



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 9
EXIT MANAGEMENT

Front End Services (FES) UK

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1. INTRODUCTION

- 1.1 This Schedule sets out the principles of the exit and service transfer arrangements which the Supplier or its Sub-contractors (where applicable) should comply with in order to achieve the orderly and efficient termination or transition of the Services to the Authority or a successor supplier.

2. EXIT MANAGEMENT PLAN

Purpose

- 2.1 This Paragraph 2 sets out the matters to be included in the Exit Management Plan.

Detailed Exit Management Plan Criteria

- 2.2 The Supplier shall submit within nine (9) months after the Effective Date, for the Authority's approval, a detailed Exit Management Plan for the cessation of the Services; or the seamless transition of the Services to the Authority or a third party. The Exit Management Plan shall include (without limitation) the following:
- 2.2.1 Details of a suitable representative ("**Exit Manager**") to manage the process of exit on a day-to-day basis.
 - 2.2.2 Detailed timelines for cessation of the Services.
 - 2.2.3 A plan for the transition of personnel, to the Authority or a third party. Where any TUPE issues shall be dealt with in accordance with Schedule 24 (**Staff Transfer**). The plan shall include a list, by reference to each part of the Services, of the staff resources and Key Personnel (if any) used to provide such Services.
 - 2.2.4 All relevant process maps and Management Information related to the Services.
 - 2.2.5 Rules and procedures which will be adopted by the Supplier so as to ensure that it does not make inappropriate use of, or gain an unfair advantage as a result of, any information gained by the Supplier during any process for any subsequent procurement or tendering of the Services (or their equivalent or any part thereof).
 - 2.2.6 Assumptions and requirements in relation to the input required by the Authority or a third party (as the case may be) necessary in order to discharge its responsibilities as set out in the proposed Exit Management Plan.

2.2.7 If applicable a detailed programme for the transfer process for use in conjunction with the Authority or a third party in the event that the Services (or their equivalent or any part thereof) are transferred to the Authority or a third party including details of:

- a) The means to be used to ensure an orderly and prompt transfer of responsibility for providing the relevant Services to the Authority or a third party while maintaining continuing provision of the Services throughout the transfer process or until the cessation of the Services (or their equivalent or any part thereof).
- b) The process for handing responsibility for any work in progress and/or ongoing liabilities to any successor provider.
- c) The management structure to be employed during transfer.
- d) All relevant Management Information, operational data, intellectual property and such licences as may be applicable.
- e) Plans for communication with Supplier Personnel and the Authority's staff, and suppliers to avoid any detrimental impact on the Authority's operations as a result of undertaking the transfer.
- f) Plans for provision of contingent support to the Authority for a reasonable period after transfer for the purposes of providing services or replacing the Services.
- g) A detailed plan for the decommissioning and disconnection of IT, hardware, software and the methods of safely and securely transferring all data stored to the Authority, in a format supported by the Authority.
- h) The Asset Register and plans for transfer of assets to the Authority or a third party provider (if applicable); this shall include manuals and licences where applicable.

2.3 The Supplier shall review and (if appropriate or if requested by the Authority) update the Exit Management Plan on a basis consistent with the principles set out in this Schedule. Exit Management Plan updates shall be by no later than the end of the third (3rd) month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Management Plan was last agreed.

3. OBLIGATIONS

- 3.1 On expiry or the earlier termination of the Terms and Conditions, the Supplier shall:
- 3.1.1 Comply with the provisions of the Exit Management Plan, at no cost to the Authority.
 - 3.1.2 Cease operation of the Contract on the date specified in the Exit Management Plan.
 - 3.1.3 Cease offering Appointments/Enrolments for immigration purposes on the date specified in the Exit Management Plan.
 - 3.1.4 Comply with any transitional arrangements as required to do so by the Authority.
 - 3.1.5 Cease promoting the Service in association with the Authority and if so required by the Authority, to deliver up all copies of associated literature promoting the relationship.
 - 3.1.6 At the direction of the Authority:
 - a) provide the Authority with a complete and uncorrupted version of the Authority Data in a format and on media agreed with the Authority; and
 - b) on the earlier of the receipt of the Authority's written instructions or twenty four (24) months after the date of expiry or termination of the Terms and Conditions, destroy all copies of Authority Data.
 - 3.1.7 At the request of the Authority, display a notice in a form approved by the Authority at the entrance to each Service Point Location (or such other location as reasonably required by the Authority) to inform potential Applicants that the Supplier is no longer associated with the Authority and the Service, directing such person to the Authority's approved Supplier(s).
 - 3.1.8 At the request of the Authority, give notice, in a form approved by the Authority to the Sub-contractors to inform such persons that the Supplier is no longer associated with the Authority and the Service.
- 3.2 Except where the Terms and Conditions provide otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to

the Service shall terminate automatically with effect from the expiry or earlier termination of the Terms and Condition.

4. ASSISTANCE PRIOR TO TRANSFER OF THE SERVICES

- 4.1 The Supplier shall continue to provide the Termination Services, and to assist with exit management throughout the Exit and Termination Assistance Period.
- 4.2 Prior to the Exit Period, the Supplier shall produce a Termination Assistance Notice. This document will include for the need to create and maintain a register of all:
- a) a register of all-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Service.
 - b) a configuration database detailing the technical infrastructure and operating procedures through which the Supplier or its Sub-contractors provides the Services, which shall contain sufficient detail to permit the Authority or a third party to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption.

5. CO-OPERATION WITH OTHER PARTIES

- 5.1 Co-operate with other parties, including, but not limited to the Authority, and any incoming supplier to effect the smooth transfer of service provision.
- 5.2 Provide a suitable representative ("**Exit Manager**") to manage the process of exit on a day-to-day basis.

6. APPORTIONMENTS

- 6.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier or (as nominated by the Authority) the Replacement Suppliers and the Supplier (as applicable) as follows:
- a) the amounts shall be annualised and divided by 365 to reach a daily rate;
 - b) the Authority shall be responsible for (or shall procure that the Replacement Suppliers 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

- c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice, subject to satisfactory completion of actions and obligations set out in the Exit Management Plan.

6.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Suppliers shall pay) any monies due under Paragraph 6.1 as soon as reasonably practicable