

SCHEDULE 16

Exit Plan

1. **Scope**

1.1 This schedule:

- (A) sets out the strategy to be followed on the termination (including Partial Termination) or expiry of this Agreement; and
- (B) requires the Service Provider to support an orderly, controlled transition of responsibility for the provision of the Services from the Service Provider to a New Service Provider, at TfL's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TfL by means of the implementation of the Exit Plan.

2. **Exit Strategy and Exit Objectives**

2.1 The Service Provider shall have regard to the Exit Strategy and the following objectives (the "**Exit Objectives**") when producing, updating and implementing the Exit Plan and the Service Transfer Plan:

- (A) The purpose of the exit process is to enable the Service Provider to cease supplying the Services, or part thereof, and for a New Service Provider or TfL to perform equivalent (or similar) services;
- (B) The Service Provider should provide such assistance and information to TfL or a New Service Provider as necessary to enable as efficient and effective a transfer of services as possible;
- (C) Data shall be presented in a reasonable format that is capable of being utilised by any New Service Provider;
- (D) It is critical to identify a process for the successful migration of Data to any new system or service;
- (E) The Service Provider shall ensure that Data is not compromised during the exit process;
- (F) The Service Provider shall not impose any barriers or restrictions to the smooth transition of Services to a New Service Provider or TfL and minimise the costs of such transition;
- (G) There shall be no adverse impact on Customer experience in relation to the Scheme during the exit process;
- (H) Timely development and agreement of plans describing exit activity, and compliance with these plans;
- (I) The Service Provider shall participate in planning and co-ordinating and co-operate with TfL, Other Service Providers and the New Service Provider(s); and

- (J) The Service Provider shall continue to perform the Services during the exit process without disruption or deterioration of the Services and in accordance with this Agreement.

2.2 The initial exit strategy is set out in Annex A to this schedule (“**Exit Strategy**”).

2.3 Without prejudice to any Approval given by TfL pursuant to paragraph 4.14 and subject to paragraph 4.3, the Service Provider shall revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services, including any Change.

2.4 The Service Provider shall make such amendments to the Exit Strategy as TfL may reasonably require from time to time.

3. **Development and Review of Exit Plan**

3.1 The Service Provider shall (at no cost to TfL) prepare an exit plan during the Implementation Phase and submit it to TfL for Approval (the “**Exit Plan**”).

3.2 The Service Provider shall ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and those areas set out in paragraph 6 of this schedule to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the Service Provider deems necessary or TfL may request from time to time in relation to expiry and termination of this Agreement and Partial Termination.

3.3 The Service Provider shall (at no cost to TfL), on a six-monthly basis starting at the Operational Commencement Date and at any other time TfL or the Service Provider deems necessary throughout the Term:

- (A) review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Services, including any Change;
- (B) inform TfL of the outcome of any review of the Exit Plan and identify any necessary updates; and
- (C) agree with TfL the scope and detail of any necessary revisions to the Exit Plan and shall promptly and in any event within three (3) Working Days submit such revised Exit Plan to TfL for Approval.

3.4 Without limitation to the generality of the foregoing, the Service Provider shall promptly make such amendments to the Exit Plan as TfL may reasonably require from time to time.

4. **Service Transfer Plan**

4.1 From time to time:

- (A) if requested by TfL;
- (B) if a notice of termination or a Partial Termination Notice is served by either Party in respect of this Agreement;

- (C) if a New Service Provider has been selected and the relevant services and systems have been scoped; or
- (D) at the point where there are eighteen (18) months of the Term remaining,

(each of the dates referred to in paragraphs 4.1(A), (B) and (C) being referred to, as appropriate, in this schedule as the “**Trigger Date**”), the Service Provider shall promptly produce a detailed exit plan (the “**Service Transfer Plan**”) by developing and refining the Exit Plan as necessary to plan either the hand-over of the Services to a New Service Provider or the winding-down of the Services (as the case may be), as instructed by TfL and shall deliver such Service Transfer Plan to TfL for its review and Approval within thirty (30) Working Days of the relevant Trigger Date (or, where paragraph 4.1(B) applies, such earlier date as TfL may specify (acting reasonably)).

