet its obligations under paragraph 3.1 and without prejudice to any other rights or remedies arising as a result of such failure, the Authority, potential Replacement Hosting Supplier(s) or any Advisors appointed by the Authority shall be granted access to the Authority Data and shall be entitled to gather any such Authority Data as may reasonably be required to meet the obligations set out in paragraph 3.1. Prior to exercising such right of access by the Authority, the Hosting Supplier's Key Sub-contractor REDACTED will be given a reasonable opportunity to remove its Intellectual Property Rights from the Authority Data before any such access by the Authority or potential Replacement Hosting Supplier(s) to Authority Data is granted. Any additional costs incurred by the Authority and/or Replacement Hosting Supplier(s) shall be recoverable by the Authority from the Hosting Supplier.
4. **EXIT PLAN**
- 4.1 The Hosting Supplier shall submit an Exit Plan to the Authority for Approval by 31 December 2022, which sets out the Hosting Supplier's proposed methodology for achieving an orderly transition of Hosting Services from the Hosting Supplier to the Authority and/or its Replacement Hosting Supplier(s) on the expiry or termination or partial termination of this Agreement and which complies with the requirements set out in paragraph 4.2 below. The Hosting Supplier shall not be entitled to claim additional charges, costs or expenses from the Authority to the extent that preparation, review and updating of the Exit Plan can reasonably be carried out by the Hosting Supplier using existing resources, including staff who are already providing the Hosting Services. To the extent that such activity cannot reasonably be carried out by the Hosting Supplier using existing resources, then the activity shall be treated as Termination Services and the Hosting Supplier shall provide an estimate of any additional costs pursuant to paragraph 4.2.5.
- 4.2 The Exit Plan shall include the following:
- 4.2.1 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the

- Hosting 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 Hosting Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Hosting Services;
- 4.2.2 the management structure to be employed during both transfer and cessation of the Hosting Services in an Ordinary Exit and an Emergency Exit;
 - 4.2.3 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - 4.2.4 a detailed description of how the Hosting Services will transfer to the Replacement Hosting Supplier(s) 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 Hosting Supplier or its Sub-contractors (where applicable);
 - 4.2.5 the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in paragraph 5.15 below as are applicable) and any charges that would be payable for the provision of such Termination Services, including a list of pricing assumptions that may be applicable in relation to the termination and/or change to existing Hosting Services, (calculated in accordance with the Person Day included in the "Project Rate Card" forming part of the Financial Model and charging methodology set out in schedule 7.1 (Charging and Invoicing)) and having regard for the principles set out in appendix 1 to this schedule, and detail how such services would be provided (if required), during the Termination Assistance Period;
 - 4.2.6 the procedures to deal with requests made by the Authority and/or a Replacement Hosting Supplier for staffing information pursuant to schedule 9.1 (Staff Transfers);
 - 4.2.7 procedures to address each of the issues set out in this schedule 8.5 (Exit Management) to facilitate the transition of the Hosting Services from the Hosting Supplier to the Replacement Hosting Supplier(s) and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Hosting Services during the Termination Assistance Period;
 - 4.2.8 a timetable and identify critical issues for providing the Termination Services;
 - 4.2.9 the management structure to be put in place and employed during the Termination Assistance Period;
 - 4.2.10 detailed descriptions of where Sub-contractors support the delivery of the Hosting Services and how these Sub-contractors may be impacted by or required to support the Termination Services; and
 - 4.2.11 where a phased cessation of the Hosting Services is contemplated:

