HM Revenue & Customs

HMRC Tier 3 Model ICT Contract
Version 2.0 (April 2019)

SCHEDULE 8.5 | Exit Management

OFFICIAL – SENSITIVE - COMMERCIAL

Schedule 8.5 | Exit Management

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Assistance Commencement Date"	has the meaning set out in Paragraph 6.1(a) of Schedule 8.5 (*Exit Management*);
"Authority CDIO"	means the Authority's Chief Digital and Information Officer;
"Data Matrix"	means the Authority's data requirements and associated timeframes for data provision as set out in Annex 2 (*Data Matrix*) of Schedule 8.5 (*Exit Management*), as may be amended from time to time by the written agreement of the Parties;
"Emergency Exit"	any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with Clause 33 (*Termination Rights*), except where the period of notice given under that Clause is less than 6 months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 33 (*Termination Rights*); or (c) wrongful termination or repudiation of this Agreement by either Party;
"Exclusive Assets"	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services to the Authority;
"Exit Information"	has the meaning given in Paragraph 4.1;
"Exit Manager"	the person appointed by each Party pursuant to Paragraph 3.3 for managing the Parties' respective obligations under this Schedule;

"Government Controlled Company"	means any body governed by public law, including as created pursuant to Regulation 12 of the Public Contracts Regulations 2015 or such other body created through or derived through public law;
"Fair Market Value"	means the transfer value of any applicable assets or consumables, as determined with reference to assets of a similar in type and condition, bought and sold in 'arms length' transactions in an open market. In the absence of agreement between the Parties, Fair Market Value shall be determined by an independent valuation expert appointed by the Parties;
"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;
"Ordinary Course of Business"	means either: a) any acts, omissions or conduct which is consistent in all respects with the prevailing pattern, or course of conduct, or management used by the Supplier in the fulfilment of the Services or undertaken in order to comply with the applicable obligations under the Agreement; or b) acts, omissions or conduct which a well-managed company would undertake (assuming that such company is acting in a prudent and reasonable manner) in relation to the fulfilment of the Services, or in order to comply with all

	applicable obligations under the Agreement;
"Ordinary Exit"	any termination of this Agreement which occurs: a) pursuant to Clause 33 (*Termination Rights*) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or b) as a result of the expiry of the Initial Term or any Extension Period;
"Public Procurement Process"	means the acquisition by public means of a public contract of works, suppliers or services by one or more contracting authorities from economic operators chosen by those contracting authorities, whether or not the works, suppliers or services are intended for a public purpose, as the same is defined (as 'procurement') in section 2 of the Public Contracts Regulations 2015;
"Registers"	the register and configuration database referred to in Paragraphs 3.1(a) and 3.1(b);
"Services Transfer Date"	means the date on which the Services are transferred from the control of and provision by the Supplier to the control of and provision by a Replacement Supplier;
"Transferring Assets"	has the meaning given in Paragraph 6.9(a);
"Transferring Contracts"	has the meaning given in Paragraph 6.9(c);
"Transferring Services"	means the Services or parts of a Service which are removed by the Authority in accordance with the provisions of the Agreement including on termination of the Agreement (in whole or in part).

2 OVERVIEW

2.1 This Schedule sets out the exit management process by which the Supplier shall transfer Services to a Replacement Supplier (including to the Authority or a Government Controlled Company).

2.2 The objective of the exit management process is to facilitate the smooth transfer of the Services to the Authority, a Government Controlled Company and/or a third party Replacement Supplier in a way that preserves business continuity for the Authority in respect of the remaining Services (if any) and to enable the Authority, a Government Controlled Company and/or its potential Replacement Supplier to assume responsibility for the Services from the applicable Services Transfer Date.

3 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

3.1 The Supplier shall, within three (3) months following the Effective Date and during the Term:

(a) create and maintain a register of all:

(i) Assets, detailing their:

(A) make, model and asset number;

(B) ownership and status as either Exclusive Assets or Non-Exclusive Assets;

(C) Net Book Value;

(D) condition and physical location; and

(E) use (including technical specifications); and

(ii) 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;

(b) 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;

(c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan;

(d) 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;

(e) make available the Registers to the Authority on request; and

(f) warrant the accuracy of the content of such Registers in accordance with Paragraph 4.8.