4.2 The Service Provider shall:

- (A) ensure that the Service Transfer Plan deals as a minimum with developing in more detail those areas set out in the Exit Plan, together with such other provisions as the Service Provider deems necessary in accordance with Good Industry Practice or TfL may require from time to time; and
- (B) revise and update the Service Transfer Plan in accordance with any reasonable instructions of TfL from time to time,

in each case so as to establish a detailed plan and management structure for all activities required for exit of the Service Provider under the specific conditions applying at the time and to enable a smooth and orderly transition of the Services to a New Service Provider within the specified timescales.

- 4.3 The production, revision and updating of the Service Transfer Plan shall be at no cost to TfL.

5. **Disclosure of Exit Documents**

The Service Provider agrees that, notwithstanding any of TfL’s obligations of confidentiality under this Agreement, TfL may at any time disclose the Exit Strategy, Exit Plan, Service Transfer Plan and/or any documentation resulting from the activities described in paragraphs 8.3 and 8.5 to a New Service Provider or to Third Parties who are tendering or involved in the tendering process to take over provision of the Services or substantially similar services on termination, Partial Termination or expiry of this Agreement.

6. **Contents of the Exit Plan and Service Transfer Plan**

- 6.1 The Service Provider shall ensure that the Exit Plan and Service Transfer Plan shall between them contain all detail necessary to effect a smooth and orderly termination or Partial Termination of the Services and hand-over to TfL or a New Service Provider, and shall, without limitation to the generality of the foregoing:

- (A) set out the respective obligations of the Parties and applicable timescales;
- (B) document the key service outputs, which shall include, but not be limited to, a breakdown of the volumes of key service measures in each of the last six (6) months;

- (C) document specifications of any and all interfaces (whether technical, administrative or otherwise) between relevant Assets and Hardware, Software and Systems of the Service Provider and any external Systems and/or Data sources together with a definition of the responsibilities of the various System owners and records of the past performance of such external Systems and/or Data sources;
- (D) document details of any work in progress the Service Provider will deliver to TfL or a New Service Provider on the expiry or termination of the Agreement or on Partial Termination;
- (E) document the levels of resources employed by the Service Provider in the provision of the Services in the previous year including but not limited to the numbers and grades of all Service Provider Personnel employed in the provision of the Services, in accordance with the level of detail required pursuant to Clause 30 (Employees and Key Personnel), the Data processing and printing capacities required to provide the Services and any accommodation occupied by the Service Provider or any of its Sub-Contractors or agents to the extent they are involved in the provision of the Services;
- (F) document details of Personnel transfer in accordance with the TUPE Regulations including without limitation such information as the Service Provider is required pursuant to Clause 30 (Employees and Key Personnel);
- (G) include a list of Key Personnel;
- (H) document each Party's responsibilities for the provision of the Services commencing on the Trigger Date:
 - (1) up to the Termination Date, Partial Termination Date or Expiry Date;
 - (2) on the Termination Date, Partial Termination Date or Expiry Date; and
 - (3) during any parallel running of the Services by the Service Provider and the New Service Provider (if relevant);
- (I) include details of the Parties' respective responsibilities and obligations during preparation for, and the transfer of:
 - (1) relevant Assets and all associated warranties and guarantees;
 - (2) Sub-Contracts;
 - (3) Data (including proposals for data migration and data deletion, as appropriate);
 - (4) required consents;
 - (5) operational documentation including customer records and databases, configuration documentation and manuals;

