6.6 The *Contractor* shall ensure that all health and safety obligations are met whilst any transitional arrangements in respect of temporary accommodation are in place and shall provide the *Employer* with evidence to its reasonable satisfaction to prove that it has the correct level of public liability insurance in place as required by the Contract.

6.7 When implementing the Mobilisation Plan, the *Contractor* shall ensure that all possible care is taken to minimise the risks associated with Setting Up Operations to ensure a seamless change of control between the Incumbent Contractor(s) and the *Contractor.*

7 Management Information

7.1 The *Contractor* shall provide training to its Contractor Personnel and the *Employer*'s Personnel in the use of the CAFM System in accordance with the requirements of the Contract.

7.2 The *Contractor* shall assign an asset type code to all Assets held or to be held within the CAFM System. The *Contractor* shall be required during the Setting Up Period and throughout the Term, to ensure that all Assets for which the *Contractor* is responsible are assigned to the appropriate asset type code. All current Assets shall be assigned a code and the CAFM System shall be uploaded with such details within six (6) months from the Service Commencement Date.

7.3 The *Contractor* shall be required, during the Setting Up Period, to ensure that all Critical Assets / Critical Areas are denoted as critical within the CAFM System.

7.4 Where Data on Critical Assets is incomplete or unavailable during the Setting Up Period, the *Contractor* shall assess the scope of the Critical Assets and advise the *Employer* where there are Business Critical Assets or Assets requiring statutory maintenance, and denote this on the CAFM System.

7.5 The *Contractor* shall be required during the Setting Up Period to produce and compile, for each Affected Property where a cleaning

service is being provided, a full accommodation schedule of all the areas to be cleaned. The format of the accommodation schedules must be agreed in advance with the *Employer* but as a minimum the schedules shall provide a list of rooms requiring cleaning, the number of square metres in each room and the cleaning standard required in each area in accordance with Section 4, Schedule 3 – Price List.

7.6 During the Setting Up Period, the *Contractor* shall agree with the *Employer* the format and content of all reports to be provided to the *Employer* in line with requirements of Section 3, Schedule 5 - Management Information and ICT Requirements. The *Contractor* shall also develop a secure, resilient infrastructure for storage and access to the Management Information from the CAFM System.

8 TUPE

8.1 The *Contractor* shall recognise the importance of TUPE and be cognisant with Appendix 2 of Section 3 Schedule 3 (Specification of Services). TUPE consultation with the *Employer* and Trade Unions must begin at an early stage of the Setting Up Period and the *Contractor* must provide a measures document to the *Employer* no later than twenty eight (28) days from the Contract Date. The *Contractor* shall provide the *Employer* with any further measures they intend to take not later than fifty six (56) days from the Contract Date.

8.2 The *Contractor* shall attend a meeting with the *Employer*'s human resources team no later than fourteen (14) days following the Contract Date. The *Contractor* must make available the relevant specialist resource(s) for this meeting and thereafter to deal with all matters relating to TUPE including TUPE consultation meetings and TUPE roadshows.

8.3 No later than twenty eight (28) days of the Contract Date, the *Contractor* shall provide an initial Q&A document and introduction letter that will be shared with the *Employer* and Trade Unions and shall provide responses to questions raised in no more than one week of receipt of each question.

8.4No later than two (2) days of the Contract Date, the *Contractor* shall provide an initial presentation they propose to use at the first TUPE consultation meeting. As a minimum the initial presentation shall outline their proposed future structure; staffing numbers, proposed reductions, pension matters; proposed measures, uniform and timetable .

8.5 No later than fourteen (14) days of the Contract Date, the *Contractor* shall provide to the *Employer* their proposed material for the TUPE roadshows to cover as a minimum the proposed structure, staffing numbers and proposed staff reductions and measures for each Affected Property.

8.6 No later than fourteen (14) days of the Contract Date, the *Contractor* shall provide to the *Employer* their proposed communication plan outlining the key messages and timescales to convey during mobilisation and when draft material will be made available to the *Employer including the* template they intend to use for 1:1 meetings with staff. Compliance with the requirements of TUPE must form part of the *Contractor*'s communication plan.

8.7 No later than fourteen (14) days of the Contract Date, the *Contractor* shall provide to the *Employer* their engagement plan that as a minimum shall outline the key activities the bidder intends to undertake during mobilisation and when to engage and build relationships with the site and whether any NOMS resource will be required to support the activities;

8.8 No later than fourteen (14) days of the Contract Date, the *Contractor* shall provide to the *Employer* how they intend to manage existing service providers to the Affected Properties from a contractual and communication perspective

8.9 No later than fourteen (14) days of the Contract Date, the *Contractor* shall provide to the *Employer* how they intend to manage any subsequent TUPE related claims;

8.10 The *Contractor* shall submit an engagement plan to the *Employer* no later than fourteen (14) days from the Contract Date, which must outline key activities the *Contractor* will undertake during the Setting Up Period including when engagement with staff will commence for each Affected Property.

9 Mobilisation Deliverables

9.1 The *Contractor* shall achieve the Implementation Milestones by the relevant Implementation Milestone Dates and in accordance with the Mobilisation Plan.

