

SCHEDULE 21

Exit Management

1 DEFINITIONS

- 1.1 In this Schedule, capitalised terms shall have the meaning given to them in Schedule 1 (Definitions).

2 OBLIGATIONS DURING THE CONTRACT TERM TO FACILITATE EXIT

- 2.1 During the Contract Term, the Contractor shall:
- (a) produce and maintain the Service Delivery Procedures on the Shared Data Environment in accordance with Schedule 6 (Governance, Management Information, Reports, Records and Audit); and
 - (b) at all times keep the Service Delivery Procedures up to date, in particular in the event that Assets, sub-contracts or other relevant agreements are added to, or removed from, the Services and/or the Contract.
- 2.2 In accordance with the Exit Management Plan, each Party shall appoint an equal number of representatives to become members of the Exit Steering Group for the purposes of managing the Parties' respective obligations under this Schedule 21 (Exit Management). The Contractor shall be responsible for ensuring that the Contractor and its employees, agents and Sub-Contractors comply with this Schedule 21 (Exit Management) and the Exit Management Plan. The Contractor shall ensure that its Exit Steering Group members have the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with its obligations under this Schedule 21 (Exit Management).
- 2.3 The Exit Steering Group shall identify, capture and develop plans to actively manage risks. The Exit Steering Group shall review the risks relating to exit in respect of this Contract and input into the Joint Risk Register accordingly on a monthly basis.

3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 3.1 On reasonable notice at any point during the Contract Term, the Contractor shall provide to the Authority and/or its potential Replacement Contractors (subject to the potential Replacement Contractors 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 Contractors undertaking due diligence:
- (a) details of the Services;
 - (b) a copy of the up-to-date Service Delivery Procedures;
 - (c) an inventory of Authority Data in the Contractor's possession or control;

- (d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (e) details of any key dependencies on third parties in relation to the provision of the Services;
- (f) details of any key interfaces between the Contract and/or the Services and other contracts and/or other services;
- (g) a list of ongoing and/or threatened disputes in relation to the provision of the Services;
- (h) to the extent permitted by applicable Law, all information relating to Subsequent Transferring Employees required to be provided by the Contractor under this Contract and in accordance with Schedule 22 (Staff Transfer);
- (i) updates against any scheduled maintenance programmes; and
- (j) such other material and information as the Authority shall reasonably require,

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

3.2 The Contractor acknowledges that the Authority may disclose the Contractor's Commercially Sensitive Information to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 3.2 disclose any Contractor's Commercially Sensitive Information which is information relating to the Contractor's or its Sub-Contractors' prices or costs) and such actual or prospective Replacement Contractor or any third party will sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require).

3.3 Following the provision of Exit Information pursuant to paragraph 3.2, the Contractor shall:

- (a) notify the Authority within five (5) Business Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Business Days of a request in writing from the Authority.

3.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Contractor 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 Contractor (if the Contractor is invited to participate).

4 OBLIGATIONS DURING THE EXIT ASSISTANCE PERIOD

- 4.1 During the Exit Assistance Period, the Contractor shall provide the Exit Management Services to the Authority at no additional cost to the Authority.

5 EXIT MANAGEMENT PLAN

- 5.1 In accordance with Clause 28.5 (Change), the Contractor shall review and (if appropriate) propose updates to the Exit Management Plan on a basis consistent with the principles set out in this Schedule 21 (Exit Management).

- 5.2 The Exit Management Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained;
- (b) the proposed methodology for achieving an orderly transition of the relevant Services from the Contractor to the Authority and/or Replacement Contractor on Partial Termination, termination or expiry of this Contract, including details of the processes and documentation (where applicable);
- (c) mechanisms for the supply by the Contractor of all such reasonable assistance as the Authority shall require to enable the Authority and/or its Replacement Contractor requires to provide the Services or any Replacement Services;
- (d) a proposed approach for dealing with Partial Termination (if relevant) of the Contract on the assumption that the Contractor will continue to provide the remaining Services under this Contract;
- (e) the exit management organisation structure to be employed during both:
 - (i) transfer of the Services to the Authority and/or its Replacement Contractor; and
 - (ii) cessation of the Services;
- (f) the exit management organisation structure to be employed during the Exit Assistance Period;
- (g) the format, structure and frequency of the Exit Steering Group, including the details of appointed representatives together with their roles and responsibilities;
- (h) the obligations associated with termination or expiry of the Contract, in accordance with the applicable provisions of this Contract set out in Clause 60 (Consequences of Expiry or Termination).
- (i) a programme for exit, addressing key milestones, resource and timescales, including a detailed breakdown of each deliverable into a series of sub-tasks with respective start and completion dates;