- (6) Software licences;
 - (7) escrow agreements relating to Escrow Software; and
 - (8) any and all security devices, encryption keys, digital signatures, digital certificates and algorithms provided that actual live encryption keys and certificates shall not be disclosed until expressly required by TfL in writing;
- (J) include the timetable for the transfer of the Services which shall include:
- (1) the transfer and cut-over milestones (being the points at which the Services or parts thereof transfer from the Service Provider to TfL and/or a New Service Provider), identifying dates, events, and criteria to be met for completion of the transfer;
 - (2) dependencies on TfL, the Service Provider, any New Service Provider and Third Parties;
 - (3) when the Service Provider shall:
 - (a) make Assets available for inspection by TfL;
 - (b) provide:
 - (i) Data;
 - (ii) the Asset Register;
 - (iii) Design Documents;
 - (iv) Specifications;
 - (v) Software;
 - (vi) Software licences; and
 - (vii) security devices, encryption keys, Digital Certificates, algorithms and any associated Software; and
 - (c) hand-over Assets;
 - (4) the timing as to when TfL and New Service Provider shall review Data (if relevant);
 - (5) the timing of the training of the employees of TfL and any New Service Provider;
 - (6) the timing for transfer of Personnel and related activities;
 - (7) the obligations and related timings of Third Parties who will need to be involved in the transfer of the Services;
- (K) document the key activities to be undertaken during exit including, without limitation:

- (1) the arrangements for continuing provision of the Services, subject to any winding-down of the Services requested by TfL in accordance with paragraph 4.1 of this schedule, in accordance with this Agreement;
- (2) the arrangements for continuing provision of support services in relation to the Service Systems in accordance with paragraph 13 of this Schedule;
- (3) handing over to TfL all Assets, Customer and other records, Design Documents, Specifications, Software, Software licences, configuration information, databases, Documentation, Asset Register, programs, fault databases, Asset maintenance history and status, manuals, procedure documentation, associated warranties and guarantees, and any other similar items used or produced during the course of the provision of the Services by the Service Provider or relating to the configuration control of the Service Systems provided under the Services;
- (4) due diligence on Assets, contracts and other resources;
- (5) briefings on all the items handed over, their status and completeness and knowledge transfer on the Services to the New Service Provider which shall include the following information:
 - (a) a description of the function of the item;
 - (b) a description of how the item operates in the Service System(s);
 - (c) a definition of which requirements in the Statement of Requirements the item delivers;
 - (d) a definition of how the item is operated;
 - (e) a definition of the process and message flows that the item supports; and
 - (f) a definition of the item's Interfaces, both electrical and operational;
- (6) the means by which no interruption of the provision of the Services or reduction in Service Levels will occur during the Hand Back Period and during transfer to the New Service Provider;
- (7) subject to the provisions of Clause 39 (Licensing of Intellectual Property Rights), the transfer to TfL (for the remainder of the term of the relevant licence) of all Software licences and other licences used in the provision of the Services by the Service Provider;
- (8) an outline of the procedures for the transfer and/or removal of Data from the Systems (including without limitation Data cleansing, correction, checking, quality assessment, verifying or other processing as required in preparation for Data migration);
- (9) subject to the provisions of paragraph 12.2 of this schedule, an outline of any training of TfL's or New Service Provider's employees required to effect an orderly and successful transition of the Services;

