

**SCHEDULE 27**

**TRANSITION PLAN AND TRANSFORMATION PLAN**

**PART 1**

**TRANSITION PLAN**

1. Notwithstanding Clause 3.1, the Contractor shall not be required to provide the Services set out in paragraphs R1 to R9 and paragraph OM4(i) of Schedule 7 (Services Output Specification) and paragraphs 12 and 17 of Schedule 10 (Interfaces) until three months after the Amendment Date.
2. The Contractor shall have in place on the Amendment Date a transition plan which:
  - (i) has been prepared in accordance with Good Industry Practice and initialled for the purpose of identification by the Authority and the Contractor;
  - (ii) includes the milestones for completion of the Annual Service Plan for the First Contract Year and the Second Contract Year;
  - (iii) reasonably demonstrates to the Authority that the Contractor is able to provide the Services set out in paragraph 1 and can meet its obligations in accordance with the terms of this Agreement; and
  - (iv) sets out the steps that the Contractor will take in order to meet its obligations and provide the Services set out in paragraph 1 (**Transition Plan**).
3. The Contractor shall ensure that the Transition Plan is sufficiently detailed as necessary to manage the transition and includes:
  - (i) a list of milestones and the deliverables against those milestones;
  - (ii) the due dates for the achievement of the milestones;
  - (iii) details, in clear individual sections, of any specific activities including stakeholder engagement, service delivery and HR and ICT solutions;
  - (iv) a list of identified risks relating to the achievement of the milestones and plans for risk mitigation;
  - (v) details of its supply chain and all external dependencies; and
  - (vi) details of its resourcing arrangements and principal personnel,in each case in relation to the implementation of the Transition Plan to enable the provision of the Services set out in paragraph 1.

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4. The Contractor shall monitor its performance against the Transition Plan and update the Transition Plan at the end of each month following the Amendment Date and shall provide the Authority with a copy of that updated Transition Plan within five Business Days after the end of each month.
5. The Contractor shall not amend the due date for the achievement of a milestone in an update of the Transition Plan without the prior written consent of the Authority.
6. Subject to paragraph 5, if the Contractor makes a material change to the Transition Plan, it shall provide the Authority with a copy of the new Transition Plan within five Business Days after making that change.
7. The Authority shall be entitled at any time to make representations to the Contractor that certain changes to the Transition Plan should be made and the Contractor shall take those representations into account in an updated Transition Plan.
8. The parties shall resolve all Disputes under this Part 1 of Schedule 27 in accordance with the Dispute Resolution Procedure.

**PART 2**

**TRANSFORMATION PLAN**

1. The Contractor shall have in place on the Amendment Date a transformation plan (**Transformation Plan**) which is sufficiently detailed as necessary to manage the implementation of the relevant activities specified in Schedule 8 (**Services Delivery Proposals**) and:
  - (i) shall be initialled for the purpose of identification by the Authority and the Contractor;
  - (ii) includes a list of the milestones (**Transformation Milestones**) and the key transformation deliverables against those milestones set out in paragraph 7 (below);
  - (iii) includes the due dates for the achievement of the Transformation Milestones;
  - (iv) includes details, in clear individual sections, of any specific activities including stakeholder engagement, service delivery and HR and ICT solutions;
  - (v) includes a list of identified risks relating to the achievement of the Transformation Milestones and plans for risk mitigation;
  - (vi) includes details of its supply chain and all external dependencies; and
  - (vii) includes details of its resourcing arrangements and principal personnel.
2. The Contractor shall monitor its performance against the Transformation Plan and update the Transformation Plan at the end of each quarter following the Amendment Date and shall provide the Authority with a copy of that updated Transformation Plan within five Business Days after the end of each quarter.
3. The Contractor shall not amend the due date for the achievement of a Transformation Milestone in an update of the Transformation Plan without the prior written consent of the Authority.
4. Subject to paragraph 3, if the Contractor makes a material change to the Transformation Plan, it shall provide the Authority with a copy of the new Transformation Plan within five Business Days after making that change.
5. The Authority shall be entitled at any time to make representations to the Contractor that certain changes to the Transformation Plan should be made and the Contractor shall take those representations into account in an updated Transformation Plan.
6. The parties shall resolve all Disputes under this Part 2 of Schedule 27 in accordance with the Dispute Resolution Procedure.
7. The Contractor shall meet the Transformation Milestones by the following dates: