

**CALL OFF SCHEDULE 11: IMPLEMENTATION****1 DEFINITIONS**

In this Call Off Schedule 11 (Implementation), the following definitions shall apply:

<b>"ATP Milestone"</b>	means any Milestone where ATP is required before the Supplier can proceed with further activities or commence delivery of further Services;
<b>"Authority to Proceed" or "ATP"</b>	means the authorisation to the Supplier to commence certain activities and/or commence delivering any Services that are identified in the Implementation Plan or a Project Plan as requiring such authorisation;
<b>"CPP Milestone"</b>	means a contract performance point as set out in the Implementation Plan or a Project Plan, being the Milestone at which the Supplier has demonstrated that the relevant Service is working satisfactorily in its operating environment in accordance with Call Off Schedule 12 (Testing Procedures);
<b>"Current Mode of Operation" or "CMO"</b>	has the meaning given in Paragraph 1.2 of Part A of this Schedule;
<b>"Cutover"</b>	has the meaning given in Paragraph 1.5 of Part A of this Schedule;
<b>"Cutover Date"</b>	means the date by which all Novating Contracts should have been dealt with in accordance with this Schedule and as further detailed in the Detailed Implementation Plan;
<b>"EUS Longstop Date"</b>	means the 14 <sup>th</sup> November 2025;
<b>"Exiting Contract"</b>	means a contract between the Buyer and an Incumbent Supplier;
<b>"FMO Milestone"</b>	means a Milestone which is designated as the FMO Milestone in the Implementation Plan or a Project Plan;
<b>"Future Mode of Operation" or "FMO"</b>	has the meaning given in Paragraph 1.4 of Part A of this Schedule;
<b>"Implementation Period"</b>	means the period in which the activities and Deliverables set out in the Implementation Plan are delivered (or are to be delivered);
<b>"In-Flight Projects"</b>	has the meaning given in Paragraph 5 of Part A of this Schedule;

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<b>"Longstop Date"</b>	means the EUS Longstop Date and/or the SD Longstop Date, as the context requires;
<b>"Mobilisation"</b>	has the meaning given at Paragraph 1.1.1 of Part A of this Schedule;
<b>"Mobilisation Period"</b>	means the period from and including the Commencement Date until Achievement of ATP Milestone 1 (Mobilisation Analyse and Design Complete);
<b>"Novating Contract Supplier"</b>	means a supplier that has entered into a contract or an agreement with the Buyer or Incumbent Supplier for the provision of Services under a Novating Contract;
<b>"Novating Contracts"</b>	means the contracts between the Buyer, a Service Recipient or an Incumbent Supplier and a Novating Contract Supplier as listed in Annex 1 of this Schedule, which are to be novated in the favour of or assigned to the Supplier prior to, on or after the Cutover Date, as described at Paragraph 6 (Novating Contracts) of this Schedule;
<b>"Novation Agreement"</b>	means an agreement in the form set out in Annex 2 to this Schedule;
<b>"Prepayment"</b>	means a sum payable under a Novating Contract which relates to the period after the Cutover Date which the Buyer has paid to the relevant Novating Contract Supplier under the terms of the relevant Novating Contract prior to the Cutover Date. Such Prepayments are listed in Annex 1;
<b>"SD Longstop Date"</b>	Means the 17th October 2025
<b>"Service Commencement Date"</b>	means in relation to a Service, the later of:  (a) the date identified in the Implementation Plan upon which the Service is to commence; and  (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
<b>"Service Management Plan"</b>	has the meaning given in Paragraph 3.7 of Part A of this Schedule;

<b>"Service Readiness Reviews"</b>	means a point in time review at which the Buyer scrutinises the evidence provided by the Supplier to demonstrate its ability to meet the required performance indicators for a specific service from a technology, process and people perspective through appropriate Testing Procedures, implementation of supporting processes and/ or provision of sufficient and appropriately skilled staff;
<b>"Transformation"</b>	has the meaning given at Paragraph 1.1.2(a) of Part A of this Schedule;
<b>"Transition"</b>	has the meaning given at Paragraph 1.1.2 of Part A of this Schedule;
<b>"Transition Deliverables"</b>	means the Deliverables to be provided by the Supplier during Transition as detailed in the Implementation Plan or otherwise agreed between the Parties in writing;
<b>"Transition Mode of Operation" or "TMO"</b>	has the meaning given in Paragraph 1.3 of Part A of this Schedule; and
<b>"Work in Progress" or "WIP"</b>	has the meaning given in Paragraph 1.6 of Part A of this Schedule.