- 4.2.11.1 proposals that set out the steps the parties can take to minimise any Termination Payment or other exit and migration payments, and
- 4.2.11.2 the steps that the parties can take to maximise the reductions to the Service Charges which may for example include proposals on which Business Applications can be removed/migrated together.
- 4.3 The Hosting Supplier will review and (if appropriate) update the Exit Plan in the first month of each Contract Year (commencing with the second Contract Year) to reflect changes in the Hosting Services and any changes to the Authority's exit plan. Such update shall include any proposed revision to the charges for Termination Services provided under paragraph 4.2.5 and clearly identify where proposed changes to the charges have been driven by movements in the pricing assumptions or the introduction of Future Services. Following such update the Hosting Supplier will submit the revised Exit Plan to the Authority for review. Within thirty (30) days following submission of the revised Exit Plan, the parties shall meet and agree the contents of the revised Exit Plan, based on the principles set out in this schedule 8.5 (Exit Management) and the changes that have occurred in the Hosting Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.4 The parties acknowledge that the REDACTED data centre provided by the Key Sub-contractor REDACTED will not be available after April 2026. The parties therefore agree that any obligation on the Hosting Supplier to continue providing Hosting Services or Termination Services during any applicable Termination Assistance Period which relies on the physical infrastructure located at REDACTED data centre shall therefore need to cease by 23.59 on the 31st March 2026. The parties also agree that nothing set out in this Agreement shall in any way compel the Hosting Supplier, during any applicable Termination Assistance Period, to provide any alternative Hosting Services to those provided by the REDACTED data centre after the 31st March 2026. For the avoidance of doubt, the parties acknowledge that any obligation to provide Hosting Services and/or Termination Services beyond the Initial Term is subject to clause 56 and/or paragraph 5.10 of this schedule 8.5 (Exit Management) as applicable.

5. TERMINATION SERVICES

General

- 5.1 During the Termination Assistance Period or such shorter period as the Authority may require, the Hosting Supplier will continue to provide the Hosting Services (as applicable) and will, at the request of the Authority pursuant to paragraph 5.10, provide the Termination Services.
- 5.2 The reasonable costs of providing the Termination Services shall be as agreed between the parties not less than six months prior to the end of the Term or within one month of the service of a Termination Notice, having regard for the estimate provided as part of the Exit Plan pursuant to paragraph 4.2.5 and the principles set out in appendix 1 to this schedule.
- 5.3 During the Termination Assistance Period, the Hosting Supplier will, in addition to providing the Hosting Services and the Termination Services, provide to the Authority any reasonable

assistance requested by the Authority to allow the Replacement Hosting Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Hosting Services to the Authority and/or its Replacement Hosting Supplier(s). The Hosting Supplier will use all reasonable endeavours to reallocate resources to provide this assistance without additional costs. However if this is not possible any additional costs incurred by the Hosting Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan will be subject to the Change Control Procedure, discussion and agreement (which will not be unreasonably withheld or delayed by either party).

- 5.4 The Termination Services will be provided at no detriment to the Service Levels in accordance with schedule 2.2 (Service Performance Management), save to the extent that the parties agree otherwise in accordance with paragraph 5.5.
- 5.5 Where the Hosting Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Hosting Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Hosting Supplier's ability to meet a particular Service Level, the parties may agree in writing to vary the relevant Service Level and/or the applicable Service Credits to take account of such adverse effect.
- 5.6 Not used.
- 5.7 The parties acknowledge that during the Term of this Agreement the migration of the hosting of the Business Applications from the Hosting Supplier to the Authority and/or its Replacement Hosting Supplier(s) may be phased, and the retirement and/or replacement of certain Business Applications may be phased, such that certain of the Hosting Services are handed over before others. The parties agree that the phased removal of Business Applications from the scope of the Hosting Services shall be handled in accordance with the Change Control Procedure to establish and agree any decommissioning and data migration requirements, and any reductions to the Service Charges.
- 5.8 Within thirty (30) days after service of notice of termination by either party or not more than seven (7) and no less than six (6) months prior to the expiry of this Agreement, the Hosting Supplier will submit for the Authority's Approval the Exit Plan in a final form that could be implemented immediately.
- 5.9 Until the agreement of the final form Exit Plan, the Hosting Supplier will provide the Termination Services in accordance with the principles set out in this schedule 8.5 (Exit Management) and the last approved version of the Exit Plan (insofar as this still applies).

