Schedule 11

EXIT MANAGEMENT PLAN

# INTRODUCTION

## This Schedule 11 (Exit Management Plan) sets out the principles of Exit Management that are intended to achieve an orderly transition of Authority Data from the Supplier to the Authority and/or other Replacement Supplier in the event of termination of all or part of this agreement or its expiry. Accordingly, references in this Schedule 11 (Exit Management Plan) to the termination of this agreement shall include termination of all and any part of this agreement and/or expiry of this agreement, where the context requires.

## The Charges for performing Exit Management, and the Termination Services shall be calculated, invoiced and paid in accordance with Schedule 8 (Charges and Payment) and (where provided for in this Schedule 11 (Exit Management Plan)) may also be subject to the Schedule 10 (Change Control).

# DUTY TO MITIGATE

## Unless the Authority otherwise requires (except in respect of paragraph 2.1.2 which shall only apply if the Authority so requests), during the time between service of a Termination Notice and such termination taking effect, the Supplier shall take those steps, which are reasonably necessary and consistent with its continuing obligations, to mitigate any and all losses, costs, liabilities and expenses which the Supplier may incur as a result of the termination of this agreement, including to:

### cancel any relevant capital and recurring cost commitments in connection with the provision of Services on the most cost-effective terms that can be achieved, having regard to the relevant circumstances at the time; and/or

### subject to paragraph 5.6 of Schedule 12 (TUPE), reduce labour costs by redeployment of Supplier’s Personnel (other than Key Personnel except where the Authority requires otherwise) to the extent this is reasonably possible in the circumstances and consistent with the Supplier's legal obligations to such Supplier’s Personnel.

## If the Supplier does not fulfil its obligations in accordance with paragraph 2.1, Authority shall not be liable to pay any sums pursuant to the agreement in excess of those which the Authority would have paid had such action been taken.

# CONTRACT LIFE OBLIGATIONS

## Each party will appoint an Exit Manager and provide written confirmation of such appointment to the other party within three (3) months of the Commencement Date. The Supplier's Exit Manager shall:

### be responsible for ensuring that the Supplier complies with this Schedule 11 (Exit Management Plan) and that the Sub-Contractors provide services and assistance as contemplated by this Schedule 11 (Exit Management Plan); and

### have the requisite authority to arrange and procure any resources of the Supplier and Sub-Contractors as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule 11 (Exit Management Plan).

## The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this agreement in whole or in part (as applicable), all matters connected with this Schedule 11 (Exit Management Plan) and each party's compliance with it.

# OBLIGATIONS TO ASSIST ON RE-TENDERING OR TRANSITION OF SERVICES

## The Authority recognises that the nature of the Services (and the fact that the Services are confidential to the Supplier) mean that on exit the Services, supporting operational processes and the Supplier’s Personnel (unless required by Law) will not transfer to the Authority and/or the Replacement Supplier.

## The Supplier recognises that any re-tendering exercise commenced by Authority in respect of all or part of the Services at any time during the Term must be fair and open, and in order to facilitate a smooth, timely re-tendering process, the Supplier shall (at the cost of the Authority calculated at the Professional Day Rates, such costs to be agreed in advance by the Authority) promptly and in the timescale set out by the Authority:

### provide all reasonable assistance that the Authority may require in connection with any re-tendering process;

### comply with the Authority’s reasonable requests in connection with any re-tendering process, which may include requests for such assistance and information as specified in paragraph 4.3;

### at the Authority’s request, review and comment upon any draft plans proposed by bidders during any re-tendering process;

### do or perform such other acts as may be reasonably required in order to assist the Authority with any re-tendering process, including, but not limited to, attending meetings with bidders; and

### not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure an orderly re-tendering process.

## In order to assist the Authority in preparing invitations to tender for, or in undertaking other procurement activities relating to, the performance of Replacement Services, the Supplier shall on request (at the cost of the Authority calculated at the Professional Day Rates, such costs to be agreed in advance by the Authority) promptly, and within the timescale set out by the Authority, provide to the Authority and/or to its potential Replacement Supplier(s) (subject to the potential Replacement Supplier(s) entering into reasonable written confidentiality undertakings with the Supplier and the Authority in respect of any Supplier's Confidential Information disclosed to it) the following information, subject to the terms of the written confidentiality undertakings referred to above when used or disseminated for the purposes set out in this paragraph 4.3:

### an inventory of Authority Data in the Supplier's possession or control (or in any Sub-Contractor's possession or control); and

### a copy of the Asset Register, updated by the Supplier up to the date of delivery of such Asset Register.

# EXIT MANAGEMENT PLAN

## No later than the date specified in the Implementation Timetable, the Supplier shall deliver to the Authority for the Authority’s approval in accordance with the Plan Approval Process a first draft of an Exit Management Plan, setting out the Supplier's proposed methodology in respect of an exit.

## The Exit Management Plan shall, as a minimum:

### contain separate mechanisms for dealing with an Ordinary Exit and an Emergency Exit;

### set out the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

### contain a detailed description of both the transfer and cessation processes, including a timetable applicable in the case of an Ordinary Exit (based on an assumed notice period of 12 months) and an Emergency Exit and a process for partial termination of this agreement;

### document how Authority Data will transfer to the Authority and/or other Replacement Supplier, including details of the processes, data transfer and security applicable. At the request of the Authority the Exit Management Plan shall anticipate a phased migration of Authority Data (not including the Supplier Materials) from the Supplier to the Authority and/or other Replacement Supplier in such manner as the Authority shall require;

### specify the scope of the Termination Services that may be required for the benefit of the Authority (including such of the Services set out in paragraph 6.1 below as are required by the Authority) and detail how such Termination Services would be provided (if required) during the Termination Assistance Period;

### set out procedures to deal with requests made by the Authority (which will include any reasonable requests made to the Authority by any Replacement Supplier) for information in respect of employees listed on the Supplier's Provisional Supplier Personnel List pursuant to Schedule 12 (TUPE); and

### address each of the issues set out in this Schedule 11 (Exit Management Plan) to facilitate the transition of Authority Data from the Supplier to the Authority and/or other Replacement Supplier with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

## The Supplier will review and (if appropriate) update the Exit Management Plan in the first month of each Contract Year (commencing with the second Contract Year) to reflect changes in the Services and following such update the Supplier will submit the revised Exit Management Plan to the Authority for approval in accordance with the Plan Approval Process.

