

SCHEDULE 9 - TRANSITION PLANS**1. Definitions**

1.1 Without prejudice to Schedule 1 (Definitions and Interpretations), for the purposes of this Schedule 9, the following terms shall have the following meanings:

Term	Definition
Competency Management System	Means the Contractor's system used to record Contractor Employee skills, experience and abilities;
Contract Manager	Has the meaning set out in Schedule 4 (Governance and Contract Management);
CPD	Means continuing professional development;
Deliverable Quality Plan	Means the Contractor's quality document identified in Schedule 17 (Quality Management Policy);
Establishment Orders	Has the meaning set out in Schedule 17 (Quality Management Policy);
Exit Communications Plan	Means the Contractor's document that describes how stakeholders will be kept informed during the Exit Period;
Exit Manager	Means the Contractor's representative responsible for the implementation of the Exit Plan;
Exit Period	Has the meaning set out in Annex A (Exit Plan);
Exit Plan	Means the Contractor's plan detailing the activities to be undertaken and deliverables to be provided upon the earlier of the Expiry Date or the Termination Date as identified in Schedule 17 (Quality Management Policy);
Exit Programme	Means the schedule of events during the Exit Period set out in Appendix 1 to Annex A (Exit Plan);
GALAXY Notices	Means a medium used by the Authority to disseminate information;
Implementation Key Milestones	Means the events critical to the transition from the Previous Contract to this Contract as identified in paragraph 4.2 of this Schedule 9 and the Implementation Programme;
Implementation Plan	Means the plan detailing the overall approach to transition of Training Services as identified in Schedule 11 (Contractor Management Plans) and Schedule 17 (Quality Management Policy);
Implementation Programme	Means the planned series of events and timetables to transition from the Previous Contract to this Contract which is contained in the Implementation Plan;
Level 2 Chairman	Has the meaning set out in Schedule 4 (Governance and Contract Management);
Level 2 Meeting	Has the meaning set out in Schedule 4 (Governance and Contract Management);
Level 2 Representative	Has the meaning set out in Schedule 4 (Governance and Contract Management);
Level 3 Progress Reports	Has the meaning set out in Schedule 4 (Governance and Contract Management);
Level 3 Representative	Has the meaning set out in Schedule 4 (Governance and Contract Management);

Premises	Has the meaning set out in Schedule 15 (Licence);
Redundancy Plan	Has the meaning set out in Schedule 3 (Contract Price and Payment);
Termination Programme	Has the meaning given in paragraph 11.1 of this Schedule 9;
Equipment	Has the meaning set out in

2. Introduction

2.1 In accordance with clause 12 (Implementation) and clause 56 (Exit Plan) this Schedule 9 sets out the Contractor's obligations in respect of its implementation of the Services and its exit from this Contract on the earlier of the Expiry Date or the Termination Date.

Implementation

3. Implementation Plan

3.1 This Schedule 9 is supported by the Implementation Plan identified in Schedule 11 (Contractor Management Plans) and Schedule 17 (Quality Management Policy).

3.2 To ensure the smooth and seamless transfer of Services from the Previous Contract to this Contract, the Contractor shall provide to the Authority an Implementation Plan at the Effective Date.

3.3 The Implementation Plan shall include but not be limited to:

- a. the implementation team;
- b. the Implementation Programme;
- c. the Implementation Key Milestones at paragraph 4.2;
- d. the management of staff and TUPE transfers; and
- e. the management of transition of the Services from the Previous Contract to this Contract.

4. Implementation Programme

4.1 The Contractor shall provide, as part of the Implementation Plan, an Implementation Programme which shall allocate times to the activities to be undertaken by the Contractor during the Implementation Phase.