Notification of Requirements for Termination Services

- 5.10 The Authority shall be entitled to require the provision of Termination Services by notifying the Hosting Supplier in writing ("Termination Assistance Notice") at least four (4) months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either party of any notice to terminate. The Termination Assistance Notice shall specify:
- 5.10.1 the date from which Termination Services are required which shall be no earlier than twelve (12) months prior to expiry of this Agreement or from the service by either party of any notice to terminate, as the case may be;
 - 5.10.2 the nature of the Termination Services required, if any; and
 - 5.10.3 the period during which it is anticipated that Termination Services will be required which shall, subject to paragraph 4.4 above, continue no longer than twelve (12) months after the date that the Hosting Supplier ceases to provide the Hosting Services.
- 5.11 The Authority shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that any such extension shall not extend the Termination Assistance Period beyond the twelve (12) month stipulated at paragraph 5.10.3 above. The Authority shall notify the Hosting Supplier of its intention to extend the Termination Assistance Period no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Services at any time by serving not less than twenty (20) Working Days' written notice upon the Hosting Supplier to such effect.

Termination Obligations

- 5.12 The Hosting Supplier shall comply with all of its obligations contained in the Exit Plan and in schedule 9.1 (Staff Transfers). The Hosting Supplier shall also notify the Sub-contractors of procedures to be followed during the Termination Assistance Period and provide management to ensure these procedures are followed.
- 5.13 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Hosting Supplier's performance of the Hosting Services and the Termination Services and its compliance with the other provisions of this schedule 8.5 (Exit Management)) the Hosting Supplier shall:
- 5.13.1 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 any software containing the Specially Written Software and all Authority Data;
 - 5.13.2 ensure that it has complied with all contractual and legal obligations relating to information security are maintained and that NCSC standards providing for the decommissioning of data systems are applied as per <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>;

- 5.13.3 confirm in writing to the Authority that it has complied with paragraphs 5.13.1 to 5.13.3 inclusive;
- 5.13.4 return to the Authority such of the following as is in the Hosting Supplier's possession or control:
 - 5.13.4.1 all copies of the Authority Software and any other software licensed by the Authority to the Hosting Supplier under this Agreement;
 - 5.13.4.2 all materials created by the Hosting Supplier under this Agreement, the IPRs in which are owned by the Authority provided that where that equipment has had the REDACTED Gold Build Security Configuration installed on it, it has been removed, and the equipment has been subjected to all appropriate decommissioning measures;
 - 5.13.4.3 any parts of the ICT Environment and any other equipment which belongs to the Authority; and
 - 5.13.4.4 any items that have been on-charged to the Authority, such as consumables; and
- 5.13.5 vacate any Authority Premises,

and each party will return to the other party all Confidential Information of the other party and will 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 Hosting Services or Termination Services.

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

Scope of the Termination Services

- 5.15 The Termination Services to be provided by the Hosting Supplier shall include (without limitation) such of the following services as the Authority may reasonably request. For clarity, any such activity will be performed subject to the availability of appropriate resources, where access to resources shall not be unreasonably withheld by the Hosting Supplier:
 - 5.15.1 ceasing all non-critical Software changes (as defined from time to time by the Authority), unless otherwise agreed with the Authority;
 - 5.15.2 not used;
 - 5.15.3 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 Replacement Hosting Supplier(s) after the end of the Termination Assistance Period;

- 5.15.4 delivering within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services;
- 5.15.5 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
- 5.15.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status (including plans, risks, issues and current progress) and stabilising such work in progress for continuity during transition;
- 5.15.7 providing the Authority within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, with any problem logs which have not previously been provided to the Authority, including any unresolved incidents and known errors which are likely to remain unresolved at the end of the Termination Assistance Period;
- 5.15.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Hosting Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
- 5.15.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Hosting Services and re-writing and implementing these such that they are appropriate for the continuation of the Replacement Hosting Services after the Termination Assistance Period;
- 5.15.10 reviewing all Software libraries used in connection with the Hosting Services and providing details of these to the Authority and/or its Replacement Hosting Supplier(s) within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.11 making available to the Authority and/or the Replacement Hosting Supplier(s) 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 termination or expiry. A documented plan is to be separately provided for this activity and agreed with the Authority at the time of termination or expiry;
- 5.15.12 assisting in establishing naming conventions for the new production site;
- 5.15.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;