- (j) how the Services will transfer to the Replacement Contractor and/or the Authority, including details of the processes, documentation, data transfer, IPR reporting, branding adjustments, software licences, systems migration, security and the segregation of the Assets and the Authority's components from any assets and components owned and/or operated by the Contractor or its Sub-Contractors (where applicable);
- (k) the proposed approach for the rectification of any outstanding security issues, handover of security data, equipment, passwords, return of security passes and closure of MODNET accounts (as applicable);
- (l) the proposed approach for the return of materials to the Authority in accordance with paragraph 6.6(d) of this Schedule 21 (Exit Management);
- (m) the proposed approach for the hand back of Authority leased and licensed space, including the removal of the Contractor's signage and/or branding (where applicable) and identification and rectification of any defects evident;
- (n) the requirements for provision of a Contractor-owned inventory list together with a plan and certification for removal from the Authority Premises;
- (o) the proposed approach for the transfer of full Asset inventory records, including any warranties, historical maintenance records and existing maintenance programme in an accessible format that will ensure ongoing functionality;
- (p) the provision of a GFE inventory list and associated audits including a full physical stocktake and rectification of any defects evident;
- (q) the scope of the Exit Management Services and detail as to how such services would be provided during the Exit Assistance Period;
- (r) the work forecasted to be in progress at the Expiry Date or Termination Date;
- (s) the provision of status reports detailing work in progress against each key SOR output to facilitate the handover to the potential Replacement Contractors, including existing and future work programmes;
- (t) the provision of status reports detailing work in progress relating to Sub-Contracts, including all relevant novation and/or termination rights and details of the services provided;
- (u) a timetable and identification of critical issues for providing the Exit Management Services;
- (v) a clear and detailed communications process that will apply during the Exit Assistance Period to deal with requests made by the Authority and/or a Replacement Contractor for employee information, TUPE consultations, training (including Sub-Contractors where appropriate), communications with internal and external stakeholder, public announcements and press enquiries, communications to Contractor Personnel (both

collectively and individually), briefings with the Authority and Replacement Contractor(s) and communications with trade unions (as and when appropriate) in accordance with Schedule 22 (Staff Transfer);

- (w) a process plan for identifying any skills or competency shortfalls arising during transition in relation to staff transfers, including recommended measures for managing these shortfalls and measures for enhancing staff communication, well-being, staff retention and motivation during and post-transition;
 - (x) the communication and interface, access rights and information sharing processes and protocols that the Contractor will be required to provide to potential Replacement Contractors;
 - (y) the assignment, transfer or novation by the Contractor (insofar as it is able to do so) to the Authority and/or the Replacement Contractor (if it so requires) of all permits, licences, service contracts, maintenance agreements, support agreements (including subcontracts), indemnities, environmental and third party claims (but not in respect of any claim which is outstanding) or other arrangements between the Contractor and third parties which are necessary for the carrying out the Services and all other contractual obligations;
 - (z) any GFE or other dependencies that the Contractor requires in order to fulfil the requirements of the Exit Management Plan; and
 - (aa) how each of the issues set out in this Schedule 21 (Exit Management) will be addressed to facilitate the transition of the Services (or any part thereof including the separate termination of a Task) from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services and that the Contractor continues to deliver the Services in accordance with the performance standards set out in this Contract during the Exit Assistance Period.
- 5.3 The Parties acknowledge that the migration of the Services from the Contractor to the Authority and/or its Replacement Contractor may be phased, such that certain of the Services are handed over before others.
- 5.4 The Parties shall continue to comply with their obligations set out in the Contract during the execution of the Exit Management Plan to the extent that the Exit Management Plan does not affect the ability of the Parties to comply with such obligations.
- 5.5 The Contractor shall cooperate in any reasonable arrangements notified to it by the Authority, including but not limited to site visits by representatives of potential Replacement Contractors in relation to a procurement of Replacement Services, condition surveys and performance checks on all Assets, insofar as such reasonable arrangements do not adversely affect the delivery of the Services.