4.2 The Implementation Programme identifies Implementation Key Milestones critical to the successful transition from the Previous Contract to this Contract. These Implementation Key Milestones are as follows:

Implementation Key Milestones	Implementation Date
Complete staff communications	SCD
Complete upload of staff competencies into Competency Management System	SCD

Complete TUPE Transfers	SCD
Complete amendment of Establishment Standing Orders for the elements of the Services that the Contractor has output responsibility	SCD
Complete handover of GFA (in accordance with Schedule 18 (Government Furnished Assets))	SCD
Complete Redundancy Plan	Xx months after SCD
Deliverable Quality Assurance Plan (in accordance with clause 62 (Quality Assurance))	Within 3 months of Effective Date
Implement agreed Quality Assurance Plan (in accordance with clause 62 (Quality Assurance))	In accordance with agreed Deliverable Quality Assurance Plan
Deliver Exit Plan	SCD

4.3. Contractor performance against the Implementation Key Milestones during the Implementation Phase shall be measured in accordance with Schedule 10 (Performance Mechanism).

5. Management of Implementation

5.1 During the Implementation Phase, the Contractor shall take reasonable steps to ensure that the activities undertaken as part of the Implementation Programme do not impact on the delivery of the Previous Contract,

5.2 The Contractor shall mobilise an implementation team and nominate a point of contact to lead the implementation and chair implementation meetings.

5.3 The implementation meetings shall be at intervals of no more than two weeks during the Implementation Phase.

5.4 The implementation meeting attendees shall include the following:

- a. the Contractor's implementation lead and at least two of the Contractor's implementation team;
- b. the Level 2 Chairman and at least two of the Authority's Level 3 Representatives; and
- c. if required, a contractor representative from the Previous Contract.

6. Staff

Skills Audit

6.1 Commencing at the Effective Date, the Contractor shall undertake a skills audit of the staff engaged in the delivery of the Previous Contract and those employees who shall transfer to the Contractor pursuant to TUPE. The results of the skills audit shall be compared to those competencies detailed in Schedule 2 (Statement of Requirements) required in the delivery of this Contract.

6.2 The Contractor shall use the information obtained through the skills audit to populate its Competency Management System and implement a personnel change programme to cover any training and competency gaps.

Redundancy Plan

6.3 The Contractor shall implement the Redundancy Plan in accordance with the Implementation Programme.

Communications

6.4 The Contractor shall implement, as part of the Implementation Programme, a series of communications to ensure that all stakeholders are informed in advance of changes that could affect them. Such communications shall consist of presentations, meetings, briefings or one to one interviews, as appropriate to the topic and circumstances.

6.5 To demonstrate a collaborative working approach, the Parties shall deliver a joint presentation on at least one occasion at each Establishment.

Contract Handbook

6.6 The Parties shall work jointly in the production of a contract handbook, within the first 3 months of the Service Commencement Date. This will be designed to describe the key features of this Contract and identify nominated points of contact to assist with any queries. The contract handbook shall be made available to all relevant staff engaged in the delivery of the Services, and to ensure easy access, shall be posted on the Establishment intranets.

7. Technology

7.1 The Implementation Programme shall include the installation and testing of technology which the Contractor introduces in addition to the Authority supplied GFA as detailed in Schedule 18 (Government Furnished Assets).

7.2 The Contractor shall be responsible for all costs associated with equipment installed by the Contractor.

8. Quality

Deliverable Quality Plan

8.1 In accordance with clause 62 (Quality Assurance) and Schedule 17 (Quality Management Policy), the Contractor shall, by Service Commencement Date produce the Deliverable Quality Plan in accordance with DEFCON 602A and AQAP 2105 Edition 2 – NATO Requirements for Deliverable Quality Plans and deliver it to the Authority quality focal point.

8.2 The Contractor shall ensure that the processes identified in the Deliverable Quality Plan are ready for implementation at Service Commencement Date.

8.3 Six months following the Service Commencement Date, the Contractor shall review the Deliverable Quality Plan and incorporate any necessary changes to reflect the experience of the first six months of delivery of the Services.

Certification

8.4 During the Implementation Phase, the Authority shall co-operate with the Contractor in meeting any requirements for Quality Assurance certification.

