

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Call-Off Terms  
Schedule 2.6 (Transition Plan)

# Primary Care Support Services Call-Off Terms

## Schedule 2.6

### Transition Plan

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**1. Introduction**

1.1 This Schedule:

1.1.1 defines the process for completion of Transition Plan; and

1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

1.2 Without prejudice to the obligations set out in this Schedule, the Supplier shall at all times ensure that any Transition Plan is compliant with the security requirements set out in this Call-Off Agreement, including (without limitation) those requirements set out in Clauses 27 (Customer Data) and Clause 30 (Protection of Personal Data) and Schedule 2.5 (Security Management).

**2. Transition Plan**

2.1 The Transition Plan in respect of each Call-Off Agreement shall be as set out at Appendix 4 of the Call-Off Order Form applicable to that Call-Off Agreement.

2.2 The Supplier shall complete all outstanding activities set out in the Transition Plan in accordance with the relevant timescales set out in the Transition Plan.

2.3 To the extent that such matters are not already set out in the Transition Plan, in relation to any activities to be completed pursuant to Paragraph 2.2, the Supplier shall provide a detailed description within five (5) Working Days of the Call-Off Effective Date of:

2.3.1 all the steps/tasks required to be performed and the required roles and responsibilities of both Parties, including staffing requirements;

2.3.2 any Testing to be undertaken in respect of such activities in accordance with Schedule 2.8 (Testing);

2.3.3 any training and roll-out activities; and

2.3.4 the Milestone Achievement Criteria applicable to any outstanding Milestones.

2.4 All changes to the Transition Plan shall be subject to the Change Control Procedure relating to Contract Controlled Documents, provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 44 (Customer Cause)).

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**3. Updates to and Maintenance of the Transition Plan**

3.1 Following the Call-Off Effective Date:

3.1.1 the Customer shall up until the completion of the activities to be completed in accordance with Paragraph 2.2 be entitled to request an up-to-date Transition Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Transition Plan to the Customer within five (5) Working Days of receiving such a request from the Customer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

3.1.2 the Supplier's performance against the Transition Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 5.1 (Call-Off Governance)). In preparation for such meetings, the current Transition Plan shall be provided by the Supplier to the Customer not less than five (5) Working Days in advance of each meeting of the Service Management Board.

**4. Government Reviews**

4.1 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project (such as Gateway Reviews). The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.