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 Agreement.

3.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (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.

4 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

4.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority such reasonable assistance as the Authority may require to enable the Authority to retender for Replacement Services and 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:

(a) details of the Service(s);

(b) a copy of the Registers (including details of where and how the Registers are held), updated by the Supplier up to the date of delivery of such Registers;

(c) an inventory of Authority Data in the Supplier's possession or control;

(d) a populated Data Matrix and all accompanying materials relating to the Data Matrix, including organograms, (to the extent such data and materials are available to the Supplier at the time of the Authority's request for such information and as agreed between the Parties) in a readable and agreed format, in accordance with the timescales set out in the Data Matrix;

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

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

(g) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees required to be provided by the Supplier under this Agreement,

such information to include the Staffing Information as defined in Schedule 9.1 (*Staff Transfer*); and

(h) such other material and information as the Authority shall reasonably require,

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

4.2 The Supplier acknowledges that the Authority may request the Exit Information specified in Paragraph 4.1 above more than once during the Term.

4.3 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective 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 4.3 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

4.4 The Supplier shall:

(a) notify the Authority within 5 Working Days of any material change to the Exit Information which may adversely affect the financial condition, business or operations of the Authority or adversely impact upon the potential transfer and/or continuance of any Services, and shall consult with the Authority regarding such proposed material changes;

(b) promptly update the Exit Information in respect of a material change as described in Paragraph 4.4(a);

(c) ensure that the Exit Information is up to date every 3 months; and

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

4.5 NOT USED

4.6 The Exit Information and all accompanying materials 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:

(a) prepare an informed offer for those Services; and

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

4.7 The Supplier shall provide the Exit Information to the Authority and/or its Replacement Supplier in a specific format (which shall be agreed by the Parties) to assist the Authority and/or its Replacement Supplier with the orderly transition of the Services from the Supplier to the Replacement Supplier.

4.8 The Supplier warrants and undertakes that all information included in the Exit Information and all accompanying materials shall be accurate and the Authority and/or its Replacement Supplier shall be entitled to rely on the accuracy of Exit Information provided. In the event that the Exit Information is found to be materially inaccurate, the Supplier shall rectify and correct such data and provide such rectified and correct data to the Authority as soon as reasonably practicable. If the Supplier still fails to provide correct data or where the Authority believes there is an unreasonable delay in providing such data, then the Authority may escalate the non-compliance for resolution in accordance with the Dispute Resolution Procedure, and the Authority and/or its Replacement Supplier shall be entitled to bring a claim against the Supplier for material breach of its obligations under this Paragraph 4.8.

4.9 No later than two (2) months prior to the Services Transfer Date, the Supplier shall provide to the Authority and/or its Replacement Supplier an example of the Supplier's format of the payroll information using anonymised data to assist the Authority and/or its Replacement Supplier to carry out a trial run of the payroll for the Transferring Employees.

5 EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Effective Date, deliver to the Authority a draft Exit Plan which:

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of Services (or a particular sub-set of the Services) from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination (in whole or in part) of this Agreement, and the maintenance of a 'business as usual' environment for the Authority during the Termination Assistance Period;

(b) complies with the requirements set out in Paragraph 5.3;

(c) is otherwise reasonably satisfactory to the Authority; and

(d) is in a format and using a software tool agreed by the Authority.