Establishment Orders

8.5 Both Parties recognise that where the Contractor has output responsibility for the provision of Services as set out in Schedule 2 (Statement of Requirements), the Contractor

shall be responsible for defining and managing the processes for the delivery of those Services.

8.6 These processes shall be identified in the Deliverable Quality Plan. The implementation of the processes shall require an amendment to the Establishment Orders to ensure the compatibility of the Contractor and Authority's processes.

8.7 The Authority and the Contractor shall cooperate fully in the transition from the processes within the Establishment Orders to those defined in the Deliverable Quality Plan.

Exit

9. Exit from this Contract

9.1 In accordance with clause 53 (Co-operation on Expiry or Termination of Contract), clause 56 (Exit Plan) and Schedule 8 (Transfer Regulations), the Contractor shall co-operate fully with the transfer of responsibility for provision of the Services (or any part) from the Contractor to a Follow-On Contractor or to the Authority as so directed by the Authority upon the earlier of the Expiry Date or the Termination Date.

9.2 To provide for the possibility of a transfer to a Follow-On Contractor on the earlier of the Expiry Date or Termination Date, or the transfer back of responsibility for the Services to the Authority throughout the Contract Period, the Contractor shall maintain records in a manner suitable to facilitate such a hand-over.

9.3 The Exit Plan at Annex A to this Schedule shall be provided to the Authority at the Service Commencement Date.

10. Exit Steering Group

10.1 12 months prior to the Expiry Date, or upon notice of termination in accordance with clause 51 (Failure of Performance), whichever is the earlier, the Contractor shall hold an exit steering group meeting monthly to be attended by the Level 2 Representatives, which shall be responsible for management of the transfer of the Services in accordance with the Exit Plan.

10.2 The exit steering group meetings shall be chaired by the Level 2 Chairman and held monthly on the 30th of the month, or next Business Day, unless such meeting is convened as a consequence of notice of termination. In such an event, the frequency of the exit steering group meetings shall be determined by the Level 2 Chairman.

11. Termination Programme

11.1 The Parties recognise that in the event of notice of termination in accordance with clause 51 (Failure of Performance), the Contractor shall be required to develop, agree and implement a detailed programme for the transfer of data and information associated with the Services, which would otherwise have been provided in accordance with the Exit Plan and in accordance with clause 53.6 (Co-operation on Expiry or Termination of Contract) (the "**Termination Programme**").

11.2 Should the Level 2 Representatives be unable to agree on the Termination Programme, the matter shall be escalated in accordance with Schedule 4 (Governance and Contract Management).

12. Data and Information

12.1 Notwithstanding the provision of TUPE information required by Schedule 8 (Transfer Regulations), in accordance with the Exit Plan and clause 53.6 (Co-operation on Expiry or

Termination of Contract), the Contractor shall provide data and information relevant to the provision by the Contractor of the Services, which includes, but is not be limited to:

- a. all information relating to Contractor competencies engaged in the delivery of the Services;
- b. the Asset Register (including identification of any licence requirements necessary to enable the continuation of the delivery of the Services);
- c. Contractor operational and maintenance documentation for the Equipment, for example, all information contained on the Contractor's asset management system, which includes the schedule of maintenance and inspection;
- d. status report of the current Documentation maintenance and revalidation cycle;
- e. the current maintenance plans;
- f. status report of audit schedules;
- g. a list of all Sub-Contractors used by the Contractor in performance of this Contract;
- h. a copy of the interface agreements;
- i. the IPR register;
- j. list of GFA;
- k. the programme risk register;
- l. the Level 3 Progress Reports;
- m. all databases and software procured by the Contractor on behalf of the Authority over the Contract Period; and
- n. details of the return, retention or destruction of any confidential or other Authority data.

12.2 Where the data and information provided in accordance with paragraph 12.1 is incomplete, the Authority shall, through the exit steering group, request that the Contractor revise the submission where it is able to do so.

