
**DEFENCE AS A PLATFORM
TSP FINAL SCHEDULE 12
EXIT MANAGEMENT**

SCHEDULE 12

EXIT MANAGEMENT

Capitalised terms used but not defined in this Schedule are defined in Clause 1.1 (*Definitions and Interpretation*).

1. INTRODUCTION AND GENERAL PROVISIONS

This Schedule sets out the Contractor's obligations to:

- 1.1.1 appoint a Contractor Exit Manager (as defined below);
 - 1.1.2 describe the general provisions relating to Exit, such as the Contractor's obligation to provide Exit Plan(s) and Exit Management Information;
 - 1.1.3 describe the Exit Plans; and
 - 1.1.4 describe the activities and obligations during Exit Periods and Re-Procurement Periods.
- 1.2 Except as expressly stated in any Exit Plan approved by the Authority, the obligations stated in this Schedule shall be in addition to, and not in substitution for the provision of the Services and the Contractor shall continue to provide the Services on the terms and conditions of this Agreement.
- 1.3 Any material breach of the obligations that the Contractor is obliged to perform pursuant to this Schedule during the Re-Procurement Period or the Exit Period shall be a material breach of this Agreement.
- 1.4 If the Contractor reasonably considers that any of its obligations under this Schedule are likely to overlap with, repeat or duplicate activities required to be undertaken as part of any Work Package Services ("**Overlapping Exit Services**"), it shall promptly provide the Authority with an explanation of such actual or potential Overlapping Exit Services. Following receipt of such explanation, the Authority may agree to waive all or part of the Contractor's obligations under this Schedule to the extent that they would constitute Overlapping Exit Services.
- 1.5 The Contractor shall appoint a person for the purposes of managing its obligations under this Schedule (the "**Contractor Exit Manager**") and provide written notification of such appointment to the Authority within five (5) Working Days following a request by the Authority or the first Working Day following receipt of a Termination Notice.
- 1.6 For the avoidance of doubt, the Contractor is entitled to appoint an existing Contractor Person to the role of Contractor Exit Manager in accordance with Paragraph 1.5.
- 1.7 The Contractor Exit Manager shall be responsible for ensuring that the Contractor, the Approved Subcontractors and the Contractor Personnel comply with this Schedule. The Contractor shall ensure that the Contractor Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with its obligations set out in this Schedule.

2. EXIT MANAGEMENT INFORMATION

- 2.1 The Contractor shall maintain up-to-date details of the following information in a form that can be readily accessed by the Authority or a Replacement Contractor (and shall identify which of the following items the Contractor anticipates will transfer to the Replacement Contractor):
- 2.1.1 details of all material assets (including licences) used in the provision of the Services;
 - 2.1.2 details of all material agreements used in the provision of the Services;
 - 2.1.3 details of all software and data used in the provision of the Services;