6 EXIT MANAGEMENT SERVICES

Exit Assistance Period

- 6.1 Throughout the Exit Assistance Period, the Contractor shall:
- (a) continue to provide the Services;
 - (b) provide the Exit Management Services;
 - (c) in addition to providing the Services and the Exit Management Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination of this Contract, Termination Date or Expiry Date and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Contractor;
 - (d) provide the Services and the Exit Management Services at no detriment to the expected performance levels, save to the extent that the Parties agree otherwise in accordance with paragraph 6.2; and
 - (e) at the Authority's request and on reasonable notice, deliver an up-to-date copy of the Service Delivery Procedures.
- 6.2 If the Contractor demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Exit Management Services during the Exit Assistance Period will have a material, unavoidable adverse effect on the Contractor's ability to meet one or more KPI(s), the Parties shall vary the expected performance level(s) and/or the applicable Non-Performance Points to take account of such adverse effect.

Termination Obligations

- 6.3 The Contractor shall provide the Exit Management Services in accordance with the principles set out in this Schedule 21 (Exit Management) and the Exit Management Plan (or as otherwise agreed in writing between the Parties).
- 6.4 The Contractor shall comply with all of its obligations contained in the Exit Management Plan in respect of any Partial Termination or termination.
- 6.5 Either Party may request an ad hoc Strategic Board meeting in accordance with Schedule 6 (Governance, Management Information, Reports, Records and Audit) in order to facilitate the smooth delivery of the Exit Management Services, including the implementation of the Exit Management Plan and any such request shall not be unreasonably refused.
- 6.6 At the end of the Exit Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Exit Management Services and its compliance with the other provisions of this Schedule 21 (Exit Management)) in respect of the Services that have been terminated, the Contractor shall:
- (a) cease to use the Authority Data;

- (b) provide the Authority and/or the Replacement Contractor 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 Contractor after the end of the Exit Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
- (d) return to the Authority such of the following as is in the Contractor's possession or control in accordance with the Exit Management Plan:
 - (i) all materials created by the Contractor under this Contract in which all or any of the IPRs are owned by the Authority;
 - (ii) any items that have been on-charged to the Authority, such as consumables;
 - (iii) any Authority issued assets or materials including but not limited to laptops, mobiles and vehicles;
 - (iv) any personal equipment loaned to the Contractor by the Authority; and
 - (v) any other articles or data as specified in the Exit Management Plan;
- (e) vacate any Authority Premises unless access is required to enable the Contractor to continue to deliver the Services in accordance with this Contract;
- (f) provide access during normal working hours to the Authority and/or the Replacement Contractor for up to twelve (12) months after the Partial Termination, Expiry Date or early termination of this Contract to:
 - (i) such information relating to the Services as remains in the possession or control of the Contractor; and
 - (ii) such members of the Contractor Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Contractor, provided that the Authority and/or the Replacement Contractor shall pay the reasonable costs of the Contractor actually incurred in responding to requests for access under this paragraph 6.6(f)(ii).

6.7 Upon termination or expiry (as the case may be) or at the end of the Exit Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Exit Management Services and its compliance with the other provisions of this Schedule 21 (Exit Management)), each Party shall return to the other Party (or if requested, destroy or delete) all confidential information of the other Party in respect of the terminated Services 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 Exit Management Services or for statutory compliance purposes.

- 6.8 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the terminated Services shall be terminated with effect from the end of the Exit Assistance Period.

