

**SCHEDULE I**  
**TERMINATION PAYMENTS**

**1. COMPENSATION**

**1.1 Supplier Event of Default**

- 1.1.1 In the event of a termination of this Agreement arising from a Supplier Event of Default or an Approved Tasking Order for material breach, no compensation shall be paid to the Supplier.
- 1.1.2 Where the Authority has terminated this Agreement due to a Supplier Event of Default or an Approved Tasking Order for material breach, the Authority shall have the right to claim such damages as may have been sustained as a result of the Supplier Event of Default or material breach (as relevant), including but not limited to any costs and expenses incurred by the Authority in:
  - 1.1.2.1. carrying out any work that may be required to make the Supplier Deliverables comply with the Agreement; or
  - 1.1.2.2. obtaining the Supplier Deliverables in substitution from another supplier

**1.2 Voluntary Termination**

- 1.2.1 In the event of a termination of the Agreement by the Authority for any reason under Clause 52.8 (Voluntary Termination by the Authority), the Supplier shall solely be entitled to the compensation set out in Paragraph **Error! Reference source not found.**
- 1.2.2 In the event of a termination of an Approved Tasking Order pursuant to Clause 51.1, the Supplier shall be entitled to:
  - (A) payment for any completed Milestones in accordance with the Approved Tasking Order and
  - (B) reasonable costs for partially completed Milestones on receipt of satisfactory evidence (in the Authority's reasonable opinion) of such partial completion.

**1.3 Change of control of Supplier**

- 1.3.1 No compensation shall be paid to the Supplier in the event of a termination of the Agreement by the Authority under Clause 52.9 (Termination for Change of Control of Supplier) arising from a change of control of the Supplier.

## **2. ACCRUED FEES**

- 2.1 Following the termination of the Agreement by the Authority or the Supplier (as the case may be) for any reason under Clause 52 (Early Termination), the Supplier shall be entitled to be paid any accrued fees for the Services in accordance with Clause 54.1 (Accrued Rights and Obligations and Survivorship).