- 2.1.4 details of all Contractor Personnel used in the provision of the Services; and
- 2.1.5 details of any on-going projects or other work carried out pursuant to this Agreement,
(together, the "**Exit Management Information**").
- 2.2 The Contractor shall provide the Exit Management Information to the Authority promptly on request, (and no later than thirty (30) Working Days from the date that such request is received by the Contractor, unless otherwise agreed in writing by the Authority).
- 2.3 Each time the Contractor provides the Authority with information required under this Schedule, the Contractor shall be deemed to warrant the accuracy and completeness of such information.
- 2.4 Where this Schedule requires the Contractor to provide data, information or materials, including any Exit Management Information (the "**Exit and Re-Procurement Data**"), the Contractor shall:
 - 2.4.1 provide the Exit and Re-Procurement Data in the format specified in this Schedule, or in the absence of such format being specified, provide the Exit and Re-Procurement Data (at the option of the Authority) either:
 - (A) in their then current format; or
 - (B) in another format reasonably requested by the Authority; and
 - 2.4.2 unless the Authority permits otherwise in writing and irrespective of the format of the Exit and Re-Procurement Data, provide the Exit and Re-Procurement Data in a structure that maps to each Minimum Services Requirement for the Work Packages as set out in Schedule 1 (*Work Packages*).
- 3. **EXIT PLANS**
- 3.1 The Contractor shall be responsible for the preparation of:
 - 3.1.1 the Exit Management Plan in accordance with Paragraph 4 (*Exit Management Plan*); and
 - 3.1.2 the Detailed Exit Plan in accordance with Paragraph 5 (*Detailed Exit Plan*).
- 3.2 The Contractor shall ensure that each Exit Plan:
 - 3.2.1 sets out the Contractor's proposed overall methodology, processes and procedures for achieving an orderly transfer of all, and any part, of one or more of the Services from the Contractor to one or more Replacement Contractors (and at the Authority's option, for achieving a wind-down of all or part of the Services), upon the expiry or termination of this Agreement (whether in whole or in part) for any reason whatsoever; and
 - 3.2.2 is designed so that the Services are capable of being transferred to the Replacement Contractor(s) without disruption to the provision of the Services to, and use of the Services by, the Authority.
- 3.3 The Contractor shall submit each Exit Plan for Authority review and approval in accordance with Paragraph 6 (*Authority Review and Approval of Exit Plans*).
- 3.4 The Contractor shall ensure that it is able to promptly implement the Exit Plans (as amended from time to time) at any time.
- 4. **EXIT MANAGEMENT PLAN**
- 4.1 The Contractor shall develop a draft Exit Management Plan that addresses the matters set out in Appendix 1 (*Exit Plan Description*), such draft plan to be delivered to the Authority no later than forty (40) Working Days following the Contract Date.
- 4.2 The Contractor shall keep the Exit Management Plan under continuous review and shall update and submit to the Authority for review a draft Exit Management Plan:

- 4.2.1 every six (6) months of the Term;
 - 4.2.2 within ten (10) Working Days of the commencement of the Re-Procurement Period and the Exit Period;
 - 4.2.3 whenever there is a significant Change to the Services, within ten (10) Working Days of the date that such a Change takes effect; and
 - 4.2.4 whenever there is a significant Change to the Authority's wider strategy, within ten (10) Working Days of the date that such a Change is communicated to the Contractor.
- 4.3 The Contractor shall ensure that each version of any Exit Management Plan:
- 4.3.1 takes into account any changes affecting the Services since the previously agreed version of the relevant Exit Management Plan;
 - 4.3.2 where appropriate, aligns with, incorporates or references any activities, dates, timescales, or milestones reasonably set by the Authority; and
 - 4.3.3 is adaptable and shall include provisions to deal with full, partial and unexpected termination of all or part of the Services.

5. DETAILED EXIT PLAN

- 5.1 On commencement of an Exit Period the Contractor shall, within ten (10) Working Days, provide a draft Detailed Exit Plan to the Authority.
- 5.2 The Authority may, at any time after submission of the Detailed Exit Plan, require the Contractor to submit a revised Detailed Exit Plan to the Authority within five (5) Working Days where:
- 5.2.1 there is a mistake in the Detailed Exit Plan; or
 - 5.2.2 a material change in circumstances relating to the Exit occurs which, in the Authority's reasonable opinion, has to be reflected in the Detailed Exit Plan.
- 5.3 Once approved in accordance with Paragraph 6 (*Authority Review and Approval of Exit Plans*), the Contractor shall comply with any Detailed Exit Plan and shall start to perform each of the activities set out in the Detailed Exit Plan on the date specified in the Detailed Exit Plan or, where no such date is specified, at such time as is necessary to allow for a smooth transition of the relevant Services or part(s) of them (as such time may be reasonably specified by the Authority).

