sounds or data of whichever nature, whether enabled by wire or wireless means or by any other electromagnetic *System*, such as (but not limited to) training, consultancy, removal, installation, administration, management and maintenance, as further described in the framework contract.

IV.1.2. **Termination of Information Technology Contracts**

IV.1.2.1.   If the contracting authority terminates the framework contract pursuant to Article I.13 of the General Conditions and the contracting authority has been assigned the rights on *Commissioned Software* or has paid for maintenance of *Commissioned Software*, the contractor shall:

- hand over (immediately and without charge) the source code, build procedures, other *Software* dependencies (e.g. libraries) the *Software* plans, the access keys and the *Documentation* required by the contracting authority for the proper operation of the *Software*, insofar as the contractor has a legal right to do so;
- expressly undertake not to use such developments in the future and to purge any copies of the same from his equipment;
- undertake to keep every information in relation to the developed *Software* confidential even after the termination of the framework contract.

IV.1.2.2.   If the framework contract concerns the provision of Products as well as maintenance Services relating to these Products, the contracting authority has the right, if the circumstances justifying termination only concern the provision of the Products, to terminate only the part of the framework contract which concerns the provision of Products, while keeping the part of the framework contract relating to the maintenance Services in force.

IV.1.2.3.   In case of rental and leasing the contractor shall remove the Products or Systems at its expense within the time agreed upon between the Parties. The withdrawal of a Product shall be recorded in a withdrawal report quoting the framework contract and specific contract concerned.

IV.1.2.4.   The contractor shall not provide any Products or Services if the framework contract is not in force and if no specific contract has been entered into.

IV.1.3. **Formulation of Prices for IT Products, Software and Services**

IV.1.3.1.   In general, the contractor agrees to let the contracting authority, as a most favoured partner, benefit from its most advantageous prices.

IV.1.3.2. *Products*

Contractual prices for purchase of *Products* shall be expressed per unit. The prices quoted shall include delivery, installation and assembly where applicable.

Rental of *Products* shall be distinguished from leasing by the fact that, in the former, the framework contract shall not include any purchase value at the end of the rental period. In the case of leasing, the framework contract shall lay down the price for the purchase option at the end of the leasing period.

Maintenance of *Products* shall be expressed as a percentage of the purchase price or as an absolute figure. It may vary in proportion to the level of service as defined in the Contract, which shall be specified in each specific contract.