9.2 The *Contractor* shall arrange at its own cost the deployment of all resources and takes all reasonable steps necessary to mitigate the risk or rectify the consequences of any delay or other Milestone Failure.

9.3 The *Contractor* shall monitor its own and it's Sub-Contractors' performance against the Mobilisation Plan.

9.4 The *Contractor* shall report its progress against the Mobilisation Plan to the *Employer* and provide the *Employer* with information containing sufficient detail:

- to enable the *Employer* to monitor the implementation of the *services* by the *Contractor*; and
- as may be reasonably required by the *Employer* to verify that the *Contractor*'s implementation measurement and monitoring tools accurately measure the *Contractor*'s and its sub-contractors' performance against the Mobilisation Plan.

9.5 The *Employer* may withhold the Retention in respect of each Implementation Milestone set out in the Mobilisation Plan pending satisfactory commencement of the *services* by the Service Commencement Date. The *Employer* shall promptly (and in any event no later than seven (7) days following completion of the relevant Implementation Milestones) notify the *Contractor* in writing of any such sums that it intends to withhold.

9.6 The *Contractor* shall submit for certification any Deliverables relating to an Implementation Milestone in accordance with the Mobilisation Plan.

9.7 The *Contractor* shall pay the *Employer* any reasonable costs incurred by the *Employer* in re-certifying or as a result of the *Contractor*'s failure

to Achieve the Implementation Milestone. The *Contractor* shall facilitate all queries from the *Employer* in respect of certifying and re-certifying an Implementation Milestone and shall provide such assistance and co-operation in accordance with the *Employer 's* reasonable instructions.

9.8 The *Employer* shall issue a Milestone Achievement Certificate to the *Contractor* within seven (7) days following successful completion of the Milestone Completion Criteria for an Implementation Milestone.

9.9 The *Contractor* remains at all times solely responsible for ensuring that the *services* are implemented in accordance with this Contract and that the Key Performance Indicators are met or exceeded once the *services* commence.

10 Milestone Failures

10.1 Where an Implementation Milestone is not Achieved, the *Employer* shall issue a report to the *Contractor* setting out details of such failure (**a "Non-conformance Report**") within two (2) Business Days. The *Employer* may then, at its discretion (acting reasonably and without waiving any rights in relation to the other options):

- issue a Milestone Achievement Certificate in respect of any parts of an Implementation Milestone that have met the Milestone Completion Criteria and pay to the *Contractor* the Retention held in respect of that Implementation Milestone; and/or

- issue a Milestone Achievement Certificate conditional on the remediation of a failure to meet one or more Milestone Completion Criteria which remediation shall be undertaken in accordance with a Rectification Plan agreed pursuant to Paragraph 11 (Rectification Plan); and/or

- refuse to issue a Milestone Achievement Certificate and require the *Contractor* to remedy the failure to meet the Milestone Completion

Criteria in accordance with a Rectification Plan agreed pursuant to Paragraph 11 (Rectification Plan); and/or

- pursue any financial remedy available to the *Employer* in accordance with the terms of this Agreement.

10.2 Where the *Employer* issues a conditional Milestone Achievement Certificate:

- a draft Rectification Plan shall be agreed by the *Employer* before the issue of a conditional Milestone Achievement Certificate although the *Employer* may, in its absolute discretion, agree to issue a conditional Milestone Achievement Certificate prior to its agreement of the Rectification Plan, in which case the *Contractor* shall submit a draft Rectification Plan for approval by the *Employer* within ten (10) Business Days of receipt of the Non-conformance Report; and

- the *Employer* may (but is not obliged to) revise the failed Implementation Milestone Date and any related, subsequent Implementation Milestone Date(s). Any amendment that is required to the Mobilisation Plan shall not be a *compensation event* and for the avoidance of doubt, the *Contractor* shall not be entitled to any additional payment.

10.3 Following completion by the *Contractor* of the Rectification Measures, the *Contractor* shall within the time period specified in the Non-conformance Report give a notice to the *Employer* that the Rectification Measures have been completed.

10.4 Within ten (10) Business Days of being notified, the *Contractor* shall, in accordance with the *Employer*'s instructions, repeat the relevant Milestone Test. If the *Employer* considers that the Implementation Milestone has been Achieved, the *Employer* shall issue the relevant Milestone Achievement Certificate.

10.5 If the *Contractor* fails to rectify a Milestone Failure to the satisfaction of the *Employer* such that the *Employer* has not issued the final Milestone Achievement Certificate by the Implementation Long-stop Date, the *Employer* may in its absolute discretion:

- carry out the Rectification Measures itself or by a third party, and in either case, the *Contractor* shall pay on demand the *Employer*'s reasonably and properly incurred costs of such rectification; or

- elect to terminate this Agreement in part or in full by notice having immediate effect pursuant to Clause 90.

11 Rectification Plan

11.1 The *Contractor* shall submit a draft Rectification Plan where:

- it becomes aware that it will not Achieve an Implementation Milestone by the Implementation Milestone Date; or

- it has failed to Achieve an Implementation Milestone, whether that failure arises because of:
    - a failure to submit any or all Deliverables in respect of that Implementation Milestone;
    - a failure to achieve the Test Success Criteria for that Implementation Milestone; or
    - (where there are no Testing Procedures in respect of the relevant Implementation Milestone), any other non-conformance in respect of that Implementation Milestone.