6. AUTHORITY REVIEW AND APPROVAL OF EXIT PLANS

- 6.1 Clause 6 (*Acceptance*) shall not apply to the Exit Plans, and the Contractor shall instead submit each draft Exit Plan for Authority review and approval in accordance with this Paragraph 6 (*Authority Review and Approval of Exit Plans*).
- 6.2 Within ten (10) Working Days after receipt by the Authority of any draft Exit Plan, the Parties shall meet to discuss the draft Exit Plan.
- 6.3 The Contractor shall provide the Authority with such information, plans, evidence and any another other relevant procedures it has followed or actions it has taken in order to demonstrate to the Authority that it has met the requirements of this Schedule (and any other requirements reasonably requested by the Authority) in relation to the development of the draft Exit Plan.
- 6.4 The Contractor shall ensure that any comments, suggestions or amendments suggested by the Authority (acting reasonably) are incorporated into the Exit Plan and shall issue an updated copy of the Exit Plan to the Authority within five (5) Working Days of such comments, suggestions or amendments being communicated to the Contractor by the Authority.
- 6.5 The process outlined in this Paragraph 6 (*Authority Review and Approval of Exit Plans*) shall be repeated until the Authority approves the Exit Plan, at which time it shall be signed by both Parties.

7. RE-PROCUREMENT AND EXIT ASSISTANCE

Re-Procurement Assistance

- 7.1 During any Re-Procurement Period, the Contractor shall (and shall ensure that any Approved Subcontractors shall) promptly provide such assistance and information to the Authority, and the Bidders, as may be reasonably requested by the Authority from time to time ("**Re-Procurement Assistance**"), including by:
- 7.1.1 notwithstanding Paragraph 2 (*Exit Management Information*), providing to the Authority and the Replacement Contractor(s) all other data, information and materials relevant to the terminated Services in its then current format or in a format reasonably requested by the Authority, together with all related documentation, and any other information and copies thereof owned by the Authority;
 - 7.1.2 promptly making available to the Authority to download electronically in editable format all other information, as is reasonably requested by the Authority in connection with the wind-down or transfer of all or part of the Services;
 - 7.1.3 meeting with the Authority and Bidders to discuss and explain the provision of the Services, to allow the Authority and Bidders to gain a sufficient understanding of and familiarity with the Services, systems documentation and processes used in providing the Services, within ten (10) Working Days of the request for any such meetings;
 - 7.1.4 providing the Authority and the Bidders with access to its Personnel within ten (10) Working Days of receiving a request for such access, and ensuring that such Personnel respond accurately and constructively to questions asked by Bidders and the Authority; and
 - 7.1.5 meeting and discussing with the Authority and Bidders how the Exit Plan might correspond and interact with any transition, migration or implementation plans proposed by Bidders, within ten (10) Working Days of the request for such meeting.

Ethical Walls

- 7.2 Within ten (10) Working Days of the commencement of any Re-Procurement Period, the Contractor shall notify the Authority whether or not it, any of its Affiliates or any of its Approved Subcontractors, intend to bid in connection with the relevant procurement process (whether by itself or with others).
- 7.3 If the Contractor (or any of its Affiliates or its Approved Subcontractors) intends to bid for the provision of any Replacement Services, then the Contractor shall, and where applicable shall procure that any relevant Affiliate or Approved Subcontractor shall:
- 7.3.1 by the date falling twenty (20) Working Days after the commencement date of the relevant Re-Procurement Period (the "**Ethical Walls Start Date**") put in place measures to ensure that it complies with the provisions set out in Appendix 2 (*Ethical Walls Requirements*) (the "**Ethical Walls Requirements**"); and
 - 7.3.2 ensure that it complies with the Ethical Walls Requirements from the Ethical Walls Start Date until the end of the Re-Procurement Period.