- 5.15.14 generating a computer listing of the Source Code of all Software where the Authority is entitled to such Source Code details under this Agreement or the Master Services Agreement, in a form and on media reasonably requested by the Authority;
- 5.15.15 agreeing with the Authority a handover plan for all of the Hosting Supplier's responsibilities as set out in the Security Management Plan. The Hosting Supplier will co-operate fully in the execution of the Security Management Plan, providing related skills and expertise in accordance with Good Industry Practice;
- 5.15.16 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Hosting Supplier's operations staff (on appropriate media) within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.17 assisting with the loading, testing and implementation of the production databases;
- 5.15.18 not used;
- 5.15.19 in respect of the maintenance and support of the Hosting Supplier ICT Environment, providing historical performance data for the twelve (12) month period immediately prior to the commencement of the Termination Services within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.20 assisting in the execution of a parallel operation of the maintenance and support of the Hosting Supplier ICT Environment until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these services end on a date no later than the end of the Termination Assistance Period);
- 5.15.21 not used;
- 5.15.22 answering all relevant questions from the Authority and/or its Replacement Hosting Supplier(s) regarding the Hosting Services within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties;
- 5.15.23 agreeing with the Authority and/or the Replacement Hosting Supplier(s) a plan for the migration of the Authority Database to the Authority and/or the Replacement Hosting Supplier(s). The Hosting Supplier will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;

- 5.15.24 the provision of access within five (5) Working Days of a request by the Authority, or such other timescale as may be agreed by the parties, for the Authority and/or the Replacement Hosting Supplier(s) during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Hosting Services to the Authority and/or the Replacement Hosting Supplier(s):
- 5.15.24.1 to information and documentation relating to the Hosting Services that is in the possession or control of the Hosting Supplier or its Sub-contractors (and the Hosting Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- 5.15.24.2 following reasonable notice and during the Hosting Supplier's normal business hours, to members of the Hosting Supplier Personnel who have been involved in the provision or management of the Hosting Services and who are still employed or engaged by the Hosting Supplier or its Sub-contractors;
- 5.15.25 not used; and
- 5.15.26 providing to the Authority an up-to-date Business Process Manual.
- 5.16 In the event that the Hosting Supplier fails to meet its obligations under paragraphs 5.15.4, 5.15.7, 5.15.10, 5.15.13, 5.15.16, 5.15.19, 5.15.22 or 5.15.24 and without prejudice to any other rights or remedies that may arise as a result of such failure, the Authority, potential Replacement Hosting Supplier(s) or any Advisors appointed by the Authority shall be granted access to the Authority Data and shall be entitled to gather any such Authority Data as may reasonably be required to meet the obligations set out in these paragraphs. Prior to exercising such right of access by the Authority, the Hosting Supplier's Key Sub-contractor REDACTED will be given a reasonable opportunity to remove its Intellectual Property Rights from Authority Data before any such access by the Authority or potential Replacement Hosting Supplier(s) to Authority Data is granted. Any additional costs incurred by the Authority and/or Replacement Hosting Supplier(s) shall be recoverable by the Authority from the Hosting Supplier.