- (10) an outline of the transition provisions relating to the transfer of Third Party contracts;
- (11) procedures and timeframe for the handback or destruction of documents and Assets containing each Party's Intellectual Property Rights;
- (12) subject to the provisions of paragraph 10 of this schedule, arrangements which the Service Provider proposes for TfL or a New Service Provider continuing to use the Service Providers Premises, covering access, security, space to be used, any modifications to be made to the Service Provider's Premises to allow their continued use;
- (13) the arrangements for hand over of the Premises other than the Service Provider's Premises;
- (14) the arrangements for transfer of Personnel including communications, briefing and negotiation;
- (15) the provision of a data room (if required by TfL) into which information required to be provided by the Service Provider under the Service Transfer Plan shall be placed, for TfL and New Service Provider to inspect, and make copies for removal;
- (16) any contracts which will be novated from the Service Provider to a New Service Provider (including without limitation escrow agreements, but excluding Cloud Agreements);
- (17) preparation and testing of Data checking, verification, cleansing, review, quality analysis and assurance, integrity and migration programs; and
- (18) arrangements for sharing Data to enable parallel running and/or testing by the New Service Provider;
- (L) set out the timescales for such activities and details of the Service Provider Personnel who will carry out the activities listed in paragraph 6.1(K) and any other necessary resources;
- (M) detail the Documentation to be prepared and made available by the Service Provider during exit including without limitation:
 - (1) Data on Personnel as defined by, and constrained by, the TUPE Regulations and other employment legislation;
 - (2) Asset Register including release and version numbers;
 - (3) configuration data for the Service Systems;
 - (4) Services databases and structure;
 - (5) service documentation covering Incidents and Service Levels achieved over the past twelve (12) months, and Service Level measurement method;

- (6) status of Third Party Software covering without limitation supplier, version, upgrade status;
- (7) status of TfL Foreground Materials, including any relevant Source Code and Documentation;
- (8) status of any Escrow Software, including Source Code and Documentation;
- (9) System and equipment fault databases;
- (10) Asset maintenance history and status;
- (11) Asset warranties and guarantees;
- (12) manuals for the key applications;
- (13) process and procedure Documentation;
- (14) outline of the financial information relevant to the Services (as required in the Financial Reports);
- (15) other items relating to the provision of the Services by the Service Provider or relating to the configuration control of the Service Systems;
- (16) key service outputs relating to the Services;
- (17) specifications of any technical and/or administrative Interfaces between the Assets and any external Systems;
- (18) details of any work in progress;
- (19) the list of all required consents to effect a smooth and orderly termination of the Services or hand-over to the New Service Provider as the case may be;
- (20) the list of Sub-Contracts, other contracts relating to the provision of the Services or licences relating to the Licensed Materials (subject to the provisions of Clause 39 (Licensing of Intellectual Property Rights)) to be novated to the New Service Provider;
- (21) an inventory of spare Hardware and parts ("**Spares**"), if any, purchased by the Service Provider necessarily or with the written approval of TfL in order to provide the Services or any part of it;
- (22) full copies of all Sub-Contracts which will be novated to the New Service Provider, together with all relevant reference and operational documentation;
- (23) the list of all of the Service Provider's internal and Third Party support arrangements used in the operation and delivery of the Services and any Sub-Contracts which are not to be novated to the New Service Provider under paragraph 6.1(M)(20) to the extent such arrangements

are not covered by paragraphs 6.1(M)(11) and 6.1(M)(22) of this schedule; and

(24) any other information or action pertaining to the Service Transfer Plan reasonably required by TfL to ensure a smooth and timely transfer to TfL or the New Service Provider as the case may be;

(N) if TfL is taking Step-In Action which is continuing at the Termination Date, Partial Termination Date or Expiry Date, include an explanation as to how this impacts each of the points referred to above.

7. Implementation of Service Transfer Plan

7.1 Upon Approval of the Service Transfer Plan by TfL (or determination of the Service Transfer Plan in accordance with the Dispute Resolution Procedure, as appropriate), following a Trigger Date, the Service Provider shall implement the Service Transfer Plan in accordance with its terms. The Service Provider shall promptly comply with all reasonable instructions from TfL with regard to the implementation and execution of the Service Transfer Plan including, without limitation to the generality of the foregoing:

(A) co-operating with any New Service Provider and other Third Parties, including without limitation in relation to transfer of Personnel and the transfer of Data; and

(B) making such Key Personnel available to the New Service Provider for a reasonable period of time after expiry, termination or Partial Termination as the case may be to be agreed between the outgoing Service Provider and TfL in order to assist in the transfer of responsibility for the provision of the Services.