## The Supplier will submit for the Authority’s approval in accordance with the Plan Approval Process the Exit Management Plan in a final form that could be implemented immediately:

### within 20 Working Days after the date of the Termination Notice; or

### not less than 6 months prior to the due date for expiry of this agreement.

## Until the agreement of the final form Exit Management Plan, the Supplier will provide the Termination Services in good faith and in accordance with the principles set out in this Schedule 11 (Exit Management Plan) and the last approved version of the Exit Management Plan (insofar as this still applies) and at the Charges and payment terms in respect of this Schedule 11 (Exit Management Plan) set out in Schedule 8 (Charges and Payment)

# TERMINATION SERVICES

## In addition to any other services and assistance that the Authority may require pursuant to this Schedule 11 (Exit Management Plan), and without prejudice to the content of the Exit Management Plan, the Termination Services to be provided by the Supplier during the Termination Assistance Period shall include such of the following services as the Authority may specify:

### assisting in the execution of a parallel operation until the effective date of expiry or termination of this agreement;

### answering all reasonable questions from the Authority regarding the Services;

### agreeing with the Authority and/or other Replacement Supplier a plan for the migration of Authority Data to the Authority and/or other Replacement Supplier. The Supplier will fully co-operate in the execution of the agreed plan (including, where required by the Authority, providing a complete and uncorrupted version of Authority Data in electronic form in the formats and on media agreed with the Authority), providing skills and expertise of a reasonably acceptable standard;

### ceasing all non-critical Supplier software changes (as defined from time to time by the Authority) unless otherwise required by the Authority;

### assigning and/or novating (or procuring the assignment or novation), to the Authority or the Replacement Supplier(s) at no cost to the Authority on terms and conditions no less favourable than those enjoyed by the Supplier, any licence (including software licences) and/or maintenance agreements or any other agreements or arrangements as the Authority may designate from time to time which exclusively relate to the provision or support of the Services; and

### with respect to work in progress at the end of the Termination Assistance Period (including in-flight projects), documenting the current status (including plans, risks, issues and current progress) and stabilising such work in progress for continuity during transition.

## In addition to any of the services detailed in paragraph 6.1 above, and without prejudice to the content of the Exit Management Plan, the following additional services shall be provided by the Supplier if agreed between the parties via the Change Control Procedure:

### delivery of elements of the Services beyond the Term;

### on request of the Authority (acting reasonably and in good faith), delivery of Termination Services in such phases as the Authority may specify.

# NOTIFICATION OF REQUIREMENT FOR AND PROVISION OF TERMINATION SERVICES

## The Authority shall be entitled to require the provision of Termination Services by notifying the Supplier to such effect in writing (**"Termination Assistance Notice"**) in accordance with the following principles:

### in respect of the expiry of this agreement, by giving the Supplier at least 4 months’ prior written notice before the date from which the Authority requires the Termination Services to be performed; or

### in respect of the termination of this agreement, as soon as reasonably practicable (but in any event, not later than 28 days) following the service of the Termination Notice.

## The Termination Assistance Notice shall specify the:

### date from which the Termination Services are required, which shall be:

#### no earlier than 12 months prior to expiry of this agreement; or

#### no earlier than the date of the relevant Termination Notice should this agreement be terminated prior to expiry of the Term;

### the nature of the Termination Services required; and

### the period during which it is expected that the Termination Services will be required (which, subject to paragraph 7.4, shall continue no longer than 12 months after the date from which the Termination Services are required, as referred to in paragraph 7.2.1).

## The Supplier shall provide the Termination Services as required by the Termination Assistance Notice and in accordance with the Exit Management Plan.

## The Authority shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 6 months and provided that the Authority shall notify the Supplier to such effect no later than 90 days prior to the date upon which the then current Termination Assistance Period would have expired.

## The Authority shall have the right to terminate its requirement for any Termination Services by serving not less than 28 days written notice upon the Supplier to such effect.

# END OF TERMINATION ASSISTANCE PERIOD

## At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and does not adversely affect the Supplier's compliance with the other provisions of this agreement):

### the Supplier shall cease use of all Authority Data and shall procure that each Associated Company and Sub-Contractor shall erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data (such erasure to put such data or content beyond recovery);

### the Supplier shall as soon as reasonably practicable, deliver to the Authority all property (including materials, documents, information and access keys) provided to the Supplier. Such property shall be handed back to the Authority in good working order (allowance shall be made for reasonable wear and tear); and

### each party shall return to the other party all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information.

## Except where this agreement provides otherwise, all licences, consents and authorisations granted by the Authority to the Supplier in relation to the Services and this agreement shall be terminated with effect from the end of the Termination Assistance Period.

# KNOWLEDGE TRANSFER

## During the Termination Assistance Period, upon request from the Authority to do so, the Supplier will transfer all training material used by or on behalf of the Supplier in connection with the provision of the Services.

## Any personnel of the Authority having access to any of the Supplier Premises shall:

### sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require);

### comply with the Supplier's health and safety and site security policies applicable in respect of said Supplier Premises to the extent that said policies have been communicated to the personnel; and

### not interfere with or disrupt the provision of the Services by the Supplier.