## 2 INTRODUCTION

### 2.1 This Call Off Schedule 11 (Implementation):

- 2.1.1 sets out the overarching objectives and principles of Mobilisation, Transition and Transformation at Paragraph 3.6 of Part A of this Schedule;
- 2.1.2 defines the roles and responsibilities of the Supplier in relation to the Mobilisation, Transition and Transformation pursuant to this Contract;
- 2.1.3 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- 2.1.4 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

## Part A: Mobilisation, Transition and Transformation Overview

### 1 MOBILISATION, TRANSITION AND TRANSFORMATION PHASES

- 1.1 There are three (3) phases in relation to Mobilisation, Transition and Transformation which are outlined below:
- 1.1.1 **Mobilisation**, during this phase the Supplier will undertake all mobilisation steps necessary to commence Transition.
  - 1.1.2 **Transition**, during this phase accountability and responsibility for the provision of the relevant services is transferred from one (1) or more Incumbent Suppliers to the Supplier, and includes the following sub-phases:
    - (a) **Steady State**, during this phase the Supplier will test that Transition has been completed effectively (in accordance with the provisions of Call Off Schedule 12 (Testing Procedures) and the relevant Test Plan(s)) and will provide enhanced early life support for the Services in accordance with Paragraph 8 below.
    - (b) **Exit**, during this phase Exiting Contracts are terminated (in whole or part) and the provision of services by the relevant Incumbent Supplier ends.
  - 1.1.3 **Transformation**, during this phase the Buyer may commission the Supplier to provide Projects (in accordance with the process set out in Call Off Schedule 19 (Projects)) for the improvement, replacement or introduction of new or more optimal services, beyond the scope of Transition activity.
- 1.2 **Current Mode of Operation (CMO)** refers to the manner in which services are provided by one or more Incumbent Suppliers prior to the commencement of any relevant Transition activity.
- 1.3 **Transition Mode of Operation (TMO)** refers to the manner in which services are provided during the period of Transition and Transformation (the "**TMO Period**"), which might include services being delivered by both an Incumbent Supplier and the Supplier up until the relevant Cutover date.
- 1.4 **Future Mode of Operation (FMO)** means the target end state for the Supplier's solution and services, which shall commence upon the Supplier achieving the FMO Milestone as described in the Implementation Plan.
- 1.5 **Cutover** refers to the point at which responsibility for a specific service element or work package transfers from an Incumbent Supplier to the Supplier within an overall Transition work stream.
- 1.6 **Work in Progress (WIP)** refers to on-going projects and initiatives which are not classified as In-Flight Projects.

### 2 THE ROLE OF THE SUPPLIER

- 2.1 The Supplier shall:
- 2.1.1 perform the tasks and activities set out in the Implementation Plan and in Part B of this Schedule, and deliver the Deliverables set out in the Implementation Plan in accordance with the timescales set out in the Implementation Plan;
  - 2.1.2 collaborate effectively and efficiently with the Buyer, Incumbent Suppliers, other Managed Service Suppliers and any other related third parties, in order to ensure the Mobilisation, Transition and Transformation of the Services is achieved in line with the requirements of this Call Off Schedule 11 (Implementation); and
  - 2.1.3 comply with the Buyer's Mobilisation, Transition and Transformation management processes and policies.

