Schedule 8.5 - Exit Management

1 **Definitions**

1.1 In this Schedule, the following definitions shall apply:

Exclusive Assets	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
Exit Information	has the meaning given in Paragraph 3.1;
Exit Manager	the person appointed by each Party separately pursuant to Paragraph 2.3 for managing the Parties' respective obligations under this Schedule;
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;
Non-Exclusive Assets	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
Registers	the register and configuration database referred to in Paragraphs 2.1.1 and 2.1.2;
Transferable Assets	those of the Exclusive Assets which are capable of legal transfer to the Authority;
Transferable Contracts	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including (in relation to licences) all relevant Documentation; and
Transferring Contracts	has the meaning given in Paragraph 6.2.3.

2 **Obligations During the Term to Facilitate Exit**

2.1 The Supplier shall:

2.1.1 create (during the Implementation Phase and prior to the Operational Services Commencement Date) and maintain (during the Term) a register of all:

(a) Assets, detailing their:

(i) make, model and asset number;

(ii) ownership and status as either Exclusive Assets (and whether such Exclusive Assets are Transferable Assets) or Non-Exclusive Assets;

(iii) Net Book Value;

(iv) condition and physical location; and

(v) use (including technical specifications); and

(b) Sub-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 Services; and

2.1.2 during the Term:

(a) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

(b) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Detailed Solution; and

(c) at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are, where physically possible, clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

2.3 Each Party shall appoint an Exit Manager for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

3 Obligations to Assist on Re-tendering of Services

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

3.1.1 details of the Service(s);

3.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

3.1.3 an inventory of Authority Data in the Supplier's possession or control;

3.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

3.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

3.1.6 to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and

3.1.7 such other material and information as the Authority shall reasonably require,

(together, the **Exit Information**).

3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or potential Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph

3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

3.3 The Supplier shall:

3.3.1 notify the Authority within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

3.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority.

3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates pursuant to Paragraph 3.3.2 of this Schedule in any 6 month period.

3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

3.5.1 prepare an informed offer for those Services; and

3.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

3.6 From the Effective Date the Supplier shall:

3.6.1 include in the terms and conditions of employment for all new employees; and

3.6.2 use all reasonable endeavours to include in any updates to the terms and conditions of employment of any existing employees,

in each case where such employees are delivering, or are reasonably likely to be delivering, the Services or any part thereof,

such term or terms (at all times compliant with all applicable Law) enabling the Supplier to comply with its obligations under Paragraph 3.1.6.

4 Exit Detailed Solution

4.1 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

4.2 The Supplier shall review and (if appropriate) update the Exit Detailed Solution on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the third Contract Year) to reflect any changes in the Services that have occurred since the Exit Detailed Solution was last Approved. Following such update the Supplier shall submit the revised Exit Detailed Solution to the Authority for Approval in accordance with Part B of Schedule 6.1 and the provisions of that Part shall apply mutatis mutandis.

Finalisation of the Exit Detailed Solution

4.3 Within 20 Working Days after service of a Termination Notice by either Party or 6 Months prior to the expiry of this Agreement (whichever is earlier), the Supplier will submit for the Authority's Approval the Exit Detailed Solution in a final form that could be implemented immediately. The final form of the Exit Detailed Solution shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Detailed Solution was last Approved.

4.4 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Detailed Solution. If the Parties are unable to agree the contents of the Exit Detailed Solution within 20 Working Days following its delivery to the Authority, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Notwithstanding that the Parties may not have agreed the final form of the Exit Detailed Solution, the Supplier shall continue to provide the Services in accordance with the terms of this Agreement and, if required by the Authority pursuant to Paragraph 5.1 the Termination Services in accordance with the principles set out in this Schedule and the last Approved version of the Exit Detailed Solution (insofar as relevant).

5 **Termination Services**

Notification of Requirements for Termination Services

5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a **Termination Assistance Notice**) at least 4 months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the date from which Termination Services are required;

5.1.2 the nature of the Termination Services required; and

5.1.3 the Termination Assistance Period, which shall continue no longer than 24 months after the date that the Supplier ceases to provide the Services.