Exit Assistance

- 7.4 During each Exit Period, the Contractor shall provide the Authority and any Replacement Contractor(s) with any assistance and information reasonably requested by the Authority to achieve an orderly transfer of the relevant Services and so as to prevent or mitigate any inconvenience to the Authority ("**Exit Assistance**"), including:
- 7.4.1 proactively identifying any additional information and activities, other than those listed in the Exit Plans, needed to ensure an orderly transfer of the Services and

- notifying the Authority of such additional information and activities and making such amendments to the Exit Plans as are reasonably necessary to that end;
- 7.4.2 discussing and explaining the provision of the Services with the Authority and Replacement Contractor(s) to allow them to gain a sufficient understanding of and familiarity with the Services;
- 7.4.3 providing the Authority and Replacement Contractor(s) (as requested by the Authority from time to time for the purpose of the smooth transfer of all or part of a Service to a Replacement Contractor) with access:
- (A) to other information and documentation relating to the Services which is not provided as part of the Exit Management Information, including the right to take reasonable copies of that material, within ten (10) Working Days of receiving a request for such information from the Authority or the Replacement Contractor; and
 - (B) during the Contractor's normal business hours and following reasonable notice (and no later than ten (10) Working Days from the date that such notice is given, unless otherwise agreed in writing by the Authority), to members of the Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Approved Subcontractors;
- 7.4.4 ensuring that Personnel shall respond promptly (and in any event within ten (10) Working Days of receiving each question) to such questions as the Replacement Contractor(s) and Authority may reasonably have in relation to the provision of the Services and the activities that may or will take place in order to transfer all or part of the relevant Service(s) to the relevant Replacement Contractor(s);
- 7.4.5 working with the Replacement Contractor(s) to align their implementation plans with the Exit Plans and proposing amendments to the Exit Plans, if necessary, to ensure such alignment;
- 7.4.6 documenting and discussing with the Authority and the Replacement Contractor(s) at such time as is agreed by Authority (and, unless otherwise agreed in writing by the Authority, within ten (10) Working Days of the request for such discussions) the current status of work in progress and if and how such work shall be continued during transition;
- 7.4.7 entering into a period of parallel running between the Services and the services provided by any Replacement Contractor, at the Authority's request; and
- 7.4.8 phasing or staggering the transfer of Services to any Replacement Contractor in accordance with any reasonable directions from the Authority.

APPENDIX 1

EXIT PLAN DESCRIPTION

1. INTRODUCTION

- 1.1 Each Exit Plan shall meet the requirements set out in this Appendix 1.
- 1.2 The Contractor shall prepare each Exit Plan in electronic format, readable by Microsoft Office or Adobe Reader applications. All of the content of each Exit Plan shall be supported by a detailed Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period.

2. CONTENT

- 2.1 Each Exit Plan shall include:
 - 2.1.1 details of the activities to be performed by the Contractor before, during and after each Exit Period, and set out the key trigger events (such as the serving of a Termination Notice) and the required resourcing for such activities;
 - 2.1.2 details of any activities that will need to be carried out by the Contractor during the Exit Period to ensure the smooth transfer of the Services to a Replacement Contractor;
 - 2.1.3 a draft timetable for the transfer of the Services (and the transfer of any technical infrastructure, staff, assets and work in progress);
 - 2.1.4 details of how the Contractor shall support the Authority in its re-procurement of Replacement Services;
 - 2.1.5 details (including the name and contact details) of the Contractor's point of contact for issues relating to Exit;
 - 2.1.6 the Contractor's management structure to be implemented during each Exit Period, including the management of interfaces with and dependencies on the Authority;
 - 2.1.7 details of methods the Contractor shall use to report on the progress of the transfer of the Services during the Exit Period;
 - 2.1.8 at such time as such information is known after the relevant Termination Notice has been served or prior to expiry of this Agreement, the scope of the exit, which shall include:
 - (a) confirmation of the Services that are terminating or expiring;
 - (b) a description of the Services at the beginning of each Exit Period, including details of any work in progress;
 - (c) a description of the Services at the conclusion of each Exit Period; and
 - (d) details of the scope of the Exit Assistance that may be required for the benefit of any Replacement Contractors;
 - 2.1.9 details of how the Services shall transfer to any Replacement Contractor(s) and details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Approved Subcontractors (where applicable) and details of how the Services would be provided (if required) during each Exit Period;
 - 2.1.10 the procedures to deal with requests made by the Authority or any Replacement Contractor(s) (or both) for staffing information;
 - 2.1.11 details of the processes that the Contractor uses to deal with risks arising in relation to the transfer of the Services to a Replacement Contractor;