5.2 The Parties shall use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 The Exit Plan shall set out, as a minimum:

(a) separate processes 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 Authority shall require to enable the Authority or its sub-contractors to provide the Services;

(b) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

(c) the management structure to be employed during the Termination Assistance Period;

(d) 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;

(e) how the Exit Information is obtained;

(f) how the Services will transfer to the Replacement Supplier(s) and/or the Authority, including 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 Supplier or its Sub-contractors (where applicable);

(g) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);

(h) a timetable and critical issues for providing the Termination Services;

(i) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;

(j) how the Termination Services would be provided (if required) during the Termination Assistance Period;

(k) procedures to:

(i) deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 9.1 (*Staff Transfer*);

(ii) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and

(iii) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees; and

(l) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

5.4 The Parties acknowledge that the transfer 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.

5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule once every six (6) months to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working 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. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

5.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement (or such other period as required by the Authority), the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan 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 Plan was last agreed.

5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

Monitoring of the Exit Plan

5.8 The Supplier’s performance against the Exit Plan shall be monitored at meetings of the Operational Board (as defined in Schedule 8.1 (*Governance*)). In preparation for such meetings, the Supplier shall provide to the Authority not less than 5 Working Days in advance of each meeting of the Operational Board:

(i) the final form of the Exit Plan as approved under Paragraph 5.6, or the last approved version of the Exit Plan in the circumstances described at Paragraph 5.7; and

(ii) any reports as specified in the Exit Plan.

6 TERMINATION SERVICES

Notification of Requirements for Termination Services

6.1 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"**):

(a) 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;

(b) where, pursuant to any right under the Agreement or at Law, the Authority has given written notice to remove any Services (or a particular sub-set of the Services) from the scope of the Agreement (whether following a competitive bid process or otherwise);

(c) where the Authority wishes to hold a Public Procurement Process in relation to any of the Services (or a particular sub-set of the Services); or

(d) where the Authority initiates a procurement process (other than a Public Procurement Process where a public notice is required to be given) in relation to any of the Services (or a particular sub-set of the Services).

The Termination Assistance Notice shall specify:

(a) the date from which the Supplier shall commence providing the Termination Services ("**Assistance Commencement Date**");

(b) the nature of the Termination Services required; and

(c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the date that the Supplier ceases to provide the Services.

6.2 The Authority 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 6 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 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

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

(a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1, provide the Termination Services;

(b) 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;

(c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the Authority;

(d) 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 6.5; and

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

6.4 Without prejudice to the Supplier's obligations under Paragraph 6.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) 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 Plan shall be subject to the Change Control Procedure.

6.5 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) to take account of such adverse effect.

Termination Obligations

6.6 The Supplier shall comply with all of its obligations contained in this Schedule 8.5 (Exit Management).

6.7 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:

(a) cease to use the Authority Data;

(b) 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);

(c) 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. The Supplier shall also delete all copies of any Personal Data unless it is required to be retained by EU or member state laws;

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

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

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

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

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

(e) vacate any Authority Premises;

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

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

(ii) 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 6.7(f)(ii).

6.8 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 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.

6.9 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.

7. GOVERNANCE

Both Parties shall comply with the provisions in Schedule 8.1 (*Governance*) in relation to the management and governance of Termination Assistance.

8. ASSETS, SUB-CONTRACTS AND SOFTWARE

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

(a) 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;

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

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

8.2. Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.3(e), the Authority shall provide written notice to the Supplier setting out:

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

(b) which, if any, of:

(i) the Exclusive Assets that are not Transferring Assets; and

(ii) the Non-Exclusive Assets,

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

(c) which, if any, of the Sub-contracts the Authority does not require to be assigned or novated to the Authority and/or the Replacement Supplier and all other Sub-contracts shall be 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. The Supplier shall freeze the lists of Transferring Assets and Transferring Contracts and shall update them (with the Authority's prior written consent) only as and when changes are required in order to continue the fulfilment of the Transferring Services in the Ordinary Course of Business. 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 Transferring Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services.

8.3. With effect from the expiry of the Termination Assistance Period, should the Authority so require, the Supplier shall be obliged to sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a sum in accordance with Fair Market Value and agreed between the parties. The final price may be affected where:

(a) 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

(b) 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 sum agreed less the amount already paid through the Charges.

8.4. 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.