8. Charging Principles

8.1 Subject to paragraph 8.2, the charges payable to the Service Provider in relation to the implementation of the Service Transfer Plan shall be agreed in writing by the Parties and calculated in accordance with the charging principles set out in Annex D to Schedule 9 (Change Control Request Procedure).

8.2 In no event shall the Service Provider be entitled to any payment under paragraph 8 in respect of any Services, work, products or activities which it was or is required to undertake or provide under this Agreement, notwithstanding the terms of the Service Transfer Plan.

8.3 From a Trigger Date, the Service Provider shall:

(A) re-issue, on a weekly basis, an updated Service Transfer Plan (or such portion of it as TfL may direct) until the End Date; and

(B) regularly report (in an agreed format) on the progress of exit / service transfer activities.

8.4 The Service Provider warrants, represents and undertakes that the contents of any revised Service Transfer Plan (pursuant to paragraph 8.3(A), above) shall be comprehensive and accurate.

- 8.5 In addition to the obligations set out in paragraph 8.3, above, the Service Provider shall develop and maintain a risk assessment document for all exit activities. The Service Provider shall plan and implement contingency arrangements in respect of any material risks that are identified and any other risks that may be highlighted by TfL.

9. **Assignment of Relevant Licences and Agreements**

- 9.1 The Service Provider shall, subject to the provisions of Clause 39 (Licensing of Intellectual Property Rights), use reasonable endeavours to procure that, if notified by TfL that the Service Provider should do so, after the Trigger Date and on or prior to the Termination Date, Partial Termination Date or the Expiry Date (as appropriate) (the relevant date in each case being the “**End Date**”) each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Service Provider and each licence relating to any Licensed Materials as referred to in the Service Transfer Plan, as required in accordance with paragraph 6.1(M)(20) of this schedule is, subject to Clause 39 (Licensing of Intellectual Property Rights), assigned, transferred or novated (at no cost) to TfL or the New Service Provider, at TfL’s direction, excluding Cloud Agreements. The Licensed Materials to which each such assigned, transferred or novated licence relates shall in each case be the latest version of the Licensed Materials that is used by the Service Provider and/or the relevant Sub-Contractor in the provision of the Services.
- 9.2 Upon receipt from the Service Provider of all required Third Party consents in respect of a Sub-Contract or a contract relating to the provision of the Services entered into by the Service Provider or Software licence to which paragraph 9.1 applies (a “**Relevant Contract**”), the Service Provider shall, as soon as reasonably practicable, assign, transfer or novate the Relevant Contract to which the Third Party consent relates to the New Service Provider, as TfL may direct (the date from which such assignment, novation or transfer becomes effective being the “**RC Transfer Date**”).
- 9.3 Until such time as it can be assigned, novated or transferred pursuant to paragraph 9.2, in respect of each Relevant Contract, the Service Provider shall unless contractually prevented from so doing, sub-contract the rights and obligations of the Service Provider under such contracts to TfL or the New Service Provider (if not TfL), as TfL may direct, on the same terms, *mutatis mutandis*, and for the same rates of remuneration (without imposing any margin) as apply to the contracts concerned at all times without prejudice to Clauses 39 (Licensing of Intellectual Property Rights) and 40 (General Provisions relating to Intellectual Property Rights) (the date from which each such sub-contracting becomes effective being the “**RC Sub-Contract Date**”).
- 9.4 Where prevented from sub-contracting pursuant to paragraph 9.3 of this schedule, the Service Provider shall hold the rights and benefits under the Relevant Contract in trust for TfL or the relevant New Service Provider absolutely from the End Date until such Third Party consent is obtained and the Relevant Contract is so assigned, transferred or novated (the date from which each such holding of rights and benefits on trust becomes effective being the “**RC Trust Date**”). The Service Provider shall, whilst so holding the rights and benefits under the Relevant Contract in trust as aforesaid, in the performance of its obligations and the exercise of its rights under the Relevant Contract, seek and act at all times in accordance with the instructions of TfL in order to secure the performance of the Relevant Contract and shall deliver

to (or shall procure that there is delivered to) TfL, as soon as practicable following receipt by the Service Provider, any notice or other document concerning or relating to the Relevant Contract.