- 2.1.12 the Contractor's plans for knowledge transfer (including shadowing) or training activities as may be required for the Replacement Contractor(s) to perform the Replacement Services, including details of when such knowledge transfer shall be carried out, the manner in which such knowledge transfer shall be carried out and the location at which such knowledge transfer shall take place;
- 2.1.13 if relevant, details of the plans to achieve the successful transfer of any Subsequent Transferring Employees in accordance with Clause 29 (*Employee Entry and Exit*);
- 2.1.14 details of individuals (posts, responsibilities and team structure) who shall be made available by the Contractor to facilitate the re-procurement and exit of the Services in accordance with this Schedule, including the estimated timescales for on-boarding such individuals as part of the Contractor's exit team following commencement of execution of the Exit Plan;
- 2.1.15 relevant information regarding the transfer of security related processes and arrangements, such as information security and physical and logical access control;
- 2.1.16 the activities necessary to support any potential Replacement Contractor in carrying out any due diligence and plan for the transition of the relevant Replacement Services;
- 2.1.17 once agreed with the Authority following appointment of one or more Replacement Contractors, a description of the Exit Assistance that the Contractor shall deliver, such Exit Assistance to include the detailed plan for the orderly exit from the provision of the Services (the "**Detailed Exit Plan**"). The Detailed Exit Plan shall include phases, detailed activities and milestones where appropriate, with a detailed description of on-going Exit management activities throughout each Exit Period, including exit activities aligned to the Service functions (where applicable), communications activities, stakeholder management activities and progress reporting activities;
- 2.1.18 details of the significant risks, issues, assumptions and dependencies as they apply to the Exit Management Plan, provided that any new Authority Dependencies shall be agreed through the Change Control Procedure and shall not be construed as being Authority Dependencies until they have been agreed through this procedure;
- 2.1.19 descriptions of the activities required to ensure that the Contractor continues to provide the Services in accordance with this Agreement;
- 2.1.20 details as to how the Contractor will ensure that there will be minimum disruption in the provision of the Services whilst the Services are transferred to a Replacement Contractor (including details of any mitigation and contingency planning) to ensure that there is no deterioration in the quality of delivery of the Services during each Exit Period; and
- 2.1.21 details of any on-going projects or other work carried out pursuant to this Agreement.

APPENDIX 2 ETHICAL WALLS REQUIREMENTS

INTRODUCTION

- (A) The Authority may wish to procure certain Replacement Services from time to time. The Contractor currently provides, or is due to provide, Legacy Services to the Authority.
- (B) As a result of the Contractor's provision of the Legacy Services, the Contractor (or its Affiliates or Approved Subcontractors) may have access to information relating to the affairs of the Authority and the Services, which is commercially sensitive, of a confidential nature, or both commercial sensitive and confidential.
- (C) The Contractor acknowledges that use of such information in connection with its Bid for the Replacement Services (or the Bids of its Affiliates or Approved Subcontractors (as applicable)) could give it or its Affiliates or Approved Subcontractors (as applicable) an unfair advantage.
- (D) In the remainder of these Ethical Walls Requirements, these "**Requirements**" shall refer to these Ethical Walls Requirements, and "**Contractor**" shall refer to the Contractor and any Affiliate or Approved Subcontractor of the Contractor who is required to comply with these Requirements as a result of its intention to Bid for the Replacement Services.