### 3 MOBILISATION, TRANSITION AND TRANSFORMATION OBJECTIVES AND PRINCIPLES

- 3.1 From the Commencement Date until the end of the Mobilisation Period, the Supplier shall perform the Mobilisation activities as set out in the Implementation Plan and in accordance with the timescales set out in the Implementation Plan so as to ensure that Mobilisation is Achieved by the Milestone Date for ATP Milestone 1 (Mobilisation Analyse and Design Complete).
- 3.2 From the end of the Mobilisation Period, the Supplier shall manage the delivery of the Transition activities and Transition Deliverables set out in the Implementation Plan in accordance with the timescales set out in the Implementation Plan so as to ensure that Transition of each service to be provided by the Supplier is achieved by the relevant Service Commencement Date, and that Transition of the EUS Services as a whole is achieved by the EUS Longstop Date and Transition of the SD Services as a whole is achieved by the SD Longstop Date.
- 3.3 Failure by the Supplier:
  - 3.3.1 (or likelihood of failure) to Achieve any Milestone by its Milestone Date shall entitle the Buyer to exercise any of the remedies set out in Clause 31 (Buyer Remedies for Default), including without limitation requiring the Supplier to comply with the Rectification Plan Process; and/or
  - 3.3.2 to meet any Longstop Date shall entitle the Buyer to terminate this Contract for material Default.
- 3.4 The Buyer may commission the Supplier to deliver one or more Projects for the delivery of Transformation activities and Deliverables as required by the Buyer in order to deliver and achieve the FMO Services by the Milestone Date for the FMO Milestone.
- 3.5 The Supplier shall throughout the Implementation Period:
  - 3.5.1 ensure the continued delivery of the CMO Services, TMO Services and FMO Services to the Buyer, including but not limited to:
    - (a) minimising disruption to the Buyer, in particular its ability to discharge its functions and responsibilities; and
    - (b) ensuring that there is no diminution to the levels of service provided by Incumbent Suppliers under the Exiting Contracts;
  - 3.5.2 review and test in accordance with the Service Readiness Reviews, the Test Strategy and Testing Procedures set out in Call Off Schedule 12 (Testing Procedures) to ensure that the relevant Test Success Criteria are achieved for the Deliverables prior to the relevant Service Commencement Date;
  - 3.5.3 transfer responsibility for the relevant services from the Incumbent Supplier(s) to the Supplier such that all Changes to the Services are implemented in accordance with this Contract;
  - 3.5.4 implement and maintain TMO processes, procedures and tooling as the responsibility for each Service is transitioned to the Supplier;
  - 3.5.5 transfer relevant WIP and In-Flight Projects, at an appropriate point, to the Supplier with the minimum of disruption to projects, programmes and/or service improvements being delivered by or to the Buyer; and
  - 3.5.6 minimise costs to the Buyer of Mobilisation and Transition to the fullest extent reasonably practicable,

together the "**Mobilisation, Transition and Transformation Objectives**".

- 3.6 The Mobilisation, Transition and Transformation principles which support the Mobilisation, Transition and Transformation Objectives and which shall be adhered to by the Supplier are that:
- 3.6.1 the Supplier shall minimise risk to the continued provision of the Services arising from Mobilisation, Transition and Transformation;
  - 3.6.2 there shall be no diminution to service levels under the Exiting Contracts during any TMO Period;
  - 3.6.3 IT service continuity management recovery time objectives and recovery point objectives under the Exiting Contracts shall not be increased, nor shall single points of failure be introduced during any TMO Period, unless explicitly agreed by the Buyer;
  - 3.6.4 IT service management processes, procedures and tooling (whether existing or new processes, procedures and tooling (or a combination)) shall be in place and as described in the prevailing Service Management Plan approved in accordance with Paragraph 3.7 below, and shall be fully functional throughout all TMO Periods in order to deliver the required service or performance levels applicable to the relevant Exiting Contract or this Contract;
  - 3.6.5 all interfaces between the Supplier and the Incumbent Suppliers throughout Mobilisation and Transition, whether technical or process oriented, are to be designed and engineered with simplicity in mind, ensuring that there is a minimum number of touch and cross-over points, which are clearly defined;
  - 3.6.6 the activities set out in the Implementation Plan shall be executed as quickly as possible after the Commencement Date (and shall be completed before the relevant Longstop Date) within the confines of the Mobilisation, Transition and Transformation principles set out in this Paragraph 3.6, in order to support the timely exit of any Incumbent Suppliers; and
  - 3.6.7 any Projects dealing with Transformation activity can be executed in parallel to Transition should it accelerate either achievement of Milestones during Transition or delivery of the FMO Services without delaying exit of any Incumbent Suppliers.
- 3.7 In accordance with the timetable set out in the Implementation Plan, the Supplier shall provide for the Buyer's approval a draft plan which sets out how the Supplier will meet the Buyer's requirements in respect of the IT service management processes, procedures and tooling the Supplier will use in the provision of the Services ("**Service Management Plan**"). Once approved in accordance with Paragraph 14 of Call Off Schedule 12 (Testing Procedures), the Supplier shall comply with the requirements of the Service Management Plan (as may be updated from time to time via the Change Control Procedure).

#### **4 GOVERNMENT REVIEWS**

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

#### **5 IN-FLIGHT PROJECTS**

- 5.1 The Buyer may commission the Supplier to deliver one or more Projects for the delivery of in-flight activities ("**In-Flight Projects**") as required by the Buyer in accordance with the processes set out in Call Off Schedule 19 (Projects).
- 5.2 The Supplier shall:
- 5.2.1 complete all In-Flight Projects in accordance with the relevant requirements of the Contract including without limitation Attachment 1 of the Order Form (Services Specification) and the project management and development practices in place as at the Commencement Date; and

5.2.2 expend all commercially reasonable efforts to complete the In-Flight Projects by the completion date or end date as agreed by the Buyer with respect to each such project.