7 ASSETS, SUB-CONTRACTS AND SOFTWARE

- 7.1 Following notice of termination or Partial Termination of this Contract and during the Exit Assistance Period, the Contractor shall not, in respect of the terminated Services, 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; or
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets.

- 7.2 Within twenty (20) Business Days of receipt of the up-to-date Service Delivery Procedures provided by the Contractor pursuant to paragraph 6.1(e), the Authority shall provide written notice to the Contractor setting out:

- (a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Contractor in respect of the terminated Services ("**Transferring Assets**"); and
- (b) which, if any, of the Assets the Authority and/or the Replacement Contractor requires the continued use of,

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

- 7.3 With effect from the expiry of the Exit Assistance Period, the Contractor shall sell the Transferring Assets to the Authority and/or its nominated Replacement Contractor for a consideration equal to their value, except where:

- (a) Termination Compensation is payable by the Authority to the Contractor, in which case, payment for such assets shall be included within the Termination Compensation;
- (b) the Transferring Asset was transferred to the Contractor by the Authority during the Contract Term for nominal value, in which case, the value of such asset shall be no greater than the nominal value for which it was originally transferred to the Contractor; or
- (c) 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 Contract, in which case the Authority shall pay the Contractor the value of the Transferring Asset less the amount already paid through the Charges.

- 7.4 The Contractor shall return or dispose of the Transferring Assets in accordance with the Exit Management Plan.
- 7.5 The Contractor shall return or dispose of GFE in accordance with the Exit Management Plan, Clause 16 (Assets) of the Contract, and any instructions issued by the Authority.
- 7.6 Not used.
- 7.7 Risk in the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the Exit Assistance Period.
- 7.8 Not used.
- 7.9 Responsibility and arrangements for TTE is set out in Clause 16 (Assets) of the Contract.
- 7.10 The Authority shall confirm in writing its receipt of any Transferring Assets returned by the Contractor to the Authority or to the Replacement Contractor, within thirty (30) Business Days of such receipt.
- 7.11 Where the Contractor is notified in accordance with paragraph 7.2(b) that the Authority and/or the Replacement Contractor requires continued use of any Asset that is not a Transferable Asset, the Contractor 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 Contractor 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 Contractor shall bear the reasonable proven costs of procuring the same.
- 7.12 In the event that the Authority requires a Direct Agreement to be assigned or novated to the Replacement Contractor, the Contractor shall as soon as reasonably practicable assign or procure the novation to the relevant Replacement Contractor. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

8 CONTRACTOR PERSONNEL

- 8.1 The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the Services or part of them for any reason, Schedule 22 (Staff Transfer) shall apply.
- 8.2 The Contractor shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor.

- 8.3 During the Exit Assistance Period, the Contractor shall give the Authority and/or the Replacement Contractor reasonable access to the Contractor Personnel to present the case for transferring their employment to the Authority and/or the Replacement Contractor.
- 8.4 The Contractor shall immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the employee information, regardless of when such notice takes effect.
- 8.5 The Contractor shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, contractors or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Contractor, except that this paragraph shall not apply where the employee, contractor or Sub-Contractor applies in response to a public advertisement of a vacancy.

9 CHARGES

- 9.1 Except as otherwise expressly specified in this Contract, the Contractor shall not make any charges for the services provided by the Contractor pursuant to this Schedule 21 (Exit Management), and the Authority shall not be obliged to pay for costs incurred by the Contractor in relation to its compliance with this Schedule 21 (Exit Management) including the preparation and implementation of the Exit Management Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Exit Assistance Period.

10 APPORTIONMENTS

- 10.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets shall be apportioned between the Authority and the Contractor and/or the Replacement Contractor and the Contractor (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 Contractor 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 Contractor shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Contractor shall pay) any monies due under paragraph 10.1 as soon as reasonably practicable.

