

## Outline for the Exit Management plan

### 1 Definitions

**Assets:** means all assets and rights used by the Supplier to provide the Services in accordance with this Contract.

**Assets Register:** the register of Assets, Sub-contracts and other relevant agreements to be created and maintained by the Supplier throughout the Contract Period.

**Emergency Exit:** means any termination of this Contract which is a (i) termination of the whole or part of this Contract (ii); termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served; or (iii) wrongful termination or repudiation of this Contract by either party.

**Exit Manager:** the person appointed by each party for managing the parties' respective obligations.

**Exit Plan:** the plan produced and updated by the Supplier during the Contract Period

**Non-Exclusive Assets:** those Assets (if any) which are used by the Supplier in the provision of the Services, but which are also used by the Supplier for other purposes.

**Ordinary Exit:** any termination of this Contract which occurs as a result of expiry of the contract period

**Registers:** has the meaning set out in paragraph 0 of Annexe 6 (Exit Management).

**Supplier:** is the bidding organisation awarded the contract and providing the services.

**Termination Assistance Notice:** has the meaning set out in paragraph 0 of Annexe 6 (Exit Management).

**Termination Assistance Period:** the period specified in the Termination Assistance Notice in which the Supplier shall provide the Termination Services as may be extended pursuant to paragraph 0 of Annexe 6 (Exit Management).

### 2 Overview

The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Customer and/or any Replacement Supplier in the event of termination (including partial termination) or expiry of this Contract. This schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.

### 3 Contract Life Obligations

#### 3.1 During the Contract Period the Supplier will:

- 3.1.1 maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and detailing all 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;

- 3.1.2 maintain a document detailing the technical infrastructure through which the Supplier provides the relevant services. This document should be of sufficient detail to permit the Customer 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,

(collectively the "**Registers**"). The Supplier shall maintain the Registers in such format as is agreed between the parties and shall update the Registers from time to time and in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

- 3.2 The Supplier shall ensure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.
- 3.3 Each party will appoint an Exit Manager and provide written notification of such appointment to the other party within three (3) Months of the Start Date. The Supplier's Exit Manager will be responsible for ensuring that the Supplier and its employees, agents and Sub-Suppliers comply with this Annexe. The Supplier will 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 Annexe. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Annexe and each party's compliance with it.

#### **4 Exit Plan**

- 4.1 The Supplier will deliver to the Customer an Exit Plan which sets out the Supplier's proposed methodology for achieving an orderly transition of Services from the Supplier the Customer and/or its Replacement Supplier on the expiry or termination of this Contract and which complies with the requirements set out in the specification of requirement and below.
- 4.2 The Exit Plan will contain, as a minimum:
  - 4.2.1 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Customer shall require to enable the Customer or its Suppliers to provide the Services;
  - 4.2.2 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit; and
  - 4.2.3 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit.
- 4.3 In addition, the Exit Plan shall:

- 4.3.1 document how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation and data transfer;
  - 4.3.2 address each of the issues set out in this Annexe to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period;
  - 4.3.3 provide a timetable and identify critical issues for providing the Termination Services; and
  - 4.3.4 set out the management structure to be put in place and employed during the Termination Assistance Period.
- 4.4 The Supplier will review and (if appropriate) update the Exit Plan annual following the Start Date to reflect changes in the Services. Following such update the Supplier will submit the revised Exit Plan to the Customer for review. Within thirty (30) days following submission of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Annexe and the changes that have occurred in the Services since the Exit Plan was last agreed. If the parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

## **5 Termination of Services**

### *General*

- 5.1 During the Termination Assistance Period or such shorter period as the Customer may require, the Supplier will continue to provide the Services (as applicable) and will, at the request of the Customer provide the Termination Services.
- 5.2 During the Termination Assistance Period, the Supplier will, in addition to providing the Services and the Termination Services, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier. The Supplier will use reasonable endeavours to reallocate resources to provide these services without additional costs. However if this is not possible 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 Plan will be subject to agreement by the Customer, discussion and agreement (which will not be unreasonably withheld or delayed by either party).
- 5.3 During the Termination Assistance Period, the Services and the Termination Services will be provided at no detriment to the Service Levels, save to the extent that the parties agree otherwise in accordance with paragraph 0.
- 5.4 Where the Supplier demonstrates to the Customer'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 a particular Service Level(s), the parties shall vary the relevant Service Level(s) to take account of such adverse effect.

- 5.5 At the Customer's request and on reasonable notice, the Supplier will deliver up-to-date Registers to the Customer.

**Notification of Requirements for Termination Services**

- 5.6 The Customer shall be entitled to require the provision of Termination Services by notifying the Supplier in writing at least 30 days prior to the date of termination or expiry of this Contract or as soon as reasonably practicable following the service by either party of any notice to terminate. The Termination Assistance Notice shall specify the:
- 5.6.1 date from which Termination Services are required or from the service by either party of any notice to terminate, as the case may be;
  - 5.6.2 the nature of the Termination Services required; and
  - 5.6.3 the period during which it is anticipated that Termination Services will be required which shall continue no longer than 1 Month after the date that the Supplier ceases to provide the Services.
- 5.7 The Customer shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than Two(2) Months after the date the Supplier ceases to provide the 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 twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire the Customer shall have the right to terminate its requirement for Termination Services immediately by serving written notice upon the Supplier to such effect.