12.3 Should any dispute arise in the provision of data and information in accordance with paragraph 12.1 the matter shall be escalated in accordance with Schedule 4 (Governance and Contract Management).

13. Contractor Support beyond Expiry Date or Termination Date

13.1 In accordance with the provisions of clause 53 (Co-operation on Expiry and Termination), the Contractor shall continue to provide, for a period 6 months after the Expiry Date or the Termination Date, all reasonable assistance, guidance and information to any Follow-on Contractor or the Authority in order to facilitate a smooth transition of the Services.

13.2 The Contractor shall be paid monthly in arrears its reasonable costs actually incurred and directly arising from such provision, subject to clause 53 (Co-operation on Expiry and Termination), in accordance with Schedule 3 (Contract Price and Payment).

ANNEX A - EXIT PLAN

1. Introduction

1.1 Part 14 of the Contract (Expiry and Termination) sets out the Parties' rights and obligations in respect of expiry and termination. In particular, clause 53 (Co-Operation on Expiry or Termination of Contract) sets out the rights of the Authority to information, data and access required during the final 12 months or during any period applying to earlier termination. In addition to these provisions, this Exit Plan shall apply in the final 12 months of the Contract Period (the "Exit Period").

1.2 This Exit Plan is based upon the content of Schedule 9 (Transition Plans) and compiled in accordance with Schedule 17 (Quality Management Policy). It describes the Contractor's Exit Strategy, which supports the seamless transfer of service delivery to the Authority or Follow-On Contractor in the event of expiry of this Contract.

1.3 This Exit Plan details:

- a. the key activities to be undertaken by the Contractor upon exit;
- b. the relevant management structures; and
- c. the transfer and cessation activities.

1.4 This Exit Plan shall be initiated in accordance with the timescales detailed in the Exit Programme at Appendix 1 (Exit Programme).

1.5 The Contract Manager, as identified in Schedule 4 (Governance and Contract Management), shall be responsible for the review, maintenance and implementation of this Exit Plan.

2. Termination

2.1 This Exit Plan and the Exit Programme are based on expiry of this Contract at the Expiry Date, however if a Termination Notice is issued by the Authority, the activities detailed in this Exit Plan and the timescales specified within the Exit Programme shall be revised, based on the Termination Date.

2.2 It shall be the responsibility of the Contract Manager and the Level 2 Chairman to develop, agree and implement a Termination Programme that meets the Termination Date.

3. Exit Management

3.1 Twelve months prior to the Expiry Date, the Contractor shall:

- a. appoint an Exit Manager to oversee the successful transition to the Authority or a Follow-on Contractor;
- b. initiate the transition events in the Exit Programme, working closely with the Authority; and
- c. hold monthly exit steering group meetings.

3.2 The exit steering group meetings shall be attended by the Level 2 Representatives and chaired by the Level 2 Chairman and shall monitor progress against the Exit Programme. The frequency of the exit steering group meetings can be altered by agreement between the Contract Manager and Level 2 Chairman.

4. Communications

4.1 The Contractor shall implement a clear and comprehensive Exit Communications Plan and process for imparting information to all stakeholders. This Exit Communications Plan shall detail the activities to be undertaken during the Exit Period to the Authority and Contractor Employees. The Exit Communications Plan shall make clear to all staff engaged in the delivery of the Services that, whilst the exit process is a major milestone, day-to-day service delivery operations must continue as normal throughout. The Business Continuity Plan shall detail the management of the Services during this exit period to ensure continuity of service delivery.