Disputes Relating to Termination

- 5.17 Where there is any dispute between the parties regarding the manner in which the Termination Services are to be performed, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6. KNOWLEDGE TRANSFER

6.1 During the Termination Assistance Period, the Hosting Supplier shall:

- 6.1.1 provide for transfer to the Authority and/or the Replacement Hosting Supplier(s) of all knowledge reasonably required for the provision of the Hosting Services which may, as appropriate, include information, records and documents; and

- 6.1.2 provide the Authority and/or Replacement Hosting Supplier(s) with reasonable access to such members of the Hosting Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Hosting Services and who are still employed or engaged by the Hosting Supplier or its Sub-contractors subject to the availability of those personnel where any such access shall not be unreasonably withheld.
- 6.2 To facilitate the transfer of knowledge from the Hosting Supplier to the Authority and/or its Replacement Hosting Supplier(s), the Hosting Supplier shall provide a detailed explanation of the procedures and operations used to provide the Hosting Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Hosting Supplier(s).
- 6.3 The information which the Hosting Supplier shall provide to the Authority and/or its Replacement Hosting Supplier(s) pursuant to paragraph 6.1 above will include:
 - 6.3.1 copies of up-to-date procedures and operations manuals;
 - 6.3.2 information relating to component technologies in response to questions on the hardware and software used within the platform;
 - 6.3.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority or the Replacement Hosting Supplier(s);
 - 6.3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority or the Replacement Hosting Supplier(s) pursuant to this schedule 8.5 (Exit Management);
 - 6.3.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 6.3.6 details of physical and logical security processes and tools which will be available to the Authority;
 - 6.3.7 all test products and test data, along with specifications, configuration details and associated procedures for all Test Assets (including but not limited to Test Environments and test tools) and their associated repositories; and
 - 6.3.8 any relevant interface information.
- 6.4 During the Termination Assistance Period the Hosting Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Hosting Supplier(s) and/or the Authority access, and in accordance with REDACTED Arranging Data Centre Access and Emergency Access Procedure during business hours and upon five (5) Working Days written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 6.4.1 any such agent or personnel (including employees, consultants and Suppliers) of the Replacement Hosting Supplier having access to any Sites under this paragraph

shall sign a confidentiality undertaking in favour of the Hosting Supplier (in such form as the Hosting Supplier shall reasonably require); and

- 6.4.2 the Authority and/or the Replacement Hosting Supplier(s) shall pay the reasonable, proven and proper costs of the Hosting Supplier incurred in facilitating such access.

7. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 7.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Hosting Supplier will not, without the Authority's prior written consent which shall not be unreasonably withheld:

7.1.1 with the exception of the REDACTED Sub-contract with its key sub-contractor REDACTED terminate, enter into or vary any Sub-contract;

7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

7.1.3 terminate, enter into or vary any licence for software in connection with the Hosting Services.

- 7.2 Within thirty (30) days of receipt of the up-to-date Registers provided by the Hosting Supplier, the Authority will provide written notice to the Hosting Supplier setting out:

7.2.1 which Assets the Authority requires to be transferred to the Authority and/or its Replacement Hosting Supplier(s); and

7.2.2 which Sub-contracts and other agreements specified in paragraph 2.3 above the Authority requires to be assigned or novated to the Authority and/or its Replacement Hosting Supplier(s) (the "**Transferring Out Third Party Agreements**"),

in order for the Authority and/or its Replacement Hosting Supplier(s) to provide the Hosting Services at the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Hosting Supplier(s), the Hosting Supplier will provide all reasonable assistance to the Authority and/or its Replacement Hosting Supplier(s) to enable it to determine which Assets and Transferring Out Third Party Agreements the Authority and/or its Replacement Hosting Supplier(s) requires in order to provide the Replacement Hosting Services.

- 7.3 With effect from the expiry of the Termination Assistance Period, the Hosting Supplier shall assign to the Authority (and/or its nominated Replacement Hosting Supplier(s)), free from all liens, charges, options, encumbrances and third party rights, title to and all rights and interests in those Exclusive Assets identified by the Authority pursuant to paragraph 7.2. Except for any Assets which were Transferring In Assets (in respect of which paragraph 7.5 shall apply), such Exclusive Assets will be acquired by the Authority for a sum that shall be calculated in accordance with paragraph 4 of schedule 7.2 (Payments on Termination).