5.3 Any changes to the In-Flight Projects shall be dealt with as a Project Change in accordance with the Project Change Control Procedure.

## **6 NOVATING CONTRACTS**

6.1 The Buyer's intention is that the Novating Contracts shall be novated in favour of the Supplier, in preference to being assigned to the Supplier. The Supplier shall use all reasonable endeavours to effect such a novation of the Novating Contracts in preference to an assignment of the Novating Contracts. All references to assignment in this Schedule shall therefore be construed having regard to this Paragraph 6.1.

6.2 The Supplier shall undertake the work and administration associated with the novation or assignment of the Novating Contracts to the Supplier. The Buyer shall provide such assistance as may be reasonably required by the Supplier in support of its undertakings.

6.3 The Supplier shall use its reasonable endeavours to obtain, from each relevant Novating Contract Supplier, consent to a novation or assignment of the Novating Contracts, to be effective on the Cutover Date, upon terms that are substantially similar to those contained in the Novation Agreement set out in Annex 2 to this Schedule (or upon such other terms as are agreed between the parties).

6.4 Subject to the remainder of this Paragraph, the Supplier shall ensure that all Novating Contracts are capable of novation back to the Buyer or to any Replacement Supplier, without charge to the Buyer, at the Buyer's request during any Termination Assistance Period. In the event that the Supplier is unable to obtain the right of novation back to the Buyer at no charge, the Supplier will advise the Buyer and the Parties will agree on how best to proceed to achieve the objectives of the Buyer.

6.5 In relation to any Novating Contract in respect of which a novation or assignment has not been entered into prior to the Cutover Date:

6.5.1 this Agreement will not constitute a novation or an assignment (or attempted novation or assignment) in respect of any such Novating Contract, if that would constitute a breach of the Novating Contract; and

6.5.2 the Supplier shall continue to comply with its obligations to obtain consent under Paragraph 6.3 above until the necessary novation or assignment has been effected.

6.6 After the Cutover Date and until the necessary novation or assignment has been effected:

6.6.1 where the Novating Contract is held by the Buyer, the Buyer will hold such Novating Contracts and any money, goods or other benefits received under such Novating Contracts on trust for the Supplier and will, upon receipt of the same, account for and pay or deliver to the Supplier all such money, goods and other benefits; and

6.6.2 subject to Paragraph 6.9, the Supplier shall with the co-operation of the Buyer ensure it achieves an alternative arrangement acceptable to the Buyer under which the Supplier will, at its cost, obtain the benefits and assume and discharge the burden under such Novating Contracts arising on or after the Cutover Date in accordance with this Agreement whether by way of a right to use, sub-contracting, sub-licensing, delegation of performance, termination, replacement or otherwise.

6.7 The Supplier, with effect from the Cutover Date, shall be responsible for compliance with the terms of the Novating Contracts (including payment of any charges or fees due under the Novating Contracts). Accordingly the Supplier shall not raise any claim, demand or proceeding against the Buyer in respect of any breaches or defaults under those contracts unless such breaches or defaults are due to any failure by the Buyer to comply with any provisions preventing or restricting the

novation or assignment of the Novating Contract to any third party or relate to any claim made against the Supplier by a Novating Contract Supplier relating to a breach by the Buyer prior to the Cutover Date of the terms of the relevant contract.

- 6.8 The Supplier shall indemnify and keep the Buyer indemnified against any losses, liabilities, damages, costs or expenses which the Buyer may incur arising out of or in connection with any breach by the Supplier of the terms of the Novating Contracts which occurs after the Cutover Date.
- 6.9 Notwithstanding the provisions of Paragraph 6.6 above, if a Novating Contract Supplier refuses to novate or assign any Novating Contract to the Supplier or if consent to the novation or assignment of a Novating Contract has not been obtained prior to the expiry of three (3) months after the Cutover Date, the Supplier shall, at the Buyer's election:
  - 6.9.1 with the assistance of the Buyer, seek to obtain rights from the relevant Novating Contract Supplier for the Supplier to manage the contract on terms to be agreed with the Buyer; and/or
  - 6.9.2 present the Buyer with a proposal and options for alternative arrangements (indicating the arrangements preferred by the Supplier) in respect of such contract which will ensure that the Buyer is not unduly prejudiced or adversely affected by the failure to obtain a novation or assignment of the contract and implement such arrangements as are agreed by the Buyer.
- 6.10 Each Party shall bear its costs and expenses associated with seeking such rights and making any such alternative arrangements in accordance with Paragraph 6.9.
- 6.11 Where a Novating Contract Supplier proposes charges or fees for consent to a novation/assignment, rights of use or termination/cancellation charges or other similar fees or charges in respect of any Novating Contracts, the Parties shall meet to determine (acting reasonably) whether it is reasonable for such fees and charges to be borne by the Supplier. In the event that the Parties are unable to reach agreement, the Parties shall follow the Dispute Resolution Procedure.
- 6.12 The Supplier shall refund to the Buyer each Prepayment in respect of a Novating Contract. Such refunds shall be effected by the Supplier in the form of a credit against the Charges payable at the expiry of the Month in which the Cutover Date falls.