4.2 The Exit Communications Plan shall identify both internal and external stakeholders, the communication triggers and the key messages that need to be imparted. The Exit Communications Plan shall also contain the timings for TUPE consultations, the issue of Company notices, team briefs, bulletins, presentations, letters, press releases, question and answer sessions and face-to-face meetings. The Exit Communications Plan shall also address the following:

- a. informing Contractor Employees individually and collectively via:
 - (i) workforce presentations;
 - (ii) team leader meetings;
 - (iii) cascading team briefings;
 - (iv) regular newsletters; and
 - (v) Authority and Follow-On Contractor representation at Contractor training delivery and support management weekly planning meetings;
- b. informing the Authority, and Follow-On Contractor where necessary, individually and collectively via:
 - (i) regular briefings to Authority and Follow-On Contractor;
 - (ii) management and governance meetings;
 - (iii) Contractor representation at appropriate RN meetings; and
 - (iv) support to the RN as they seek to inform the wider stakeholder community through DINs and GALAXY notices; and
- c. informing and consulting the Trades Unions, as and when appropriate.

5. Assets

Audit of Asset Registers

5.1 Not less than 11 months before the Expiry Date, the Contractor shall provide the Authority with the following list of assets, held on the Contractor's asset management system and updated in accordance with Schedule 17 (Quality Management Policy), to enable the Authority to conduct a preliminary audit of Government Furnished Assets

5.2 Any shortcomings identified by the Authority as a result of this audit shall be addressed by the Contractor in time for the final audit, which shall be conducted by the Authority not less than three months before the Expiry Date.

Transfer of Assets

5.3 In accordance with clause 53.5 (Co-operation on Expiry or Termination) of the Contract, during the final 12 months before the Expiry Date, the Contractor shall protect and preserve property in its possession in which the Authority has an interest.

5.4 On the Expiry Date, the Contractor shall transfer to the Authority the risk or ownership of all assets:

- a. provided to the Contractor by the Authority as Issued Property (DEFCON 611) under this Contract; or
- b. procured by the Contractor on behalf of the Authority solely for the purposes of delivering the Services.

6. Documentation

Documentation

6.1 The Contractor shall provide to the Authority a preliminary status report of the Documentation not less than 11 months before the Expiry Date. An update to the status report, including the planned work up to the Expiry Date, shall be provided to the Authority not less than three months prior to the Expiry Date. A final report shall be provided at the Expiry Date.

6.2 The Contractor shall provide to the Authority not less than six months before Expiry Date, the following Documentation held by the Contractor for systems and equipment in service on the Expiry Date:

- a. operator manuals;
- b. maintenance manuals;
- c. schedule of items of routine maintenance and inspection held on the Contractor's equipment maintenance system, together with records of maintenance and inspection that have been undertaken to date, including availability data; and
- d. all systems security related information, including accreditation certificates where appropriate.

Confidential or other Authority Provided Data

6.3 The exit steering group shall agree upon the return, retention or destruction of any confidential or Authority provided data by the Contractor at the Expiry Date.

7. IPR

7.1 During the Contract Period the Contractor shall update and maintain an IPR register. The IPR register shall be based upon the information provided by the Authority to the Contractor prior to Service Commencement Date and capture all Intellectual Property subsequently used or generated by the Contractor.

7.2 The IPR register shall also record, where applicable, the terms of any licence granted to the Contractor by the Authority, an Authority Contractor (i.e. Authority supplied Third Party Intellectual Property) or Sub-Contractor to utilise their respective Background Intellectual Property.

7.3 The Contractor shall provide to the Authority a copy of the information held on the IPR register not less than 11 months before the Expiry Date.

7.4 Where the Contractor utilises its Background Intellectual Property, this shall also be recorded and, in the event of termination of the Contract (in whole or in part), clause 53.2 of this Contract shall apply to any continued use by or on behalf of the Authority of that Background Intellectual Property.

7.5 Once the Follow-On Contractor has been confirmed, the Contractor shall work with the Follow-On Contractor to ensure a smooth transition of IPR matter.

8. Planning Processes

8.1 Recognising the importance of planning in ensuring continuity of Services during the transition to a Follow-On Contractor, the Follow-On Contractor shall be invited to participate as soon as possible in the planning cycle prior to the Expiry Date.

9. Personnel

SQEP

9.1 The Contractor shall provide to the Authority, not less than six months before the Expiry Date, information held on the Contractor's Competency Management System and TAFMIS relating to Contractor SQEP competencies engaged in the delivery of the Services.