11.2 The Rectification Plan shall specify:

- the reasons for and consequences of the delay or other Milestone Failure;

- the steps that the *Contractor* proposes to take to rectify the Milestone in accordance with this Agreement ("**Rectification Measures**") and the time period by which these must be completed;

- the steps the *Contractor* believes the *Employer* should take in relation to the Rectification Plan.

11.3 The draft Rectification Plan shall be submitted to the *Employer* for its approval as soon as possible and in any event not later than ten (10) Business Days after the *Contractor* becomes aware of any delay or following the issue of a Non-conformance Report.

11.4 The *Employer* shall not withhold its approval of a draft Rectification Plan unreasonably. If the *Employer* does not approve the draft Rectification Plan it shall inform the *Contractor* of its reasons and the *Contractor* shall take those reasons into account in the preparation of a further draft Rectification Plan, which shall be resubmitted to the *Employer* within five (5) Business Days of the rejection of the first draft.

11.5 Following approval of the Rectification Plan by the *Employer*, the *Contractor* shall comply with its Rectification Plan and carry out the Rectification Measures within the time periods specified in the Rectification Plan.

12 Implementation Delays

12.1 If, at any time, the *Contractor* becomes aware that it will not (or is unlikely to) achieve any Implementation Milestone by the relevant Implementation Milestone Date it shall immediately notify the *Employer* of the fact of the delay and summarise the reasons for it.

12.2 The *Contractor* shall, in accordance with any relevant timescales or, where no timescales are set out, as soon as possible and in any event not later than ten (10) Business Days after the initial notification:

- give the *Employer* full details in writing of:
    - the reasons for the delay; and

- the consequences of the delay,

and the *Employer* shall be entitled to withhold the Price payable in respect of the relevant Implementation Milestone in respect of delayed Implementation Milestones until such time as the relevant Milestone Achievement Certificate is issued.

13 Repayment of Retention

13.1 The *Employer* shall pay to the *Contractor* any Retention held and not yet paid in respect of Implementation Milestones (if any Retention monies remain after being set off against any costs payable by the *Contractor* to the *Employer*) within 10 days following the last of the Milestone Achievement Certificates to be issued.

14 Delay damages

14.1 If the *Contractor* does not Provide the Services by the Planned Service Commencement Date the *Employer* shall issue a notice to the *Contractor* to that effect.

14.2 Where a notice has been issued pursuant to paragraph 14.1, the *Contractor* shall forthwith pay or allow to the *Employer* delay damages at a rate for each week or part thereof following the Planned Service Commencement Date up to and including the Services Availability Date equal to £80,000.

14.2 The *Contractor's* aggregate liability for delay damages under this paragraph 14 shall not, unless expressly agreed otherwise in writing, exceed £1,040,000.

14.3 The Parties acknowledge that the delay damages payable under this paragraph 14 are a genuine pre-estimate of the damages that will result from a failure by the *Contractor* to achieve the Services Availability Date by the Planned Service Commencement Date.

14.4 If any term, condition or provision of this paragraph 14 shall be held to be invalid, unlawful or unenforceable to any extent, the *Employer* is entitled to claim against the *Contractor* for damages for breach of contract up to a limit of £1,040,000.

Appendix A - Proposed Process for Mobilisation

Proposed Phases:	Commence Phase 1 (Initial Set-Up)
	Hold Initial Meeting
	Hold Progress Meeting
	Complete Phase 1 and Commence Phase 2 (Secondary Set-Up)
	Hold Progress Meeting
	Complete Phase 2 and Commence Phase 3 (Implementation)
	Hold Final Meeting
Items to be raised in Initial meeting:	Explain Phase 1 process & agree future meetings
	Discuss acquisition of data
	Introduce key Business Users, key contacts and share name details
	Review programme and outputs expected from Mobilisation process
	Explain key drivers of the region during this period and measures to minimise instructions
	Internal communication processes
	Work to provide Helpdesk promotional pack which also explains the processes
	Prepare training about CAFM system for *Employer*
	New Contractor's Mobilisation Programme requirements.
	What does new FM contractor need from Incumbents?
	What does *Contractor* need from the *Employer* and the Employer Approvals required
	Process for Validation of Standing and Asset Data
	HR/TUPE/Pensions activity in Mobilisation period
	Assess Contractor Personnel training requirements
	Escalation processes & Complaints Procedures
	What projects and repairs will not be complete by the end of the Mobilisation process?
Items to be in place by Completion of Phase 2:	All Contractor Personnel transferred, recruited and fully trained
	Contractor Personnel fully inducted in *Employer*'s requirements
	New Sub-contractors in place
	Security Clearances in place
	Asset registers and key data received.
	Helpdesk data loaded up with Assets, Pop ups & Standing Data
	Project Mobilisation Plan and 'Work Schedules' complete
	Communications complete
	CAFM system fully operational at minus 3 weeks Phase 2 and tested at minus 2 weeks Phase 2

