

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)

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What the supplier needs to do at the end of a call-off contract to help the buyer continue to deliver public services.

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1. Definitions

1.1 In this Call-Off Schedule 10, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Emergency Exit"	refers to any termination of the Call-off Contract which is a: <ul style="list-style-type: none">a. lawful termination where the relevant period of notice given is less than the period set out in clause 10.1;b. lawful termination of the provision of Services for any reason prior to the expiry of any relevant period of termination notice served pursuant to clause 10.1; orc. wrongful termination or repudiation of the Call-off Contract by either Party, or both Parties;
"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 Call-Off Schedule 10;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Call-Off Schedule 10;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Call-Off Schedule 10;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework 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;

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"Ordinary Exit"	any termination of the whole or any part of the Call-off Contract which does not result in an Emergency Exit, including: <ul style="list-style-type: none">a. pursuant to sub-Clause 10.2.2 where the period of notice given by the terminating Party pursuant to such Clause is not less than 90 days; orb. as a result of the expiry of the Contract Period or any Extension Period.
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Call-Off Schedule 10;
"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 Call-Off Schedule 10;
"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 Call-Off Schedule 10;
"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

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	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 Call-Off Schedule 10;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Call-Off Schedule 10.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain an accurate, up-to-date detailed and online register of all:
- a) Supplier Assets (including description, make, model, asset number condition, location, use and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value); and
 - b) Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - c) Software, detailing operating system software, version types / numbers, licence numbers (including any held on enterprise wide licences);
- 2.2.2 provide any other information that the Buyer deems necessary for the Supplier to include within the Exit Plan to ensure successful exit management.
- ("Registers").**
- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 keep the Registers up to date at all times, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services; and
- 2.3.3 provide a copy of the Register to the Buyer annually, and otherwise on one (1) week's notice at any time;
- 2.3.4 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the

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Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date with requisite authority to arrange and procure any resources of the Supplier as necessary to comply with the requirements of this Call-Off Schedule 10 and the Exit Plan. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract and shall be responsible for:

2.4.1 maintaining the Exit Plan; and

2.4.2 ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Call-Off Schedule 10 and the Exit Plan.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, at any time during the Contract Period and automatically on service of a Termination Notice by either Party 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:

3.1.1 details of the Service(s);

3.1.2 a copy of the Registers, updated by the Service Provider up to the date of delivery of such Registers;

3.1.3 an inventory of Buyer Data in the Service Provider's possession or control;

3.1.4 details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;

3.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

3.1.6 such other material and information as the Buyer shall reasonably require,

(the "**Exit Information**").

- 3.2 Subject to the following, the Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual appointed Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement as part of any tender process. The Buyer may not

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disclose any Supplier Confidential Information which relates to the Supplier's or its Sub-contractors' 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 and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

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 Call-Off Schedule 10 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 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 how the Exit Information is obtained;
 - 4.3.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the 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 Supplier of all such reasonable assistance as the Buyer shall require to enable the Buyer or its sub-contractors to provide the Services;
 - 4.3.3 a mechanism for dealing with any partial termination;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable applicable in each case for an Ordinary Exit and an Emergency Exit; the management structure to be employed during both transfer and cessation of the Services
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Buyer's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

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- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date ;
 - 4.3.7 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;
 - 4.3.8 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;
 - 4.3.9 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.10 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.11 the scope of the Termination Assistance that may be required for the benefit of CCS (including such of the services set out in Annex 1 as are applicable);
 - 4.3.12 how the Termination Assistance would be provided (if required) during the relevant Termination Assistance Period;
 - 4.3.13 timetable and critical issues for providing the Termination Assistance
 - 4.3.14 any charges payable for the Termination Assistance, together with a capped estimate of such charges, payable only where there is an Ordinary Exit triggered by the Buyer through no fault of the Supplier
 - 4.3.15 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.16 procedures to:
 - a) deal with requests made by the Buyer and/or a Replacement Service Provider for Staffing Information pursuant to Call-off Schedule 2 (Staff Transfer);
 - b) determine which Service Provider Personnel are or are likely to become Transferring Service Provider Employees; and
 - c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Service Provider Employees;
 - 4.3.17 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.18 any other information or assistance reasonably required by CCS 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:

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- 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) on receipt of the Replacement Supplier's implementation plan; and
- d) if required by the Buyer following a Financial Distress Event or any change of Key Sub-contractor;
- e) 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;
- f) 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) or the Services since the last version of the Exit Plan; and

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

4.5 The revised Exit Plan shall be submitted to the Buyer for review and the Parties shall discuss the revised Exit Plan at the next meeting of the Governance Board.