TERMS

1. DEFINITIONS

- 1.1 In this Appendix 2 the following terms shall have the following meanings:

"**Bid**" means any activity which involves a Contractor (including any involvement as a subcontractor) in any direct or indirect involvement in any competition for Replacement Services;

"**Contractor Personnel**" means persons employed by the Contractor together with its servants, agents, suppliers and Approved Subcontractors and the Approved Subcontractors' servants, agents and suppliers;

"**Ethical Walls**" means the set of management processes, barriers and disciplines that create a zone of non-communication and physical and organisational separation between Members of the Bid Team and Members of the Operational Team to ensure conflicts of interest do not arise that could otherwise give an unfair competitive advantage to the Contractor in its Bid for the Replacement Services;

"**Legacy Service**" means a service which the Contractor, its Affiliates or a proposed Approved Subcontractor is already providing or is due to provide to the Authority or any indirect customer which will either interface with or be replaced in whole or in part by the Replacement Service;

"**Member of the Bid Team**" means any person, including (but not limited to) officers, employees, agents, its Affiliates or subcontractors who is, has been or may become involved in the Contractor's Bid for the Replacement Services and "**Bid Team**" shall have the corresponding meaning; and

"**Member of the Operational Team**" means any person who is, has been or may become involved with the operational provision of the Legacy Services and "**Operational Team**" shall have the corresponding meaning.

- 1.2 All other capitalised terms in these Requirements shall have the same meaning as set out in Clause 1.1 (*Definitions and Interpretation*).

2. ETHICAL WALLS

- 2.1 The Contractor shall comply with these Requirements. The Contractor shall promptly inform the Authority of any conflict between these Requirements and any of its own

- relevant internal policies and procedures and the Authority shall consider the purported conflict and instruct the Contractor accordingly, at the Authority's discretion.
- 2.2 Within ten (10) Working Days of notifying the Authority of its intention to Bid for the procurement of Replacement Services, the Contractor shall provide to the Authority:
- 2.2.1 a description of any services being undertaken by the Contractor for the benefit of the Authority and the activities being carried out by the Bid Team in relation to the relevant Bid; and
 - 2.2.2 the name and contact details of a contact person in the Bid Team.
- 2.3 The Contractor shall ensure that Members of the Operational Team:
- 2.3.1 do not discuss or provide any information gained about any Legacy Services with any person who is or may become a Member of the Bid Team;
 - 2.3.2 do not disclose or make available to a Member of the Bid Team any information in relation to Legacy Services that is not in the public domain;
 - 2.3.3 do not without the Authority's prior written consent, discuss the Legacy Service with any third party, whether or not permitted by existing confidentiality obligations; and
 - 2.3.4 are not Members of the Bid Team, unless the Contractor has obtained the Authority's prior written consent.
- 2.4 The Contractor shall notify the Authority in writing as soon as possible of any instance of non-compliance with these Requirements. Upon becoming aware of any such non-compliance, the Contractor shall, without prejudice to the Authority's rights under these Requirements:
- 2.4.1 carry out a review to ascertain the reasons for and extent of such non-compliance;
 - 2.4.2 take such steps as are necessary to minimise the risk of such non-compliance occurring again; and
 - 2.4.3 implement procedures for the immediate reporting to the Authority of any unexpected or unusual requests for access to or copies of documents.
- 2.5 The Contractor shall at all times ensure logical and physical separation between all Members of the Bid Team and Members of the Operational Team and in particular shall ensure that:
- 2.5.1 all Members of the Bid Team and Members of the Operational Team:
 - (A) are, so far as practicable, located in different offices of the company or else on different floors of the same office;
 - (B) have separate reporting, supervision and management lines (up to and including at the highest level of governance within the Contractor's organisation, including at board level) unless otherwise agreed in advance in writing with the Authority; and
 - (C) in particular, remain separate at organisational levels where any commercial decisions relating to either team can be made;
 - 2.5.2 all information (including all files and databases) held by the Contractor relating to the Legacy Service is stored on a separate password protected computer system from that relating to the Contractor's Bid for the Replacement Service so that such information cannot be accessed by any Member of the Bid Team or any unauthorised person;
 - 2.5.3 all information and documentation held in hard copy by the Contractor relating to the Legacy Service is stored securely and separately from that relating to the Contractor's Bid for the Replacement Services so that it cannot be accessed by any Member of the Bid Team or any unauthorised person; and