TUPE

9.2 Information concerning personnel to whom TUPE may apply shall be provided to the Authority in accordance with Schedule 9 (TUPE) of the Contract.

10. Sub-Contractors

10.1 The term of any Sub-Contract shall not extend beyond the Expiry Date, unless otherwise agreed with the Authority.

10.2 The Contractor shall provide to the Authority, not less than 11 months before the Expiry Date, a list of suppliers including details of services provided, subject to any third party restrictions on release of commercially sensitive data or confidentiality.

11. Interface Agreements

11.1 The Contractor shall provide to the Authority, not less than 11 months before the Expiry Date, a copy of interface agreements entered into with other Authority Contractors in accordance with clause 63 (Working with Other Authority Contractors) of the Contract.

12. Vacation of the Premises

12.1 On the Expiry Date the Contractor shall vacate the Licenced/Demised Premises in accordance with the terms of the Schedule 15 (Licence).

12.2 With the Authority's Licenced/Demised, the Contractor shall be allowed reasonable access to the Establishment and/or the Premises in order to carry out winding-down activities in accordance with clause 53.4 (Co-operation on Expiry or Termination) of the Contract.

13. Finance

13.1 Closing accounts shall be produced by the Contractor and submitted in accordance with Schedule 3 (Contract Price and Payment).

13.2 In the event a Termination Notice is served to the Contractor by the Authority, the Contractor shall submit a claim for costs reasonably and actually incurred in accordance with clause DEFCON 659 (Break) or Schedule 5 (Change and Change Management).

14. Ongoing Contractor Support

14.1 In accordance with DEFCON 529 (Co-operation on Expiry or Termination) of the Contract, for a period of six months after the Expiry Date or Termination, Date the Contractor is required to provide all reasonable assistance, guidance and information to the Follow-On Contractor or the Authority, as the case may be, and shall be paid reasonable costs arising from such provision.

15. Continuing Obligations

15.1 Following the Expiry Date or Termination Date, the obligations of the Contractor and the Authority under certain provisions of the Contract shall continue. Such provisions are detailed at clause 55 (Continuing Obligations) of the Contract.

16. Review

16.1 This Exit Plan shall be reviewed in accordance with Schedule 17 (Quality Management Policy) by the Contract Manager. Any required changes to this Exit Plan shall be discussed and agreed with the Level 2 Chairman.

APPENDIX 1 – EXIT PROGRAMME

Activity	Action	Date (+/- Expiry Date)
Provide TUPE information required for re-tendering in accordance with Schedule 16 (TUPE)	Contractor	-24 months
Appoint Exit Manager	Contractor & Authority	-12 months
Implement Exit Plan and Exit Programme	Contractor & Authority	-12 months
Conduct initial steering group meeting	Contractor	- 12 months
Produce and implement Exit Communications Plan	Contractor	- 11 months
Provide Authority with asset lists	Contractor	- 11 months
Conduct preliminary audit on asset list	Authority	- 11 months
Provide Authority with documentation preliminary status report	Contractor	- 11 months
Provide IPR information held on IPR register	Contractor	- 11 months
Provide a list of Sub-Contractors	Contractor	- 11 months
Provide a list of interface agreements	Contractor	- 11 months
Provide SQEP information for Contractor employees	Contractor	- 6 months
Provide equipment documentation	Contractor	- 6 months
Conduct final audit on asset list	Authority	- 3 months
Provide Authority with documentation final status report	Contractor	- 3 months
Transfer Issued Property	Contractor & Authority	Expiry Date
Vacate premises	Contractor	Expiry Date
Complete all Sub-Contracts	Contractor	Expiry Date
Return, retain or destroy confidential or other Authority data as agreed	Contractor	Expiry Date
Ongoing Contractor support	Contract	+ 6 months in accordance with clause 53.2

Note:

Timings may be reviewed once the actual exit process is underway and adjusted to suit the circumstances.