

Order Schedule 10 (Exit Management)

1. Definitions

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

| | |
|--|--|
| "Exit Information" | 1 has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | 2 the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Exit Plan" | 3 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| "Replacement Services" | 4 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 services are provided by the Buyer internally and/or by any third party; |
| "Termination Assistance" | 5 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" | 6 has the meaning given to it in Paragraph 5.1 of this Schedule; |
| "Termination Assistance Period" | 7 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance in accordance with Paragraph 5.2 of this Schedule; |
| "Transferable Contracts" | 8 Sub-Contracts, licences for third party software or other agreements which are used by the Supplier exclusively for the provision of the Services and which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables and/or Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Contracts" | 9 has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

2. Exit Managers

2.1 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 Subject to Paragraph 3.3, the Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Buyer shall not disclose to an actual or prospective Replacement Supplier:

3.2.1 any Commercially Sensitive Information;

3.2.2 any Supplier Existing IPR;

3.2.3 any of the Supplier's Confidential Information; or

3.2.4 the Supplier's or its Subcontractors' prices or costs.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects.

4. Exit Plan

4.1 The Supplier shall, within two (2) Months after the Start Date, deliver to the Buyer an Exit Plan which: (a) complies with the requirements set out in Paragraph 4.3 of this Schedule; (b) is proportionate to the Services which are being provided under the terms of this Order Contract and the Contract Period; and (c) 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 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 Dispute 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 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;

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

- 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 subject to Paragraph 3.2, 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;
- 4.3.5 proposals for the assignment or novation of Transferable Contracts;
- 4.3.6 if applicable, proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.7 if applicable, proposals for the disposal of any redundant Deliverables and materials; and
- 4.3.8 any other information or assistance reasonably required by the Buyer or a Replacement Supplier as part of the Termination Assistance.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every three (3) months throughout the Contract Period;
 - (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. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

- 5.1.1 the nature of the Termination Assistance required, which shall be proportionate having regard to the Services which are provided under this Order Contract and the Contract Period; and
- 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than one (1) Month after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date one (1) Month after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than seven (7) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance on written notice to the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall, to the extent proportionate having regard to the Services which are provided under this Order Contract and the Contract Period:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 subject to Paragraph 3.2 and Paragraph 6.2, provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 subject to Paragraph 6.2 and Paragraph 9, use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, the Parties shall agree such additional costs in writing before and as a condition of such costs being incurred. For the avoidance of doubt, the Supplier shall not be required to provide the Termination Assistance unless and until the Parties have agreed the costs for such assistance in accordance with this Paragraph 6.2.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry of this Contract or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 subject to Paragraph 3.2, provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to one (1) Month after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Transferable Contracts

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Transferable Contract; or

8.2 As applicable, either: (a) within twenty (20) Working Days of (as applicable) the Termination Assistance Notice or the either Party's notice to terminate the

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

Contract; or (b) no later than twenty (20) Working Days before the expiry of the Contract, the Buyer shall notify the Supplier setting out

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of (as applicable) the Contract or the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Contracts are required to provide the Deliverables or the Replacement Services.

8.3 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.4 The Buyer shall:

8.4.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.4.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.5 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.6 The Supplier shall indemnify the Buyer (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 Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.3 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.6 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

8.7 The Buyer (and/or the Replacement Supplier, as applicable) shall indemnify the Supplier 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 Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.3 in relation to any matters arising on or after the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.7 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2022

9. Charges

- 9.1 The Buyer shall pay for reasonable costs incurred by the Supplier in relation to its compliance with this Schedule, such costs to be agreed by the Buyer in advance and in writing.