9.5 If:

- (A) the Service Provider holding a Relevant Contract on trust for the benefit of TfL or a New Service Provider would result in the breach of the Relevant Contract; or
- (B) any Third Party consent is not obtained by the End Date,

then the Relevant Contract shall be deemed to have not been transferred to TfL (or such New Service Provider) and, in either case, the Parties shall make such other reasonably practicable arrangements between themselves which will, without (in the case of paragraph 9.5(A) above) giving rise to such a breach, and so far as is practicable, secure rights for TfL or the relevant New Service Provider equivalent to those it would have enjoyed had the benefit of the Relevant Contract been transferred to it and for relieving the Service Provider from all liability under the Relevant Contract with effect from the End Date.

9.6 Notwithstanding any other provision of this Agreement or any document effecting any assignment, novation or transfer in accordance with this schedule, a New Service Provider shall not have any liability for any claim which may be made against the Service Provider for or in respect of any breach by the Service Provider prior to the relevant RC Sub-Contract Date or the RC Transfer Date (as applicable) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the relevant RC Sub-Contract Date and/or the RC Transfer Date (as applicable) to perform any of its obligations thereunder.

9.7 The Service Provider shall indemnify the relevant New Service Provider (and TfL if TfL is not the New Service Provider) against the amount of any claim which may be made against them for or in respect of any breach by the Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) to perform any of its obligations thereunder. A New Service Provider shall have the right to enforce the terms of this paragraph 9.

9.8 TfL shall:

- (A) indemnify the Service Provider against the amount of any claim which may be made against it for or in respect of any breach by TfL (or a New Service Provider (as applicable)) of any obligation under any Relevant Contract to the extent that such term or obligation is sub-contracted to TfL or a New Service Provider (as applicable) pursuant to paragraph 9.3 from the relevant RC Sub-Contract Date; and/or
- (B) reimburse the Service Provider for any amounts properly paid as charges in respect of the services received by TfL (to the extent such services are solely received by TfL) under any Relevant Contract to the extent that the Service Provider holds the rights and benefits under the Relevant Contract on trust for TfL pursuant to paragraph 9.4 from the relevant RC Trust Date,

in each case until such date (if any) as the sub-contracting or holding on trust ceases to be effective in accordance with paragraph 9.5 provided that:

- (1) TfL shall be entitled to assume conduct of the defence of each such claim;
- (2) the Service Provider shall not, without the prior written consent of TfL, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened action in respect of which indemnification may be sought under this paragraph 9.8; and
- (3) the Service Provider provides all information reasonably required by TfL in connection with the defence of each such claim.

9.9 The Service Provider shall carry out Data checking, verification, cleansing, review, quality analysis and assurance, integrity testing and migration as set out in the Service Transfer Plan or as otherwise directed in writing by TfL (acting reasonably) from time to time (at the sole cost and expense of the Service Provider) so as to ensure that to the extent within the control of the Service Provider:

- (A) Data or Data extracts are received by the New Service Provider (or TfL if applicable) and/or any Third Parties nominated by TfL or the New Service Provider;
- (B) all Data being migrated to the New Service Provider remain available to and useable by TfL, Other Service Providers and Third Parties during such migration;
- (C) the migration of Data to the New Service Provider envisaged under this paragraph 9.9 does not result in Data loss, corruption or impairment;
- (D) all Data migrated to the New Service Provider are accurate, up to date and complete;
- (E) all Data migrated to the New Service Provider are reconciled including without limitation by carrying out referential integrity checks between each part of the Service Systems to ensure that Data stored in each part of the Service Systems are consistent and correct; and
- (F) all Data are fit for the purposes of their use and processing in connection with the Services or services materially similar to the Services (provided that such services involve the use and processing of Data in a materially similar format to the Services).