8.5. Where the Supplier is notified in accordance with Paragraph 8.2(b) that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferring Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

(a) 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

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

8.6. During the Termination Assistance Period, the Supplier shall not vary, terminate, assign, novate, purport to vary, nor allow any of the listed Transferring Contracts used wholly or mainly to provide the Transferring Services to expire, without the Authority’s prior written consent (such consent not to be unreasonably withheld).

8.7. 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 provide full copies of the Transferring Contracts to the Authority (and/or the Replacement Supplier at the Authority's request) no less than 4 weeks before the date the novation or assignment is to take effect. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

8.8. The Authority shall:

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

(b) 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.

8.9. 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.

8.10. The Supplier shall transfer to the Replacement Supplier the benefit of any manufacturers' warranties ("**Manufacturer's Warranties**") applicable wholly to the transferring Services where the Supplier is able to transfer the benefit thereunder. To the extent that the benefit of any such Manufacturer's Warranty cannot be transferred to the Replacement Supplier except by way of a novation agreement or by obtaining a consent, an approval, a waiver or the like from the manufacturer or other third party ("**Consents**"):

(a) the Supplier shall (unless otherwise agreed) use commercially reasonable efforts to procure such Consents or the novation of the relevant Manufacturer's Warranties to the Replacement Supplier; and

(b) unless or until any such Manufacturer's Warranty is so novated or any necessary Consent is obtained, the Supplier will receive and hold the benefit of the relevant Manufacturer's Warranty for the Replacement Supplier and the Authority will pay or reimburse any sums (as agreed between the Parties) properly payable in connection with such Manufacturer's Warranty after each Services Transfer Date, as the case may be.

8.11. Except where the Authority has expressly agreed through the Change Control Procedure that a waiver shall apply in respect of a particular specified Transferring Contract, the Supplier shall pay any fees required for the transfer of the Transferring Contracts.

8.12. 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 8.7 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

8.13. At any time following a Termination Notice, the Supplier shall promptly notify the Authority of any material changes to any enterprise-wide Sub-contract which may have a material impact on the fulfilment of the Transferring Services.

9. SUPPLIER PERSONNEL

9.1. 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.

9.2. The Supplier shall not and shall procure that any relevant Sub-contractor shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) without the prior written consent of the Authority 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 or Replacement Sub-contractor.

9.3. During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-contractor shall:

(a) give the Authority and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Authority and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Authority, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

(b) consent to any election by the Authority, Replacement Supplier and/or Replacement Sub-contractor to carry out pre-transfer collective consultation under S198A - 198B of the Trade Union and Labour Relations (Consolidation) Act 1992 and thereafter facilitate such consultation;

(c) co-operate with the Authority and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services.

9.4. 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, except that this paragraph shall not apply either where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy or where an offer is made pursuant to an express right to make such offer under Schedule 9.1 (*Staff Transfer*) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

10. CHARGES

10.1. The Authority shall pay the Charges to the Supplier in respect of the Termination Services carried out during the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), in accordance with the rates set out in Annex 2 of Schedule 7.1 (Charges and Invoicing), subject to a cap of £0). The Authority shall not be required to pay any other costs in respect of the Termination Services. If the scope or timing of the Termination Services is changed and this results in a change to the Charges for such Termination Services, the cap may be varied in accordance with the Change Control Procedure.

10.2. Except as otherwise expressly specified in this Agreement, the Supplier shall not charge for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan

and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

11. APPORTIONMENTS

11.1. Where applicable, 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:

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

(b) 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

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

11.2. Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 11.1 as soon as reasonably practicable.

12. DISPUTES

During any Termination Assistance Period, the Supplier shall maintain and update a list of on-going and/or threatened disputes in relation to any of the Supplier's Solution or Transferring Contracts in so far as they relate to the Transferring Services and shall use its commercially reasonable efforts to resolve such disputes. The Supplier shall not settle any such dispute(s) nor accept any liability (either on its own behalf or that of the Authority) without obtaining the Authority’s prior written consent (which shall not be unreasonably withheld) where any such settlement affects the interests of the Authority.