	Phase 3 meetings arranged & Monthly review meetings organised
	Employer has all deliverables from Incumbents
	Contractor has all *Employer* approvals in place
	Contractor has all approvals in place
	What projects and repairs are still ongoing?
	Business Continuity Plans are in place
	Quality Assurance & Health and Safety plans in place
	Escalation processes discussed and agreed
	Interface agreements & Work Schedules in place for Phase 3
	Process for validation of Standing and Asset Data proposed
	Materials, Plant & Drawings handed over

SECTION 3

Service Information

Schedule 7 Business Continuity Plan

1. Purpose

1.1 The *Contractor* shall ensure that at all times, in respect of each Affected Property it maintains a Business Continuity Plan that complies with the requirements as set out within BS 25999 and the requirements set out in PSO 5900 section "Estates Contingency Planning", and provides such training, testing and physical exercises as the *Employer* may reasonably require.

2. Business Continuity Planning

2.1 The *Contractor* shall ensure each Business Continuity Plan provides for it to continue to deliver the *services* at each Affected Property in adverse situations including a failure of the *Contractor*'s own IT systems, failure of the Helpdesk service or CAFM System and temporary closure of the *Contractor*'s own premises. The *Contractor* shall collaborate with the *Employer* to ensure that the Business Continuity Plans interface seamlessly in supporting the *Employer*'s the continued operation of the Affected Property.

2.2 The *Contractor*'s Business Continuity Plan shall be consistent with, and comply in all respects with, the *Employer*'s arrangements and plans, which may vary between the Affected Properties. The *Contractor* shall refine its Business Continuity Plan and Business Recovery plan in consultation with the *Employer* within six months of the Service Commencement Date and not less than annually thereafter.

2.3 At the request of the *Employer*, the *Contractor* shall assist the *Employer* in testing the *Employer*'s Business Continuity Plans at each Affected Property at intervals to be agreed by the Parties.

2.4 The *Contractor* shall provide the *Employer* with such advice in respect of business continuity planning issues as the *Employer* may from time to time reasonably require. Such advice shall be of a practical nature and relate to the ongoing provision of the *services* at each Affected Property. The *Contractor* shall note that the acquisition and setting-up

of immediate replacement accommodation shall not be required as part of this service.

2.5 Such practical advice shall include issues such as the safe evacuation of the premises during an Emergency and the operation of Emergency systems (such as standby power generation).

2.6 The *Contractor* shall assist the *Employer* by ensuring that all *Contractor's* Personnel are aware of the protocols to be used in the case of an Emergency at each Affected Property and shall provide support in the compilation, planning, testing and implementation of the *Employer*'s emergency management procedures including evacuation drills. The *Contractor* shall be proactive in identifying areas of potential risk and seek ways to improve and enhance such procedures in collaboration with the *Employer*. The *Contractor* shall comply with the *Employer*'s Business Continuity Plan at each Affected Property included within the scope of this Contract at all times.

2.7 The *Contractor* shall comply with the Business Continuity Plan developed by the *Employer*. This plan shall include but not be limited to:

2.7.1 Responses to all potential Emergencies.

2.7.2 Actions and execution of contingency plans for each of the Business Units.

2.7.3 Compliance with legal requirements.

2.8 The *Contractor* shall ensure that *Contractor's* Personnel are trained to enact and comply with the Construction Business Continuity Plan and the *Employers* Business Continuity Plan at each Affected Property.

2.9 It shall be noted that at selected Affected Properties the *Employer's* Business Continuity Plan is confidential and the *Employer* will decide which information will be divulged to assist in the process. Any information divulged must be treated as confidential and must not be issued to others without the permission of the *Employer*.

SECTION 3

Service Information

Schedule 8 Exit and Transfer Arrangements

1. Purpose

1.1. This schedule is without prejudice to the provisions of clause 92 (Procedures on termination) of the Contract.

1.2. The purpose of this schedule is to specify the arrangements and obligations that both the *Employer* and *Contractor* shall make and/or have to ensure a smooth and effective exit and transfer of responsibility for the provision of all or part of the *services* from the *Contractor* to the *Employer* or a Replacement Contractor whenever all or part of the *services* cease to be provided by the *Contractor*.

1.3. This schedule provides a comprehensive, but not exhaustive, list of the main tasks both the *Employer* and *Contractor* shall undertake in order to ensure a smooth exit and transfer from the *Contractor* to the *Employer* or a Replacement Contractor. The *Contractor* acknowledges that the continued provision of the *services* or the implementation of replacement *services* is of paramount importance to the *Employer* and agrees that all the *services* must be maintained with the minimum of disruption to the *Employer* in the transition to a Replacement Contractor or the *Employer*.

1.4. No later than six (6) Months after the Service Commencement Date the *Contractor* shall agree a comprehensive Exit and Transfer Plan with the *Employer*. This plan shall be reviewed at no less than twelve (12) Monthly intervals throughout the duration of this Contract or at such more frequent periods as the *Employer*, acting reasonably, may require (having regard to the potential for *Employer* changes to the volume and type of service to be provided by the *Contractor*).