5.2 The Authority shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice, provided that such extension shall not extend for more than 6 months after the date the Supplier ceases to provide the Termination Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

5.3.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 5.1, provide the Termination Services;

5.3.2 in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;

5.3.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 5.3.2 without additional costs to the Authority;

5.3.4 provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 5.5; and

5.3.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

5.4 Without prejudice to the Supplier's obligations under Paragraph 5.3.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.3.2 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Detailed Solution shall be subject to the Change Control Procedure.

5.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary the relevant Target

Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

Termination Obligations

5.6 The Supplier shall comply with all of its obligations contained in the Exit Detailed Solution.

5.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), the Supplier shall:

5.7.1 cease to use the Authority Data;

5.7.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);

5.7.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

5.7.4 return to the Authority such of the following as is in the Supplier's possession or control:

(a) all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;

(b) all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority;

(c) any parts of the IT Environment and any other equipment which belongs to the Authority; and

(d) any items that have been on-charged to the Authority, such as consumables;

5.7.5 vacate any Authority Premises; and

5.7.6 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after expiry or termination to:

(a) such information relating to the Services as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.7.6(b).

5.8 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such Confidential Information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

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

6 Assets, Sub-contracts and Software

6.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:

6.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

6.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

6.1.3 terminate, enter into or vary any licence for software in connection with the Services.

6.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3.5, the Authority shall provide written notice to the Supplier setting out:

6.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier (**Transferring Assets**);

6.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Authority and/or the Replacement Supplier requires the continued use of; and

6.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the **Transferring Contracts**),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

6.3.1 a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or

6.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

6.5 Where the Supplier is notified in accordance with Paragraph 6.2.2 that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

6.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

6.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

6.6 When the Supplier is given notice in accordance with Paragraph 6.2.3 the Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the

Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

6.7 The Authority shall:

6.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

6.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

6.8 From the point in time the Supplier is given notice in accordance with Paragraph 6.2.3 the Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

6.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 6.6 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

7 Supplier Personnel

7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 9.1 (Staff Transfer) shall apply.

7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

7.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier.

Apportionments

7.6 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 and/or the Replacement Supplier and the Supplier (as applicable) as follows:

7.6.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

7.6.2 the Authority shall be responsible for (or shall procure that the Replacement Supplier 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

7.6.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

7.7 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 7.6 as soon as reasonably practicable.

Annex 1 - Scope of the Termination Services

1 **Scope of Termination Services**

1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

1.1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority);

1.1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.1.4 delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 Month period immediately prior to the commencement of the Termination Services;

1.1.5 providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;

1.1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

1.1.7 providing the Authority with any problem logs which have not previously been provided to the Authority;

1.1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;

1.1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

1.1.10 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;

1.1.11 making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

1.1.12 assisting in establishing naming conventions for any new production site;

1.1.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

1.1.14 generating a computer listing of the Source Code of relevant Software in a form and on media reasonably requested by the Authority;

1.1.15 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

1.1.16 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;

1.1.17 assisting with the loading, testing and implementation of the production databases;

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

1.1.19 in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous 12 Months;

1.1.20 assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);

1.1.21 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

1.1.22 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

1.1.23 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;

1.1.24 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

(a) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and shall procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

(b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

1.1.25 knowledge transfer services, including:

(a) transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;

(b) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

(c) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

1.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1.11 for agreement by the Authority at the time of termination or expiry of this Agreement;

(b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.15, providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Authority Database migration plan agreed pursuant to Paragraph 1.1.23, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.

1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.1.25 shall include:

1.4.1 copies of up-to-date procedures and operations manuals;

1.4.2 product information;

1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;

1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

1.4.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

1.4.6 details of physical and logical security processes and tools which will be available to the Authority; and

1.4.7 any relevant interface information.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

1.5.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.5 shall:

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

(b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and

1.5.2 the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.