13. ETHICAL WALLS AGREEMENT

The Supplier shall prior to the expiry or earlier termination of this Agreement enter into an agreement in the form set out at Annex 3 of this Schedule 8.5 without which the Authority may elect at its sole discretion that the Supplier may not take part in any future procurement exercise carried out by the Authority in relation to the Services (including Replacement Services).

ANNEX 1 | SCOPE OF THE TERMINATION SERVICES

1

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

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

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

(c) 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;

(d) 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);

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

(f) with respect to work in progress, including any in-flight projects, as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition and providing support and collaboration for the transition of any in-flight projects;

(g) providing the Authority with any problem logs which have not previously been provided to the Authority;

(h) 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;

(i) 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;

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

(k) 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;

(l) assisting in establishing naming conventions for any new production site;

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

(n) generating a computer listing of the Source Code in a form and on media reasonably requested by the Authority;

(o) agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority Personnel, customers and key stakeholders;

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

(q) 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;

(r) assisting with the loading, testing and implementation of the production databases;

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

(t) in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous time period;

(u) 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);

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

(w) answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

(x) 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;

(y) 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:

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

(ii) 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, including those employees filling the relevant Key Personnel positions and Key Personnel with specific knowledge in respect of the Exit Plan;

(z) knowledge transfer services, including:

(i) 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;

(ii) providing as early as possible 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;

(iii) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier's or its Sub-contractors' personnel of suitable experience and skill and 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; and

(iv) allowing the Authority and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its facilities used to fulfil the Services (subject to compliance by the Authority and the Replacement Supplier with any applicable security and/or health and safety restrictions);

(aa) regarding any escrow agreement that may exist, details of where it is lodged and any other related information as may be required by the Authority.

1.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(k) 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(o), 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(x), 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(z) shall include:

(a) copies of up-to-date procedures and operations manuals;

(b) product information;

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

(d) 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;

(e) 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;

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

(g) any relevant interface information,

and such information shall be updated by the Supplier at the Services Transfer Date.

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:

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

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

(ii) 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

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

[ANNEX 2 | DATA MATRIX]

[***Insert Data Matrix***]

ANNEX 3 | ETHICAL WALLS AGREEMENT

ETHICAL WALLS DEED

Between

THE COMMISSIONERS FOR

HER MAJESTY'S REVENUE AND CUSTOMS

- and -

[Insert name of Supplier]

THIS DEED is made the [ ] day of [ ] 20[xx]

BETWEEN:

(1) **The Commissioners for Her Majesty's Revenue and Customs** whose principal of business is at 100 Parliament Street, London, SW1A 2BQ **("HMRC")**; and

(2) **[Insert Supplier's name]** (Company Number [ ]) whose registered office is at [ ] **("the Supplier")**.

RECITALS

(A) HMRC is to procure a service in respect of the provision of scanning services **("the Service")**.

(B) This Deed is made in recognition of the requirements of Regulation 18 of The Public Contract Regulations 2015 **("PCR")** places HMRC under a statutory duty to act in a transparent and proportionate manner, to treat all bidders equally and without discrimination, and to ensure that the design of the Procurement Process is not made with the intention of unduly favouring or disadvantaging certain economic operators.

(C) This Deed is also made in compliance of the duty on HMRC to take appropriate measures to effectively prevent, identify and remedy conflicts of interest, actual and perceived as arising in the conduct of the Procurement Process so as to avoid any distortion of competition and to ensure equal treatment of all economic operators as set out in Regulation 24 of the PCR.

(D) As an Incumbent Supplier to HMRC, the Supplier may have or have had access to Relevant Information relating to the affairs of HMRC, and the Service in particular, which is commercially sensitive and of a confidential nature.

(E) The Supplier acknowledges that, any Relevant Information it may have obtained in connection with its provision as an Incumbent Supplier to HMRC could give the Supplier and/or other bidders an unfair advantage.

(F) Non-incumbent bidders may consider themselves disadvantaged if another Bid Team has access to Relevant Information that is not generally available. In particular they may be concerned about an Incumbent Supplier having access to knowledgeable and experienced staff from the Operational Team supporting HMRC.