4.6 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.

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

Finalising the Exit Plan

4.8 For Ordinary Exits, within twenty (20) Working Days after service of a Termination Notice by either Party or twelve (12) Months prior to the expiry of this Call-off Contract, the Supplier will submit for Approval the latest version of the Exit Plan (updated in accordance with Paragraph 5.5.) in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Call-Off Schedule 10 and shall reflect any changes in the provision of the Services that have occurred since the last version of the Exit Plan was last agreed (including to reflect any developments in the Buyer's plans for phased and/or non-phased migration of the Services and/or any replacement Services).

4.9 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan and the Supplier shall incorporate any additional detail as the Buyer deems necessary. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Buyer then such Dispute shall

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be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Assistance in accordance with the principles set out in this Call-Off Schedule 10 and the last approved version of the Exit Plan (insofar as relevant).

- 4.10 For Emergency Exits, the timeframes set out in Paragraph 5.8 shall be expedited so that the Supplier must submit the latest version of the Exit Plan within ten (10) Working Days after service of a Termination Notice by the Buyer, and the Buyer shall respond within five (5) Working Days of receipt of the Exit Plan from 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 (including on one or more occasions) 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) (for Ordinary Exits) and fifteen (15) days (for Emergency Exits) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required (as set out in Annex 1); 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 twelve (12) Months 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 twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) 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 by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 If 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 Call-Off Schedule 10 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:

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- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Call-off Contract and, if required by the Buyer, provide the specified Termination Assistance;
- 6.1.2 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 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;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 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, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 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 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 vacate any Buyer Premises (unless such access is required to continue to deliver the remaining Services);
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any

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objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to eighteen (18) Months after expiry or termination to:

- d) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- e) 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. Assets, Sub-contracts and Software

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 Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- a) the Exclusive Assets that are not Transferable Assets; and
- b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 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 the Termination Assistance

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Period as agreed between the Replacement Supplier and the Buyer. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 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.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 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.
- 8.8 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.
- 8.9 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 8.6 in relation to any matters arising prior to the date of

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assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Call-Off Schedule 10.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ANNEX 1: TERMINATION ASSISTANCE

- 1.1. The Termination Services to be provided by the Supplier shall include such of the following services as the Buyer may specify:
 - 1.1.1. notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2. 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 the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3. providing details of work volumes and staffing requirements during the Termination Assistance Period;
 - 1.1.4. with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during any remaining transition;
 - 1.1.5. providing the Buyer with any risk and issues logs (in the agreed format) which have not previously been provided to the Buyer;
 - 1.1.6. providing assistance and expertise as necessary to support the Buyer and/or the Replacement Supplier develop the transition plan for business operations and Authority Data to the Replacement Supplier, which may include transition approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
 - 1.1.7. provide all necessary support, equipment, tools, and Software such as data migration services and/or Automated Programming Interfaces, in order to enable and support the execution of the migration plan by the Buyer and/or Replacement Supplier;
 - 1.1.8. analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
 - 1.1.9. agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.10. assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement or the Termination Assistance Period (whichever is the later);
 - 1.1.11. in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous twelve (12) Months;
 - 1.1.12. assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination

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Assistance Period or as otherwise specified by the Buyer (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);

- 1.1.13. providing an information pack listing and describing the Goods and Services for use by the Buyer in the procurement of the Replacement Services;
 - 1.1.14. answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Goods and Services within three (3) Working Days of receipt;
 - 1.1.15. agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Buyer Data to the Buyer and/or the Replacement Supplier;
 - 1.1.16. providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the Goods and Services to the Buyer and/or the Replacement Supplier;
 - 1.1.17. to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the 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
 - 1.1.18. following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Goods and Services and who are still employed or engaged by the Supplier or its Sub-contractors.
- 1.2. To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Goods and Services, the change management process and other standards and procedures to the operations personnel of the Buyer and/or the Replacement Supplier.
 - 1.3. The information which the Supplier shall provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 18.1(y) shall include:
 - 1.3.1. copies of up-to-date procedures and operations manuals;
 - 1.3.2. product information;
 - 1.3.3. agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier;
 - 1.3.4. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Call-Off Schedule 10;
 - 1.3.5. information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those

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expected to be in progress at the end of the Termination Assistance Period;

- 1.3.6. details of physical and logical security processes and tools which will be available to the Buyer; and
- 1.3.7. any relevant interface information.