2. Re-Tendering of the Services

2.1. The *Contractor* shall appoint a nominated Data manager to oversee the provision of Data in relation to the re-tender of the *services*. The Data manager shall be appointed within fourteen (14) Days of receipt of a written notice from the *Employer* indicating that the *services* are to be re-tendered.

2.2. Prior to formal notice of expiry or termination of the Contract from the *Employer*, the *Contractor* shall provide such information as reasonably necessary for the *Employer* to run a competitive tender for re-supply for all or part of the *services*. The *Contractor* acknowledges that the re-tendering process could take in the region of eighteen (18) Months and that the *Employer* may require access to information and Contractor Personnel during this period in order to facilitate this process under the EU procurement regulations.

2.3. Particularly for the re-tendering period and for a period of twelve (12) Months before expiry or termination, the *Contractor* shall allow access by the *Employer* on its own behalf or on behalf of a Replacement Contractor to such information relating to the *services* as would aid a proper due diligence exercise prior to the assumption of replacement services including but not limited to access to information regarding:

2.3.1. Performance against the Key Performance Indicators ;

2.3.2. Third party contracts, subject to the *Contractor*'s right to ensure commercially sensitive information is not disclosed;

2.3.3. Change documentation;

2.3.4. Compliance with maintenance obligations in respect of the *services*;

2.3.5. Current incident log;

2.3.6. Last annual service review report; and

2.3.7. Previous twenty four (24) Months' Helpdesk statistics.

2.4. The *Contractor* shall within twenty eight (28) Days of being requested by the *Employer*, provide such reasonable Data as shall be required to facilitate the process. The Data will initially be used internally but will be released by the *Employer* to potential contractors provided that such potential contractors have provided a confidentiality undertaking relating to such Data.

2.5. The Data to be provided on request shall include but not be limited to:

2.5.1. The Affected Property related Data.

2.5.2. The provision of any other reasonable information as requested by the *Employer* to facilitate the re-tender of the *services* or any part of the *services*.

3. Exit and Transfer Plan

3.1. Upon notification by the *Employer* of the intent to terminate or at an agreed time prior to the expiry of this Contract, the *Contractor* shall, acting reasonably and with good faith, work with the *Employer* to prepare and finalise a suitable Exit and Transfer Plan to transfer the *services* to the *Employer* or the Replacement Contractor(s).

3.2. The Exit and Transfer Plan shall be maintained by the *Contractor* and made available to the *Employer* at all times. The Plan shall be subject to such reasonable changes as may be agreed, determined or required by the *Employer*.

3.3. The *Employer* and the *Contractor* shall comply with the obligations set out in the Exit and Transfer Plan.

3.4. Table 1 below gives an indication of the timescales allocated for activities required following notification of expiry and/or termination of the Contract. In the event that the *Employer* invokes the right to terminate all or part of the *services* with less than six (6) Months' notice to the *Contractor*, the *Contractor* shall use its best endeavours to complete the applicable activities within the available timescale (and the timings to which the table below refers shall be adjusted accordingly).

3.5. In the event that an Exit and Transfer Plan has not been prepared, finalised and agreed (both parties acting reasonably and in good faith) within ten (10) Days of such notification by the *Employer* then the *Employer* shall itself generate the Exit and Transfer Plan or commission a suitably qualified third party (who shall act impartially) to produce the Plan on its behalf with the cost for producing the Plan borne by the *Contractor*. The parties shall not unreasonably withhold their approval of the third party plan. Any dispute in respect of the Plan shall be dealt with via the dispute resolution procedure.

Table 1

Task	Time (T = termination or expiry date)	Responsible
General		
Appoint Closure Programme Manager	T - 6 Months	*Contractor*
Appoint *Employer* exit programme transition manager	T – 6 Months	*Employer*
Form Exit Programme Board	T - 6 Months	*Employer*
Finalise complete Exit and Transfer Plan	T - 4 Months	*Employer* and *Contractor*
Agree contingency plan	T - 4 Months	*Employer* and *Contractor*
Assets		
Provide list of all other Assets used - not eligible for transfer	T - 6 Months	*Contractor*
Provide list of all Equipment used - not owned by *Employer*	T - 6 Months	*Contractor*
Provide list of all Equipment used - *Employer* owned	T - 6 Months	*Contractor*
Notification of Assets to transfer	T - 4 Months	*Employer*
Identify Assets to be installed at *Employer* locations	T - 4 Months	*Employer* and *Contractor*
Proposal submission for continued use of non transferable Assets	T - 3 Months	*Contractor*
Agree cost of transfer of Assets (not owned by *Employer*)	T - 3 Months	*Employer* and *Contractor*
Agree cost of installation of Assets on Affected Property	T - 3 Months	*Employer* and *Contractor*
Notification of acceptance\decline of proposal for continued use	T - 2 Months	*Employer*
Devise complete Asset transfer plan	T - 1 Month	*Employer* and *Contractor*
Agree complete Asset transfer plan	T - 1 Month	*Employer* and *Contractor*
Licenses		
Provide details of all software required to deliver the Service	T - 6 Months	*Contractor*
Notification of software to transfer	T - 4 Months	*Employer*
Agree cost of transfer	T - 3 Months	*Employer* and *Contractor*
Proposal submission for continued use of non transferable software	T - 3 Months	*Contractor*
Devise software transfer plan	T - 2 Months	*Employer* and *Contractor*
Notification of acceptance \ decline of proposal for continued use	T - 2 Months	*Employer*
Agree software transfer plan	T - 1 Month	*Employer* and *Contractor*