## **7 ONGOING MANAGEMENT OF NOVATING CONTRACTS**

- 7.1 The Supplier will be responsible for the management of all Novating Contracts (listed in Annex 1 to this Schedule) to ensure that the Novating Contracts deliver value to the Buyer and are aligned to the business needs of the Buyer. For clarity, the table of responsibilities set out in Annex 1 shall apply.
- 7.2 For all Novating Contracts, the Supplier will perform all activities as customer in respect of the Novating Contracts. This will include:
  - 7.2.1 managing the day to day operational relationship;
  - 7.2.2 managing performance levels;
  - 7.2.3 maintaining the contractual relationship with each Novating Contract Supplier;
  - 7.2.4 payment responsibility;
  - 7.2.5 licence ownership, management and compliance;
  - 7.2.6 the development and implementation of procurement strategies;
  - 7.2.7 providing a route to market for the Buyer;



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- 7.2.8 performing the renewal of all Novating Contracts in accordance with Paragraph 7.6.2 below; and
- 7.2.9 responsibility for any potential secondary transfers of personnel in accordance with the Employment Regulations (as such term is defined in Call Off Schedule 14 (Staff Transfer)).
- 7.3 The Supplier shall maintain and make available to the Buyer, on request and at no cost, a list containing summary details of all Novating Contracts used in the provision and support of the Services.
- 7.4 The Supplier will continually review the Novating Contracts and will whenever possible make changes to those Novating Contracts to improve the Services and, if appropriate, replace Novating Contracts with value effective alternatives.
- 7.5 The Supplier shall maintain and with five (5) Working Days written notice make available to the Buyer, full and accurate copies of all Novating Contracts which have been novated or assigned to it.
- 7.6 Following the Cutover Date, Novating Contracts will be managed as follows:
  - 7.6.1 Novating Contract Supplier meetings:
    - (a) the Supplier will set up a monthly (unless otherwise agreed with the Buyer in writing) contract review meeting for Novating Contracts attended by commercial and operational personnel from the Supplier; and
    - (b) the Buyer may choose to attend these meetings and such attendance will not be unreasonably withheld by the Supplier. The meetings will review the Services, Performance Indicators, address operational issues and to review commercial and contractual requirements, including contract renewals. Those Novating Contract Suppliers delivering a managed service will be expected to provide service reports.
  - 7.6.2 Novating Contract renewals:
    - (a) Each Novating Contract will have a trigger date set in the contracts database (set to the renewal date (or the last date on which the customer can give notice of non-renewal, if earlier) minus sixty (60) days as standard, and for larger, more strategic contracts the trigger date will be set at one hundred and eighty (180) days to allow a further time for review). Novating Contracts due for renewal will be reviewed at the meetings referred to in Paragraph 7.6.1 above, taking account of the supplier's performance, the proposed renewal cost and potential alternatives.
  - 7.6.3 Value for Money:
    - (a) The Supplier will continually assess value for money across the supply chain.
    - (b) In addition the Buyer benchmarking activities will address Services delivered by the Novating Contracts.

## 8 EARLY LIFE SUPPORT

- 8.1 During the TMO Period, the Supplier shall deliver such early life support services as agreed with the Buyer and documented in the Detailed Implementation Plan, including but not limited to:
  - 8.1.1 maintaining the required resources to assist with any rectification of issues and/or any Service incidents or failures that may be encountered; and
  - 8.1.2 ensuring it is possible at any point during the TMO Period to roll back to an Incumbent Supplier's service if required by the Buyer.