- 7.4 Except for any Assets which were Transferring In Assets (in respect of which paragraph 7.5 shall apply), in respect of any Non-Exclusive Assets that the Authority has identified pursuant

to paragraph 7.2, the Hosting Supplier will either (at the Authority's option and in its absolute discretion):

- 7.4.1 sell such Non-Exclusive Assets to the Authority and/or its Replacement Hosting Supplier(s) for a sum equal to capital costs in relation to such Non-Exclusive Assets for a sum that shall be calculated in accordance with paragraph 4 of schedule 7.2 (Payments on Termination); or
 - 7.4.2 procure for the Authority and/or its Replacement Hosting Supplier(s) the use, rental or licensing of such Non-Exclusive Assets (as appropriate) in each case for such period of time and on such commercial and other terms as may be agreed between the parties (such agreement not to be unreasonably withheld or delayed and taking due account of any Termination Payment in relation to the Non-Exclusive Assets).
- 7.5 Notwithstanding anything to the contrary in this schedule 8.5 (Exit Management), where Assets which were Transferring In Assets are acquired under paragraph 7.3 or 7.4, the consideration for them shall be £0.01.
- 7.6 The Hosting Supplier shall assign or procure the novation to the Authority of the Transferring Out Third Party Agreements. The Hosting Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment. The parties acknowledge that any assignment or novation to the Authority shall be by way of a separate agreement which shall include appropriate indemnities between the parties relating to any loss, liability and cost arising out of any claims made by a counter party to such agreement in relation to and matters arising either prior to or after the date of such assignment or novation.
- 7.7 The Authority shall:
- 7.7.1 accept assignments from the Hosting Supplier or join with the Hosting Supplier in procuring a novation of each Transferring Out Third Party Agreement; and
 - 7.7.2 once a Transferring Out Third Party Agreement is novated or assigned to the Authority and/or the Replacement Hosting Supplier(s), carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Out Third Party Agreement and exercise its rights arising under that Transferring Out Third Party Agreement or, as applicable, procure that a Replacement Hosting Supplier(s) does the same.
- 7.8 The Hosting Supplier shall hold any Transferring Out Third Party Agreements on trust for the Authority until such time as the transfer of the contract to the Authority and/or the Replacement Hosting Supplier(s) has been effected.
- 7.9 Not used.
- 7.10 If the Authority requires any assets to be transferred to the Authority and/or its Replacement Hosting Supplier(s) pursuant to paragraph 7.2, and such assets are configured with any REDACTED Background IPRs, including the REDACTED Gold Build Security Configuration, the Hosting Supplier shall remove the operating system instance, which

includes the REDACTED Gold Build Security Configuration, from the relevant assets prior to such transfer.

- 7.11 The Hosting Supplier acknowledges and confirms that the operation and performance of the Business Applications is not dependent on the REDACTED Gold Build Security Configuration, or any other REDACTED Background IPRs.
- 7.12 The Hosting Supplier shall provide the Authority and/or its Replacement Hosting Supplier(s) with such reasonable assistance and information as may be required to enable the Authority and/or its Replacement Hosting Supplier(s) to configure the transferred assets, and/or any replacement assets, so that the performance and operation of the Business Applications is not negatively impacted by the Transition. This information will include such details of the REDACTED Gold Build Configuration that do not constitute REDACTED Background IPRs, (for example the amount of processor, RAM and storage allocation allocated to a Virtual Machine), to allow the Authority and/or its Replacement Hosting Supplier(s) to create an identical hardware configuration to carry out a vanilla build upon.