- 2.5.4 no information or documentation relating to the Legacy Services held by Members of the Operational Team and accessed via the ISS secure environment shall be removed from the ISS secure environment (including via any removable storage device) and made accessible to any Member of the Bid Team without the Authority's permission.
- 2.6 The Contractor shall at all times monitor and ensure strict enforcement by all relevant Contractor Personnel of its obligations in these Requirements and in particular shall:
 - 2.6.1 implement strict and carefully defined procedures for dealing with a situation where it is felt that the Ethical Walls have been crossed and maintain proper records of such an event;
 - 2.6.2 monitor the effectiveness of the Ethical Walls and take all necessary steps where it is found that the Ethical Walls have not been effective;
 - 2.6.3 implement or procure the implementation of disciplinary sanctions within its, its Affiliate's or Approved Subcontractor's organisation where there has been a breach of the Ethical Walls;
 - 2.6.4 provide the means when requested for the Authority to inspect, review and ensure that these Requirements have and are being complied with and adhered to; and
 - 2.6.5 make relevant personnel with the sufficient level of authority within its organisation available when requested to discuss concerns arising from any inspection or review as set out in Paragraph 2.6.4, and revise measures or implement additional measures to address these concerns.
- 2.7 The Contractor shall procure that the Contractor Personnel in both the Bid Team and the Operational Team sign a declaration stating that they have read, understood and will comply with the obligations placed on them by, and that the Contractor is required to ensure that they comply with these Requirements.
- 2.8 Without prejudice to Paragraph 2.3.4 and notwithstanding any consent granted pursuant to that Paragraph, if the Authority determines (in its sole discretion) that there exists an actual or potential conflict between a Member of the Bid Team's previous involvement in the services provided to the Authority and their involvement in the Contractor's Bid for the Replacement Services, the Contractor shall immediately cease that person's involvement in its Bid for the Replacement Services. The Contractor shall provide the Authority promptly with all cooperation and information reasonably requested by the Authority from time to time in order to make such a determination.
- 2.9 The Contractor shall maintain records to document that effective Ethical Walls have been put in place and that the Contractor has implemented measures to prevent the Contractor from gaining any advantage over other prospective Bidders or suppliers in the procurement of the Replacement Services. The Contractor shall provide these records to the Authority within five (5) Working Days of a request to do so from the Authority.
- 2.10 The Contractor shall notify the Authority promptly after the beginning of each Re-Procurement Period and upon becoming aware of such fact, in writing about any actual or potential conflict of interest between any Member of the Bid Team and the Authority, including where a close relative of a Member of the Bid Team is employed by the Authority or engaged by the Authority to act as a contractor or other third party service provider.
- 2.11 The Authority may, on five (5) Working Days' written notice, audit the Contractor's compliance with these Requirements, including (but not limited to) visiting the sites or any or all of: (a) the Contractor; (b) the Contractor's Affiliates; and (c) any Approved Subcontractors. The Contractor shall (and shall use all reasonable endeavours to ensure that its Affiliates and relevant Approved Subcontractors shall) take all necessary steps to assist the Authority to carry out this audit.
- 2.12 The Contractor shall designate specific personnel who are responsible for keeping the records referred to in Paragraph 2.9 and for monitoring and auditing the effectiveness of

the Ethical Walls and the procedures set out in these Requirements. The Contractor shall notify the Authority of such persons in writing.

3. ENFORCEMENT

- 3.1 In the event of breach of these Requirements by the Contractor, the Authority may (at its sole discretion) do one or more of the following:
- 3.1.1 exclude the Contractor's Bid for the Replacement Service from the Bid process;
 - 3.1.2 seek injunctive or other equitable remedy to restrain disclosure or further disclosure of any information relating to the Bid, the Replacement Service or the Legacy Service; and
 - 3.1.3 pursue any other remedy that may be available to the Authority.