## **Part B: Implementation Plan**

### **1 OUTLINE IMPLEMENTATION PLAN**

- 1.1 The Outline Implementation Plan is set out in Attachment 3 (Outline Implementation Plan) to the Order Form.
- 1.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

### **2 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN**

- 2.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within twenty (20) Working Days of the Commencement Date.
- 2.2 The Supplier shall ensure that the draft Detailed Implementation Plan:
  - 2.2.1 is divided into three parts:
    - (a) Part A which shall set out the introduction and general principles applicable to the Implementation Plan;
    - (b) Part B which shall relate to Mobilisation; and
    - (c) Part C which shall relate to Transition;
  - 2.2.2 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan, including any CPP Milestones, ATP Milestones and Service Commencement Dates;
  - 2.2.3 demonstrates that the Milestones meet the Mobilisation, Transition and Transformation principles set out in Paragraph 3.6 of Part A of this Schedule;
  - 2.2.4 is aligned with the relevant parts of the exit plan(s) of the Incumbent Supplier(s) in respect of the relevant services that are transitioning from each Incumbent Supplier to the Supplier;
  - 2.2.5 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
    - (a) the completion of each design document and any and all other documentary Deliverables related to that Milestone;
    - (b) the completion of the build phase, including all tasks associated with the design, build and verification of the Services (including provision of early life support);
    - (c) the completion of any Testing to be undertaken in accordance with Call Off Schedule 12 (Testing Procedures); and
    - (d) knowledge transfer, training and roll-out activities; and
    - (e) decommissioning of any redundant processes, procedures, equipment and tooling;
  - 2.2.6 clearly outlines all the steps required to implement the Milestones to be achieved;
  - 2.2.7 clearly states the detailed Milestone Achievement Criteria for each Milestone;

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- 2.2.8 clearly outlines the required roles and responsibilities of the Parties, including staffing requirements and any necessary dependencies on the part of the Buyer, any Incumbent Supplier(s) or any other Managed Service Supplier(s) or other related third party(ies);
- 2.2.9 complies with the requirements of Paragraph 4.1 below; and
- 2.2.10 is produced using a software tool as specified, or agreed by the Buyer.
- 2.3 Prior to the submission of the draft Detailed Implementation Plan to the Buyer in accordance with Paragraph 2.1, the Buyer shall have the right:
  - 2.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
    - (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
    - (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
    - (c) any other work in progress in relation to the Detailed Implementation Plan; and
  - 2.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 2.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Buyer shall:
  - 2.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
  - 2.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.
- 2.5 If the Buyer rejects the draft Detailed Implementation Plan:
  - 2.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
  - 2.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.6 If the Buyer approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.

### **3 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN**

- 3.1 Following the approval of the Detailed Implementation Plan by the Buyer:
  - 3.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every month starting one (1) month from the Commencement Date;
  - 3.1.2 without prejudice to Paragraph 3.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty

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(20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

- 3.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 3.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 2; and
- 3.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Transition Management Board (as defined in Call Off Schedule 7 (Governance)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting, together with a report summarising the Supplier's performance to date against that Detailed Implementation Plan.

3.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

3.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and

3.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).

3.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.

## 4 BASELINE PERIOD FOR LEGACY ASSETS

4.1 The Detailed Implementation Plan shall designate a period of time to be used by the Supplier to undertake due diligence of the Legacy Assets, being the "**Legacy Asset Review Period**". Prior to the conclusion of the Legacy Asset Review Period, the Supplier shall notify the Buyer in writing as to whether, in the Supplier's reasonable opinion, any Service Level Performance Measure needs to be adjusted due to the Supplier's assessment of the state of the Legacy Assets, at the same time providing an impact assessment describing the impact of the Legacy Assets on the Supplier's ability to meet the Service Level Performance Measure(s).

4.2 Where the Supplier has notified the Buyer in accordance with Paragraph 4.1, the Parties shall discuss whether any changes to the Service Level Performance Measures are required. No changes to the Service Level Performance Measures shall be made unless agreed by both Parties and recorded in accordance with the Change Control Procedure. Until agreed and recorded pursuant to the Change Control Procedure, the Service Level Performance Measures shall continue to apply to the Services.

## **ANNEX 1 - NOVATING CONTRACTS**

This Annex 1 contains the current Novating Contracts in scope of Call Off Schedule 11 (Implementation).

A contract between Reveal Media Limited and CSC Computer Sciences Limited in respect of Body Worn Video Equipment including hardware, software and services for use by the Buyer.