Task	Time (T = termination or expiry date)	Responsible
Employer Data		
Provide list of all Employer Data used in the delivery of the *services*	T - 6 Months	*Contractor*
Proposal for testing integrity of Data	T - 6 Months	*Contractor*
Work In Progress		
Provide project plans for outstanding projects	T - 6 Months	*Contractor*
Agree final date for passing of orders to *Contractor*	T - 6 Months	*Employer* and *Contractor*
Provide list of outstanding orders from *Contractor*'s order management system	T - 6 Months	*Contractor*
Training Services		
Identify training requirements for the *Employer*	T - 6 Months	*Employer* and *Contractor*
Production of training strategy	T - 4 Months	*Contractor*
Submit training proposal and costs to *Employer*	T - 2 Months	*Contractor*
Placement of order for training	T - 2 Months	*Employer*
Devise training material	T - 1 Month	*Contractor*
Use of Premises		
Submission of timetable of vacation of premises	T - 1 Month	*Contractor*
Contractor Staff Transfer		
Provide final details of Contractor Staff subject to TUPE transfer	T - 2 Weeks	*Contractor*
Employer notify *Contractor* and Replacement Contractor of necessary Contractor Staff for transfer	T - 5 Months	*Employer*
Notify Contractor Staff of potential TUPE Application	T - 4 Months	*Contractor*
Cost proposal for usage of Contractor Staff	T - 4 Months	*Contractor*
Acceptance of proposal for Contractor Staff usage	T - 4 Months	*Contractor*
Forward terms and conditions of employment to the *Employer*	T - 3 Months	*Contractor*
Notification of intention to transfer TUPE staff	T - 3 Months	*Employer*
Commence Contractor Staff consultation programme	T - 3 Months	*Employer*, *Contractor*, Replacement Contractor
Begin Exit Transition	T = 0	
Transfer of Service Support activities		
Transfer Assets	T + 1 Week	*Contractor*
Transfer licenses	T + 1 Week	*Contractor*
Transfer Employer Data	T + 1 Week	*Contractor*
Set up new Helpdesk facility	T + 1 Week	Replacement contractor

Task	Time (T = termination or expiry date)	Responsible
Transfer staff	T + 1 Week	*Employer*, *Contractor*, Replacement Contractor
Exit complete	T + 4 Weeks	*Employer*

4. Responsibilities of the Employer and the Contractor

In order to ensure the effective exit and transfer it is imperative that the *Employer* and the *Contractor* work together and co-operate fully with each other and any Replacement Contractor. For the duration of such exit and transfer the following will apply:

4.1. The Employer and the *Contractor* shall co-operate and act reasonably with each other and any third parties to ensure that delivery of the *services* is not impacted.

4.2. The *Employer* and the *Contractor* shall update the agreed Exit and Transfer Plan as necessary.

4.3. The *Contractor* shall allow reasonable access to any Replacement Contractor to the Affected Property. For the avoidance of doubt the *Contractor* shall be given relief from its responsibilities in respect of Section 4, Schedule 4 - Key Performance Indicators for any interference caused by the Replacement Contractor that materially hinders or impedes the *Contractor*'s ability to provide the *services*. Otherwise, Section 3, Schedule 3 - Outline Specification of Services and Section 4, Schedule 4 - Key Performance Indicators shall continue in force until expiry of the Contract or the termination date of this Contract.

4.4. The Parties shall, as a minimum, maintain the same levels of staffing for delivery of the *services* as before the exit and transfer was invoked.

4.5. The Parties shall ensure that the terms of this Contract are complied with in relation to expiry and/or termination and the consequences of the same.

4.6. The Parties shall review progress against the Exit and Transfer Plan at regular meetings, which will include the updating of the Risk Management Plan.

5. Responsibilities of the Employer

The Employer shall undertake the responsibilities ascribed to the Employer listed in Table 1, including, but not limited to the following

5.1. Nominate an Exit Programme Transition Manager.

5.2. Continue to manage communications with the *Contractor* during the period of exit and transfer to the Replacement Contractor.

5.3. Agree with the *Contractor* and maintain a procedure to request exceptions, changes and additions to the Exit and Transfer Plan.

5.4. Endeavour to provide access to the Affected Property for the *Contractor* to remove its Equipment as required at its own cost. Such access will be granted during normal working hours except where either exceptional circumstances or local Affected Property regulations preclude this.

5.5. Endeavour to ensure that the configuration of any systems connected during the exit and transfer does not impact on the ability of the *Contractor* to discharge its obligations under the terms of this Contract.

5.6. Endeavour to ensure that any activities performed by or actions taken by a Replacement Contractor during the exit and transfer do not impact on the ability of the *Contractor* to discharge its obligations under the terms of this Contract, where it is still required to do so.

