# RM6242 Construction Professional Services

# Dynamic Procurement System

# Crown Commercial Copyright

**1. Definitions**

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

**"Exclusive Assets"** - Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;

**"Exit Information"** - has the meaning given to it in Paragraph 3.1 of this Schedule;

**"Exit Manager"** - the person appointed by each Party to manage their respective obligations under this Schedule;

**“Exit Plan”** - the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;

**"Net Book Value"** - the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

**"Non-Exclusive Assets"** - those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

**"Registers"** - the register and configuration database referred to in Paragraph 2.2 of this Schedule;

**"Replacement Goods"** - any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

**"Replacement Services"** - any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

**"Termination Assistance"** - the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

**"Termination Assistance Notice"** - has the meaning given to it in Paragraph 5.1 of this Schedule;

**"Termination Assistance Period"** - the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

**"Transferable Assets"** - Exclusive Assets which are capable of legal transfer to the Buyer;

**"Transferable Contracts"** - Sub-Contracts, licences for Supplier's Software, licences for Third

Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

**"Transferring Assets"** - has the meaning given to it in Paragraph 8.2.1 of this Schedule;

**"Transferring Contracts"** - has the meaning given to it in Paragraph 8.2.3 of this Schedule.

**2. Not used**

**3. Not used**

**4. Exit Plan**

**4.1** The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

**4.2** The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree on the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.

**4.3** The Exit Plan shall set out, as a minimum:

**4.3.1** a detailed description of both the transfer and cessation processes, including a timetable;

**4.3.2** how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

**4.3.3** details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

**4.3.4** proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

**4.3.5** proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

**4.3.6** proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

**4.3.7** proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

**4.3.8** proposals for the disposal of any redundant Deliverables and materials;

**4.3.9** how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

**4.3.10** any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

**4.4** The Supplier shall:

**4.4.1** maintain and update the Exit Plan (and risk management plan) no less frequently than:

**(a)** every [six (6) months] throughout the Contract Period; and

**(b)** no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

**(c)** as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

**(d)** as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

**4.4.2** jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

**4.5** Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

**4.6** A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

**5. Not used**

**6. Not used**

**7. Not used**

**8. Not used**

**9. Not used**

**10. Not used**