## ANNEX 2 – NOVATION AGREEMENT

<b>Guidance Note:</b> <b>Required action</b>	Highlighted text in this document requires action as follows: <ul style="list-style-type: none"><li>a) Internal guidance note to be deleted before circulating;</li><li>b) Optional provision to be deleted if not required or amended to reflect the circumstances; and</li><li>c) Details to be inserted.</li></ul>
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**[THE CONTINUING PARTY]**

and

**[THE INCOMING PARTY]**

and

**[THE OUTGOING PARTY]**

**DEED OF NOVATION**

of

**[Insert details of contract]**

**THIS DEED** is executed as a deed and dated [insert date of execution] (the "**Deed**")

**BETWEEN:**

- (1) [INSERT NAME OF THE AUTHORITY/SERVICE RECIPIENT/INCUMBENT SUPPLIER – AS APPROPRIATE], [acting on behalf of the Crown,] of [insert the Authority's/Service Recipient's address] OR a [company]/[limited liability partnership] registered in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered address] (the "**Outgoing Party**"); and
- (2) [INSERT NAME OF THE INCOMING PARTY] a [company]/[limited liability partnership] registered in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered address] (the "**Incoming Party**"); and
- (3) [INSERT NAME OF THE CONTINUING PARTY] a [company]/[limited liability partnership] registered in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered address] (the "**Continuing Party**")

together the "**Parties**" and each a "**Party**".

**BACKGROUND:**

- A. The Continuing Party and the Outgoing Party are parties to a contract dated [insert date of contract] for the provision of [describe contract] (the "**Contract**") [a copy of which is attached at Schedule 1 to this Deed].
- B. The Incoming Party has been selected to provide to [name of the Authority], on an outsourcing basis, certain IT services previously carried out by the Outgoing Party. As a result, the Continuing Party, the Outgoing Party and the Incoming Party wish to transfer the Outgoing Party's rights and obligations under the Contract to the Incoming Party.
- C. The Continuing Party, the Outgoing Party and the Incoming Party have therefore agreed to novate the Outgoing Party's [rights and obligations]/[rights, obligations and liabilities] under the Contract to the Incoming Party on the terms of this Deed with effect from [insert the date the novation is to take effect, being either "the date of this Deed" or a specified date] (the "**Effective Date**").

[Guidance note: The reference to "liabilities" should be included if the Incoming Party is assuming the Outgoing Party's liabilities under Clause 3 (i.e. Option 2 or 3 below).]

**IT IS AGREED** as follows:

**1 WARRANTY**

- 1.1 Each Party warrants and represents that it has the full power and authority and has taken all action necessary, including obtaining all necessary approvals or consents, to enable it to enter into and perform this Deed.

**2 NOVATION**

- 2.1 With effect from the Effective Date:

- (a) the Outgoing Party transfers all its rights and obligations under the Contract to the Incoming Party;
- (b) the Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Contract;
- (c) the Incoming Party agrees to observe and perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to the Contract in place of the Outgoing Party;
- (d) the Continuing Party agrees to observe and perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to the Contract in place of the Outgoing Party; and
- (e) all references to the Outgoing Party in the Contract shall be read and construed as references to the Incoming Party.

**3 RELEASE OF OBLIGATIONS [AND LIABILITIES]**

- 3.1 With effect from the Effective Date, the Outgoing Party and the Continuing Party release each other from all future obligations to the other under or in connection with the Contract.

**[Guidance note: The Parties must decide who is responsible for the Outgoing Party's pre-novation liabilities, using Option 1, 2 or 3 below:**

- **Option 1 (Outgoing Party liability) – The Outgoing Party remains liable for all pre-novation liabilities (i.e. it is released from future obligations only);**
- **Option 2 (Incoming Party liability) – The Outgoing Party is released from all pre-novation liabilities and the Incoming Party assumes those liabilities;**



- **Option 3 (Split liability) – The Outgoing Party remains liable for certain specified claims, and the Incoming Party assumes all other pre-novation liabilities of the Outgoing Party.]**

**[OPTION 1 (Outgoing Party liability)]**

- 3.1 [The Outgoing Party and the Continuing Party release and discharge each other from all claims and demands under or in connection with the Contract, including without limitation claims for negligence, to the extent permitted by law, arising on or after the Effective Date, and in each case whether known or unknown to the releasing party.]
- 3.2 Each of the Continuing Party and the Incoming Party shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising on or after the Effective Date as though the Incoming Party were named in the Contract instead of the Outgoing Party.]
- 3.3 Nothing in this Deed shall affect or prejudice any claim or demand that the Outgoing Party or the Continuing Party may have against the other under or in connection with the Contract with respect to matters occurring before the Effective Date.]

**[OPTION 2 (Incoming Party liability)]**

- 3.4 [The Outgoing Party and the Continuing Party release and discharge each other from all claims and demands under or in connection with the Contract, including without limitation claims for negligence, to the extent permitted by law, whether arising before, on or after the Effective Date, and in each case whether known or unknown to the releasing party.]
- 3.5 Each of the Continuing Party and the Incoming Party shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as though the Incoming Party were the original party to the Contract instead of the Outgoing Party.]