(G) Ethical Walls are designed to control communications between Operational Teams and Bid Teams within the Incumbent Supplier. In addition, such control is intended to ensure that all bidders are assured of an equal competitive opportunity through access to Relevant Information.

(H) To assure HMRC that the Supplier will avoid this potential unfair advantage and/or conflict as an Incumbent Supplier, the Supplier has agreed to enter this Deed.

TERMS

1 Definitions

1.1 In this Deed the following terms shall have the following meanings:

"Affiliate"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
"Supplier Personnel"	means all employees, agents, consultants, sub-contractors and contractors of the Incumbent Supplier (or any Affiliate of the Incumbent Supplier) and/or of any of its sub-contractors, agents or members of its consortium.
"Bid"	means any activity which involves the Supplier, including any involvement as a sub-contractor, in any direct or indirect participation in a Procurement Process.

"Bid Team"	means any team from time to time comprising of those Supplier Personnel for the purpose of responding directly or indirectly to a Procurement Process (or any part thereof).
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly.
"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 all other Supplier Personnel, to protect client confidentiality and ensure conflicts of interest do not arise that could otherwise give an unfair competitive advantage to an Incumbent Supplier in a Procurement Process.
"Incumbent Supplier"	means the Supplier as named in this Deed providing existing services to HMRC, who may be deemed to have an actual, potential or perceived view of HMRC's current IT environment.
"Relevant Information"	means any written or oral information which describes the nature of the services provided to HMRC or the method by which those services are, or will be, provided during the course of the current service contract(s). This definition covers any information, which an Incumbent Supplier obtains, either directly or indirectly, during the course of its ongoing service relationship with HMRC (together with any information derived from the same). It excludes any information that is already available to all bidders either through public domain or other sources not subject to an obligation of confidence or through the procurement documentation and other supporting information provided by HMRC.
"Member of the Bid Team"	means any Supplier Personnel who are or have been involved in the Bid and **"Members"** shall be interpreted accordingly.
"the Service"	has the meaning as set out in Recital (A) above.
"the Supplier"	means the party named in this Deed at (2) above.

"Operational Team"	means any Supplier Personnel who are involved in the day-to-day provision of services to HMRC, or in the management of such services.
"PCR"	has the meaning as set out in Recital (B) above.
"Procurement Process"	means the process by which HMRC shall procure the provision of the Service.

2 Ethical Walls

2.1 The Supplier shall comply with this Deed without prejudice to any of its own internal policies and procedures which relate to conflicts of interest or ethical walls. The Supplier shall promptly inform HMRC of any conflict between this Deed and any of its own relevant internal policies and procedures and HMRC shall consider the purported conflict and instruct the Supplier accordingly, at HMRC's discretion.

2.2 The undersigned on, behalf of the Supplier, shall ensure that no Supplier Personnel:

2.2.1 discusses with or provides any Relevant Information gained to any Members of the Bid Team;

2.2.2 discloses or makes available to any Members of the Bid Team any Relevant information that is not in the public domain; and

2.2.3 becomes a member of the Bid Team, unless the Supplier has obtained HMRC's prior written consent.

2.3 The Supplier shall at all times ensure separation between Supplier Personnel and Members of the Bid Team, and in particular shall:

2.3.1 ensure that all Supplier Personnel are, so far as reasonably practicable:

2.3.1.1 located in different offices to the Members of the Bid Team, or else on different floors with restricted access of the same office to the Members of the Bid Team;

2.3.1.2 have separate reporting, supervision and management lines to the Members of the Bid Team; and

2.3.1.3 in particular remain separate to the Members of the Bid Team at organisational levels where any commercial decisions relating to either team can be made;

2.3.2 ensure that where a single point of supervision for both teams exists this is notified to HMRC;

2.3.3 ensure that:

2.3.3.1 all electronic information (including all files and databases) relating to the Bid cannot be accessed by any Supplier Personnel except to the extent necessary to comply with the Supplier's information technology and security policies and any such access shall be strictly limited to IT security and administrative personnel; and

2.3.3.2 that no Supplier IT security and administrative personnel do anything with any such electronic information they access and in particular do not provide access to any Member of the Bid Team; and

2.3.4 ensure that all information and documentation held in hard copy is stored securely and separately from that relating to any Procurement Process so that it cannot be accessed by any Supplier Personnel.