9.10 The Service Provider shall promptly, at its own expense, remedy any breach by the Service Provider of paragraph 9.9 of this schedule. Should it fail to do so within such period as TfL may reasonably specify, TfL shall be entitled to take such action to remedy such breach as TfL deems appropriate (including but not limited to using one or more Third Parties) and the Service Provider shall promptly on demand reimburse to TfL all costs and expenses it incurs in relation to such actions (including, without limitation, the costs and expenses of a New Service Provider or of TfL).

9.11 Notwithstanding anything to the contrary in this paragraph 9, TfL acknowledges it will not be possible for the Service Provider to assign, transfer or novate any Cloud

Agreements. The Service Provider acknowledges its obligations set out at Clause 5.2.3(B) in relation to the Cloud Services, including in relation to the transfer of relevant subscriptions to TfL.

10. **Right to Continued Use of Service Provider's Premises**

- 10.1 If any of the Service Provider's Operational Premises or any other Premises used exclusively or primarily for or in connection with the provision of the Services are required by TfL or the New Service Provider to be continued to be used after the expiry or termination of this Agreement or Partial Termination for a reasonable period of time, TfL and/or the New Service Provider shall notify the Service Provider of their requirements, including the relevant Service Provider Premises and the reasons for the continued use.
- 10.2 Within 10 Working Days of receipt of the notice referred to in paragraph 10.1, the Service Provider shall provide TfL and/or the New Service Provider with reasonable, arm's length lease or licence terms for TfL's or the New Service Provider's use of such Service Provider Premises.
- 10.3 If TfL does not agree that the terms provided by the Service Provider pursuant to paragraph 10.2 are reasonable, arm's length terms for the relevant lease or licence, such terms shall be determined in accordance with the Dispute Resolution Procedure.
- 10.4 The Service Provider, TfL and/or the New Service Provider shall execute the lease or licence agreed pursuant to paragraph 10.3 within five (5) Working Days of such agreement or determination.

11. **Withdrawal**

- 11.1 After the occurrence of the Trigger Date and on or before the Termination Date, Partial Termination Date or Expiry Date (as appropriate) and in accordance with the Service Transfer Plan or at such other time as TfL may by notice in writing to the Service Provider specify, the Service Provider shall:
 - (A) deliver the Assets to be transferred to TfL pursuant to Clause 62 (Consequences of Termination, Partial Termination or Expiry) on the basis of a timetable to be set out in the Service Transfer Plan. During the Hand Back Period or the eighteen (18) month period prior to the Expiry Date (as appropriate) the Service Provider shall procure that no equipment, Hardware or materials used in or in relation to the Services are removed from any Premises by or on behalf of the Service Provider other than in the normal course of its business; and
 - (B) at the request of TfL, procure that the benefit of all manufacturers' warranties in favour of the Service Provider or any Sub-Contractor in respect of Assets which are to be transferred to TfL pursuant to Clause 62 (Consequences of Termination, Partial Termination or Expiry) and any and all mechanical, electronic and electrical equipment or Hardware included in TfL Premises are assigned to such New Service Provider as TfL may direct.

12. **Employees and Training**

- 12.1 Within ten (10) Working Days after the Trigger Date, TfL shall specify those Personnel that it requires to remain based on the Service Provider Premises and to continue to be engaged in the provision of the Services during the remainder of the Term including the Hand Back Period, provided that TfL shall only specify the maximum number of Personnel that it determines (acting reasonably) are required to provide the Services during this time.
- 12.2 The Service Provider shall not engage those Personnel that TfL specifies in accordance with paragraph 12.1 in the provision of any other services other than the Services provided to TfL under this Agreement for the remainder of the Term including the Hand Back Period.
- 12.3 If requested to do so by TfL, the Service Provider shall provide familiarisation training at such times as TfL may reasonably require for any employees of TfL and/or the New Service Provider in order to ensure that such employees obtain a sound knowledge and understanding of the Services.