**[OPTION 3 (Split liability)]**

- 3.6 [Subject to Clause 3.7, the Outgoing Party and the Continuing Party release and discharge each other from all claims and demands under or in connection with the Contract, including without limitation claims for negligence, to the extent permitted by law, whether arising before, on or after the Effective Date, and in each case whether known or unknown to the releasing party.]

3.7 Nothing in this Deed shall affect or prejudice the [Outgoing Party or Continuing Party]'s claim against the [Continuing Party or Outgoing Party] for [specify existing claims that the parties agree are to be preserved].

3.8 Each of the Continuing Party and the Incoming Party shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as though the Incoming Party were the original party to the Contract instead of the Outgoing Party (with the exception of the claims specified in Clause 3.7).]

3.9 If and to the extent that, with reference to the circumstances existing as at the Effective Date, the entry into this Deed would result in the Continuing Party becoming liable for any increased or further obligations or liabilities under the Contract in addition to those that the Continuing Party is already subject to under the Contract, the Continuing Party shall not be liable for such increased or further obligations or liabilities (whatsoever) and the Contract shall be interpreted accordingly.

3.10 [Subject to Clause 3.7, the] [OR] [The] Outgoing Party is not, as at the Effective Date, aware of any matters or circumstances that would entitle the Outgoing Party to take action or pursue a claim or demand against the Continuing Party under or in connection with the Contract, nor any matters or circumstances that may reasonably be expected to give rise to such action, claim or demand by the Outgoing Party against the Continuing Party.

**[Guidance note: Include the proviso above in relation to Clause 3.6 only where Option 3 is used.]**

3.11 The Outgoing Party agrees that the Continuing Party has paid all sums due and payable under the Contract as at the Effective Date.

#### **4 [INDEMNITY]**

**[Guidance note: the applicable Clause to be used depends on whether Option 1, 2 or 3 above has been used.]**

##### **[OPTION 1 (Outgoing Party liability)]**

4.1 [The Outgoing Party shall indemnify the Incoming Party against all liabilities, costs, expenses, damages and losses that the Incoming Party suffers or incurs under or in connection with the Contract as a result of the Outgoing Party's failure to perform the Contract before the Effective Date.

4.2 The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages and losses that the Outgoing Party suffers or incurs under or in connection with the Contract as a result of the Incoming Party's failure to perform the Contract on or after the Effective Date.]

**[OPTION 2 (Incoming Party liability)]**

4.3 [The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages and losses that the Outgoing Party suffers or incurs under or in connection with the Contract on or after the Effective Date.]

**[OPTION 3 (Split liability)]**

4.4 [The Outgoing Party shall indemnify the Incoming Party against all liabilities, costs, expenses, damages and losses that the Incoming Party suffers or incurs under or in connection with the Contract as a result of the claims specified in Clause 3.7.]

4.5 The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages and losses that the Outgoing Party suffers or incurs under or in connection with the Contract on or after the Effective Date (with the exception of liabilities, costs, expenses, damages and losses relating to the claims specified in Clause 3.7).]

## **5 THIRD PARTY RIGHTS**

5.1 A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

## **6 GOVERNING LAW AND JURISDICTION**

6.1 This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

6.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.

**[Guidance note: Ensure that the Governing Law & Jurisdiction clause above is consistent with the corresponding clause in the underlying contract. If there is an arbitration clause in**

the contract, this deed should be amended accordingly to reflect that an arbitrator has jurisdiction to determine disputes arising under this Deed.]

**[Guidance note: Ensure that the execution clauses reflect the nature of the parties and the corresponding legal and constitutional requirements for execution as a deed.]**

Executed as a deed by [inset name of  
Outgoing Party] acting by [inset name of  
Officer/Director], in the presence of:

.....

[Signature of Officer/Director]

.....

Name of [Officer/Director]:

.....

Position in Organisation:

.....

[Signature of Witness]

Name of Witness:

.....

Address of Witness:

.....

.....

Occupation of Witness:

.....

OFFICIAL

Executed as a deed by [insert name of Incoming Party] acting by [insert name of Director] a director, in the presence of:

.....

[Signature of Director]

.....

Name of Director

.....

[Signature of Witness]

Name of Witness:

.....

Address of Witness:

.....

.....

Occupation of Witness:

.....

OFFICIAL

Executed as a deed by [insert name of Continuing Party] acting by [insert name of Director] a director, in the presence of:

.....

[Signature of Director]

.....

Name of Director

.....

[Signature of Witness]

Name of Witness:

.....

Address of Witness:

.....

.....

Occupation of Witness:

.....

OFFICIAL

**Schedule 1**

**The Contract**