2.4 Upon becoming aware of any instance of non-compliance with this Deed, the Supplier shall, without prejudice to HMRC's rights of enforcement under this Deed:

2.4.1 immediately report to HMRC any such non-compliance with full details of the non-compliance;

2.4.2 carry out a review to ascertain the reasons for and extent of such non-compliance;

2.4.3 take such steps as are necessary to eliminate the risk of such non-compliance occurring again; and

2.4.4 implement procedures for the reporting of any unexpected or unusual requests for access to or copies of documents.

2.5 The Supplier shall maintain records to show that effective Ethical Walls have been put in place and that the Supplier has implemented measures to prevent themselves from gaining any advantage over other prospective bidders or suppliers in any Procurement Process.

2.6 The Supplier shall monitor the effectiveness of the Ethical Walls and take all necessary steps where is it is found that the Ethical Walls have not been effective.

2.7 The Supplier shall implement or procure the implementation of disciplinary sanctions within its, its Affiliate's or sub-contractor's organisation where there has been a breach of the Ethical Walls.

2.8 HMRC may, on five (5) days' prior written notice, audit the Supplier's compliance with this Deed, including (but not limited to) visiting the Supplier, its Affiliates' and/or any sub-contractors' sites. The Supplier shall (and shall use all reasonable endeavours to ensure that its Affiliates and sub-contractors shall) take all necessary steps to assist HMRC to carry out this audit.

3 Enforcement

3.1 In the event of a breach of this Deed by the Supplier, HMRC may (at its sole discretion) do one or more of the following:

3.1.1 exclude the Supplier from any Procurement Process pursuant to Regulation 57(8)(e) PCR where a conflict of interest within the meaning

of Regulation 24 of the PCR cannot be effectively remedied by other, less intrusive, measures; and

3.1.2 seek injunctive or other equitable remedy to restrain disclosure or further disclosure of any information relating to the Procurement Process or the Service; and/or

3.1.3 circulate to all bidders contemporaneously any information that it considers could be relevant to the Procurement Process and/or the Service and/or could provide any advantage to a bidder;

3.1.4 pursue any other remedy that may be available to HMRC.

4 General

4.1 The obligations in this Deed shall continue until the date thirty (30) days after the execution of the contract for the Service.

4.2 This Deed shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

4.3 This Deed is for the benefit of and may be enforced by any public body involved or interested in the procurement of the Service under the Contracts (Rights of Third Parties) Act 1999.

4.4 This Deed may be amended or terminated by the agreement of the parties without notice to or consent from any third party.

4.5 Any notice required to be given under this Deed shall be in writing and shall be delivered at the address specified in this Deed.

4.6 If any provision or part provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

IN WITNESS WHEREOF HMRC AND [NAME OF SUPPLIER] HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND DELIVERED AS A DEED THE DAY AND YEAR FIRST BEFORE WRITTEN**.**

EXECUTED AS A DEED BY BEING SIGNED AND DELIVERED FOR AND ON BEHALF OF HER MAJESTY'S REVENUE AND CUSTOMS:

Signature.....

Name:

Position:

Date.....

Witnessed by:

Signature.....

Name:

Position:

Date.....

EXECUTED AS A DEED BY [NAME OF SUPPLIER] ACTING BY A [DIRECTOR AND THE SECRETARY OR TWO DIRECTORS]:

Signature.....	Signature.....
Name:	Name:
Position:	Position:
Date.....	Date.....

Witnessed by:

Signature.....	Signature.....
Name:	Name:
Position:	Position:
Date.....	Date.....