APPENDIX 1

Scope of the Exit Management Services

- 1 The Exit Management Services to be provided by the Contractor shall include such of the following services as the Authority may specify:
 - 1.1 cooperating with the Authority to meet the obligations and requirements set out in this Schedule 21 (Exit Management), and complying with the Exit Management Plan;
 - 1.2 notifying the Sub-Contractors of procedures to be followed during the Exit Assistance Period and providing management to ensure these procedures are followed;
 - 1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Contractor after the end of the Exit Assistance Period;
 - 1.4 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Exit Management Services;
 - 1.5 with respect to work in progress as at the end of the Exit Assistance Period, documenting the current status and stabilising for continuity during transition;
 - 1.6 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services;
 - 1.7 making available to the Authority and/or the Replacement Contractor expertise to analyse training requirements and provide all necessary training for the use of tools and/or equipment by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
 - 1.8 agreeing with the Authority a handover plan for all of the Contractor's responsibilities as set out in the Cyber Security Implementation Plan;
 - 1.9 assisting in the execution of a transition period until the effective date of expiry or termination of this Contract;
 - 1.10 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
 - 1.11 answering all reasonable questions from the Authority and/or the Replacement Contractor regarding the Services;
 - 1.12 agreeing with the Authority and/or the Replacement Contractor a plan for the migration of the Authority Data to the Authority and/or the Replacement Contractor;

1.13 providing access to the Authority and/or the Replacement Contractor during the Exit Assistance Period and for a period not exceeding six months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Contractor:

- (a) to information and documentation relating to the Transferring Services that is in the possession or control of the Contractor or its Sub-Contractors (and the Contractor 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
- (b) following reasonable notice and during the Contractor's normal business hours, to members of the Contractor Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors; and

1.14 knowledge transfer services, including:

- (a) transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Services;
- (b) providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;
- (c) providing the Contractor and/or the Replacement Contractor with access to such members of the Contractor's or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors; and
- (d) allowing the Authority and/or the Replacement Contractor to work alongside and observe the performance of the Services by the Contractor (subject to compliance by the Authority and the Replacement Contractor with any applicable security and/or health and safety restrictions),

and any such person who is provided with such knowledge transfer services will sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require).

2 The Contractor shall:

- 2.1 provide a documented plan relating to the training matters referred to in paragraph 1.7 for agreement by the Authority at the time of termination or expiry of this Contract;
- 2.2 co-operate fully in the execution of the handover plan agreed pursuant to paragraph 1.8, providing skills and expertise of a suitable standard; and
- 2.3 fully co-operate in the execution of the Authority Data migration plan agreed pursuant to paragraph 1.12, providing skills and expertise of a reasonably acceptable standard.

- 3 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor, the Contractor shall provide a detailed explanation of the Service Delivery Procedures and the Standards to the operations personnel of the Authority and/or the Replacement Contractor.
- 4 The information which the Contractor shall provide to the Authority and/or the Replacement Contractor pursuant to paragraph 1.14 shall include:
 - 4.1 copies of up-to-date Service Delivery Procedures;
 - 4.2 product information;
 - 4.3 agreements with third party contractors of goods and services which are to be transferred to the Authority and/or the Replacement Contractor (if applicable);
 - 4.4 key support contact details for third party contractor personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule 21 (Exit Management) (if applicable);
 - 4.5 information regarding any unresolved faults or defects in progress at the commencement of the Exit Assistance Period as well as those expected to be in progress at the end of the Exit Assistance Period; and
 - 4.6 any relevant information in respect of the interface of the Services with other contracts and/or other service provision (including services provided by third parties),

and such information shall be updated by the Contractor at the end of the Exit Assistance Period.

- 5 During the Exit Assistance Period the Contractor shall grant any agent or personnel (including employees, consultants and Contractors) of the Replacement Contractor 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:
 - 5.1 any such agent or personnel (including employees, consultants and contractors) having access to any Sites pursuant to this paragraph 5 shall:
 - (a) sign a confidentiality undertaking in favour of the Contractor (in such form as the Contractor shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Contractor relevant to such Site and that the Authority deems reasonable; and
 - (c) the Authority and/or the Replacement Contractor shall pay the reasonable, proven and proper costs of the Contractor incurred in facilitating such access.