5.7. Endeavour to ensure that the *Contractor* is not unduly restricted in performing its obligations in the exit from this Contract and transfer to the Employer or Replacement Contractor.

5.8. Manage any Replacement Contractor to ensure that any transfer of responsibilities is not unreasonably rejected.

5.9. Carry out site visits to each Affected Property.

5.10. Be entitled to access necessary Data / systems.

6. Responsibilities of the Contractor

In order to ensure that the exit and transfer is effective and meets the requirements of the Employer, the *Contractor* shall undertake the responsibilities ascribed to the Contractor listed in Table 1, including, but not limited to the following

6.1. Allocate a Closure Programme Manager to manage the Exit and Transfer Plan as finalised and agreed between the *Contractor* and the *Employer* prior to the date on which the Contract is terminated (or such subsequent date as the *Employer* in its sole discretion may select).

6.2. Continue to deliver its obligations in accordance with this Contract.

6.3. Continue to publish reports in accordance with the Contract.

6.4. Continue to operate the same delivery structure for the duration of the *services* up to expiry and/or termination.

6.5. Apply for access to any Affected Property in order to remove Equipment where relevant. Such access will be in accordance with the timescales of the Exit and Transfer Plan and will be in conjunction with the *Employer* and any relevant Replacement Contractor(s) and/or advisors.

6.6. Develop and maintain a Exit and Transfer Risk Register throughout the exit and transfer period.

6.7. Provide appropriate exit and transfer support to any relevant Replacement Contractor(s) and/or advisors, including but not necessarily limited to: timely provision of relevant documentation such as technical specifications, software and documentation, issues logs and such other information as the *Employer* / Replacement Contractor(s) may reasonably require ensuring an orderly handover without disruption to the *services*. The *Contractor* shall allow access for any relevant

Replacement Contractor(s) for the purpose of parallel running to allow timely sharing of data, handover of service responsibility and testing of systems, processes and procedures.

6.8. Retain Data for audit purposes.

6.9. Provide appropriate access to Replacement Contractor and/or Third Party Service Providers.

6.10. Support the development and implementation of revised definitions of the *services* and revised parameters for the *services* and a suitable handover approach as appropriate to support any partial termination of the *services*.

6.11. Suitably modify its actions and responsibilities in the event of partial termination and exit.

7. Contractor Closure Programme Manager

The Closure Programme Manager shall have responsibility for the following activities in respect of the overall Exit and Transfer Plan including, that include but are not limited to the following:

7.1 Report on progress and seek timely closure of each activity contained within the Exit and Transfer Plan with the *Employer*.

7.2 Full planning and management responsibility of the Exit and Transfer Plan from concept through to implementation and support including the preparation of the programme for the Exit and Transfer Plan.

7.3 The delivery of the entire Exit and Transfer Plan to agreed levels of quality, on time, within budget, in accordance with agreed plans.

7.4 Management of third party contributions to the Exit and Transfer Plan.

7.5 Management of the interfaces and communications between the *Contractor*'s internal departments and the *Employer*.

7.6 Management of risks, issues, dependencies and changes to the *services*.

7.7 Monitoring programme for the Exit and Transfer Plan.

7.8 Reporting progress of the Exit and Transfer Plan to the Exit Programme Transition Manager and the *Contractor*'s management.

7.9 The co-ordination of all key resources for the Exit and Transfer Plan.

7.10 Adopting best practice project and programme management principles.

7.11 Ensuring that the *Contractor*'s obligations under the Exit and Transfer Plan are met and its activities are carried out on a timely basis and in accordance with the programme for the Exit and Transfer Plan.

8. Employer Exit Programme Transition Manager

The *Employer* shall employ a manager (the "Exit Programme Transition Manager") who shall be responsible for the following in respect of the Exit and Transfer Plan and activities to be carried out by the *Employer* and its nominated third parties, including any Replacement Contractor(s). The Exit Programme Transition Manager shall be responsible for the management of *Employer* transition activities to ensure a seamless operational environment. The *Employer* shall delegate authority to the Exit Programme Transition Manager to carry out the *Employer's* transition activities including, but not limited to the following:

8.1. Planning and management responsibility of *Employer* activities in the programme from concept through to implementation and support

8.2. The delivery of the *Employer* activities to agreed levels of quality, on time, within budget, in accordance with agreed plans.

8.3. Management of the interfaces and communications between the *Contractor*, the *Employer* and the Replacement Contractor.

8.4. Management of risks, issues, dependencies and changes to the *services*.

8.5. Monitoring programme progress.

8.6. Reporting programme progress to the *Employer*.

8.7. The co-ordination of *Employer* resources for the programme.

8.8. Providing reasonable support as required to the *Contractor*'s Closure Programme Manager including input to, review and sign off of the agreed Exit and Transfer Plan.

8.9. Ensuring that *Employer* obligations under the Exit and Transfer Plan are met and its actions are carried out on a timely basis.