8. HOSTING SUPPLIER PERSONNEL

- 8.1 The Authority and Hosting Supplier agree and acknowledge that in the event of the Hosting Supplier ceasing to provide the Hosting Services or part of them for any reason, schedule 9.1 (Staff Transfer) will apply.
- 8.2 The Hosting Supplier will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Hosting Services from transferring their employment to the Authority and/or its Replacement Hosting Supplier(s).
- 8.3 During the Termination Assistance Period, the Hosting Supplier will give the Authority and/or its Replacement Hosting Supplier(s) reasonable access to the Hosting Supplier's personnel to present the case for transferring their employment to the Authority and/or its Replacement Hosting Supplier(s).
- 8.4 The Hosting Supplier will immediately notify the Authority or, at the direction of the Authority, the Replacement Hosting Supplier(s) of any period of notice given by the Hosting Supplier or received from any person referred to in the staffing information, regardless of when such notice takes effect.
- 8.5 The Hosting Supplier will not re-employ or re-engage or entice any employees, Suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or its Replacement Hosting Supplier(s) for a period of twelve (12) months from the date of transfer.

9. CHARGES AND APPORTIONMENTS

- 9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Hosting Supplier to provide the Termination Services), the Authority shall pay the Charges to the Hosting Supplier in respect of the Termination Services, such Charges to be calculated in accordance with the previously agreed Exit Plan, any movements in pricing assumptions and the principles set out in schedule 7.1 (Charging & Invoicing).
- 9.2 Not used.

- 9.3 The Hosting Supplier shall reduce the Service Charges in a manner which is proportionate to any cost reduction achieved as a result of any Hosting Services being transferred to the Replacement Hosting Supplier(s) in accordance with schedule 7.1 (Charging & Invoicing).
- 9.4 Where components of the Hosting Services are fully decommissioned and removed from the scope of the Hosting Services throughout the Term of this Agreement, the Hosting Supplier will amend its Charges in line with the amended scope of the Hosting Services. The Hosting Supplier shall present any amendments to the Charges which may arise alongside the device or list of devices which have been added or removed, and which have prompted any such change to the charges in accordance with the Change Control Procedure. The Hosting Supplier shall provide reasonable assistance to respond to appropriate and relevant questions raised by the Authority on a case-by-case basis-and where reasonable notice is provided for the Hosting Supplier to respond.

Appendix 1**Principles for determining exit charges, costs and expenses in relation to Termination Services**

1. The Hosting Supplier shall not be entitled to claim any additional charges, costs or expenses from the Authority, in relation to the Termination Services in respect of:
 - a) providing information, documentation and reports for exit related purposes which are, or should be, available under the terms of this Agreement;
 - b) providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the Hosting Supplier;
 - c) exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the Hosting Services, to perform such exit support and assistance;
 - d) costs and expenses incurred by the Hosting Supplier as a result of its Defaults or delays in performing the Termination Services save where such Defaults or delays are caused by the Authority and/or the Replacement Hosting Supplier(s);
 - e) performing its obligations under this Agreement in relation to paragraphs 2, 3, 4 (save as provided in paragraph 4.1), 5.12 and 5.13 of this schedule 8.5 (Exit Management);
 - f) providing reasonable access to Hosting Supplier Sites for exit related purposes;
 - g) any charges, costs or expenses which the Hosting Supplier has recovered, or reasonably expects to recover, pursuant to any other provision of this Agreement, including but not limited to any payments received pursuant to clause 60 (Payments Made on Termination);
 - h) delivery of any part of or all of the Hosting Services or Cross Tower Services during the Term; and
 - i) performance of any of the Hosting Supplier's obligations as set out in any clauses, provisions or schedules of this Agreement (other than this schedule 8.5 (Exit Management)) or the Master Services Agreement.
2. Additional charges in relation to Termination Services arising from paragraph 5.2 of this schedule 8.5 (Exit Management) shall, unless otherwise agreed, be calculated in accordance with paragraphs 6.1 and 6.2 of schedule 7.1 (Charges & Invoicing).
3. The Hosting Supplier shall use all reasonable endeavours to mitigate any costs and expenses incurred in relation to exit and/or the performance of the Termination Services.

End of schedule