9. Exit Transition

To ensure the effective handover of the *services*, the *Employer's* Exit Programme Transition Manager shall meet with the *Contractor*'s Closure Programme Manager on a regular basis to:

9.1. Ensure the Exit and Transfer Plan is delivered to the necessary requirements and standards.

9.2. Approve variations to the Exit and Transfer Plan.

9.3. Ensure any changes to requirements, or standards are documented and issued to the relevant parties.

9.4. Ensure the sign-off on completion of all activities within the Exit and Transfer Plan.

9.5. Ensure notification of closure of each activity to all parties concerned.

9.6. Record all activities within the Exit and Transfer Plan to a level that enables future auditing.

10. Data

10.1. During the course of the delivery of the *services*, the *Contractor* shall have generated and shall be managing Data on behalf of the *Employer*. Upon commencement of the Exit and Transfer Plan, the *Contractor* shall produce a list of all relevant Data, including but not limited to that detailed below. For the avoidance of doubt, the *Employer* shall additionally be able to request this information at any time during the Term of this Contract:

10.1.1. Asset databases.
10.1.2. Fault history.
10.1.3. Maintenance history.
10.1.4. Mechanical and electrical schedules.
10.1.5. All other relevant Data.

10.2. The format of the Data will be agreed between the *Employer* and the *Contractor*.

10.3. At the point of exit, or at such earlier date (to be set out in the Exit and Transfer Plan) as reasonably required for a smooth transfer of the *services*, and in line with the agreed Exit and Transfer Plan, the *Contractor* shall make available the databases required for the ongoing management and control of the *services*, currently in the control of the *Contractor*. These databases shall include but not be limited to:

10.3.1. Each Affected Property list.
10.3.2. Main Equipment Asset database.
10.3.3. Hard facilities management *services* for each Affected Property.
10.3.4. Soft facilities management *services* for each Affected Property.
10.3.5. Pre-planned maintenance database.
10.3.6. Project works.
10.3.7. Work in progress.

11. Licensing

Without prejudice to the obligations in Clause Z/70 - Rights to material - of the Contract in performing the *services*, the *Contractor* may operate a number of

systems and tools of which some may be either 'off the shelf', manufacturer-specific or custom-developed. In the event that the *Contractor* owns the Intellectual Property Rights and licences, and if it is consistent with the plans of the Replacement Contractor and the *Employer*, the *Contractor* shall novate all licences to the *Employer* or to the Replacement Contractor to ensure continued usage.

12. List of the Services

12.1. The *Contractor* shall maintain a list of the *services* delivered and the delivery mechanism for transfer to a Replacement Contractor. It shall give the Replacement Contractor an opportunity to understand how the *services* are delivered. Training shall be arranged and provided by the *Contractor* as part of the Exit and Transfer Plan.

12.2. Detailed *service* records and materials such as procedure manuals, specifications, training material etc. shall all be updated, maintained and provided at exit and transfer.

12.3. As part of the Exit and Transfer Plan, the *Contractor* shall make available for transfer to a Replacement Contractor all relevant management information systems utilised to manage the *services*. This information shall include but not necessarily be limited to the following:

12.3.1. Logged calls to the Helpdesk;
12.3.2. Order log;
12.3.3. Complaints log;
12.3.4. Outstanding items report;
12.3.5. Disputes; and
12.3.6. Policies where necessary and specifically used for the delivery of the *services*.

13. Contracts

13.1. A list of contracts that the *Employer* wishes the *Contractor* to novate to the *Employer* and/or Replacement Contractor shall be provided.

13.2. The *Contractor* shall be responsible for entering into Sub-contracts that are freely transferable to the *Employer* and/or (where the third party counterparty agrees) a Replacement Contractor or otherwise to be novated at reasonable cost and terms and the *Contractor* shall provide all support necessary in any handover process. The *Employer* shall have the right to require the *Contractor* to novate any Sub-contracts or relevant rights and obligations that relate exclusively to the *Contractor*'s Provision of the *services*. Where possible, such novation costs shall be agreed with the *Employer* prior to termination.

14. Exit and Transfer Risk Register

After agreement of the complete Exit and Transfer Plan, the *Contractor* shall produce and manage an Exit and Transfer Risk Register. The *Contractor* shall be responsible for managing these risks as far as it is able and shall provide sufficient information and support as reasonably necessary for the *Employer* to incorporate such risks and mitigation into its own risk management tools and systems.

15. Contingency Plan

Upon agreement of an Exit and Transfer Plan, the *Contractor* shall assist the *Employer* in producing a contingency plan indicating how the *Contractor* may be able to assist the *Employer* in the delivery of the *services* should the transfer to the Replacement Contractor be unsuccessful for any reason. The Exit and Transfer Plan shall include a decision point (cut off point) as to when the decision to implement such a contingency plan shall be made.

16. Ongoing Activities

16.1. To ensure that effective closure is achieved with regard to ongoing project work and day-to-day activities and tasks, the *Contractor* shall provide the *Employer* with details of all such work in progress. As part of the Exit and Transfer Plan, completion details shall be agreed with the *Employer*.

16.2. This information as well as any project plans generated by the *Contractor*'s project management team that are in progress at the time, shall be supplied via the CAFM System or as otherwise agreed with the *Employer*.