13. **Rights to Continued Support Services**

- 13.1 The Service Provider shall, (or, in the case of a Cloud Provider, request that such Cloud Provider will), after the termination or expiry of this Agreement or Partial Termination, if required by notice in writing from TfL, provide to such New Service Provider as TfL may direct, continued support and/or maintenance of any elements of the Services and/or Service Systems provided by the Service Provider which are to continue to be used by such New Service Provider (as appropriate in the administration or operation of the Services), and for the support and/or maintenance of which the proprietary knowledge or skills of the Service Provider (or relevant Cloud Provider) is required, including but not limited to correction of defects, provision of upgrades and replacements and design services:
- (A) for a period of twelve (12) months or as otherwise requested by TfL; and
 - (B) on commercial and other terms which reflect the Service Provider's (or Cloud Provider's as applicable) then standard terms for the provision of such services to its clients (or, in the absence of any such standard terms, on such reasonable, arm's length terms (such terms to be agreed by the Parties or determined in accordance with the Dispute Resolution Procedure).

14. **Continued Performance**

Except as otherwise expressly specified in the Service Transfer Plan or this Schedule, the Service Provider shall at all times during exit continue to perform its other obligations, including in respect of the achievement of the Service Levels and accrual of Service Failure Deductions, pursuant to the provisions of this Agreement.

15. **Scope of Exit Strategy**

The Service Provider shall ensure that the Exit Strategy deals as a minimum with those areas set out in this paragraph 15 (the "**Exit Scope**"), together with such other provisions as the Service Provider deems necessary or TfL may reasonably request from time to time:

- 15.1 the name and contact details of each party's Representative who will act as the primary point of contact for all exit related matters;
- 15.2 the timing and process for jointly establishing an exit team of suitably skilled representatives of the Parties to manage the implementation of the Exit Plan ("**Exit Team**"), and replacements thereof including without limitation the following information:
 - (A) the name and contact details for each member of the Exit Team and his/her role;
 - (B) the Exit Team shall consist of no more than five (5) Representatives from each party;
 - (C) reporting lines;
 - (D) liaison lines between TfL and the Service Provider and any other Service Provider or Third Party;
 - (E) responsibilities for approval of Documentation; and
 - (F) escalation processes;
- 15.3 subject to paragraph 13 and unless the Parties agree otherwise, the Exit Plan shall cover the period commencing on the Trigger Date and ending on the Termination Date or Expiry Date (as appropriate); a project plan detailing the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Service Provider or TfL or any New Service Provider;
- 15.4 details of the management processes and controls to be used in the implementation of the Exit Plan;
- 15.5 a list of the meetings that shall take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team shall meet at least once a week;
- 15.6 a list of the Assets that are capable of delivery by leaving those Assets in situ in a safe and secure condition at the relevant Premises, and any other Assets that are to be transferred to TfL or to a New Service Provider including without limitation the following information:
 - (A) an outline of the process and timeframes for the transfer of the Assets to TfL; and
 - (B) the procedure and timeframe for the transfer back of Assets owned by TfL or leased to the Service Provider by TfL, if appropriate;
- 15.7 a list of the Design Documents that are capable of delivery and any other documents and Specifications that are to be transferred to TfL or to a New Service Provider including without limitation an outline of the process, timeframes and terms of the transfer of the items listed in accordance with paragraph 6 of this schedule to TfL;
- 15.8 an outline of the procedures for the transfer and/or removal of Data from the Service Systems and any other Systems of the Service Provider;

- 15.9 an outline of any special transition provisions relating to the transfer or removal of any Software or the transfer or termination of any Software licences;
- 15.10 the procedure and timeframe for the hand back or destruction of Assets and/or any other documents containing the other party's Intellectual Property Rights or Confidential Information as expressly required by this Agreement;
- 15.11 a list of all Service Provider internal and Third Party support arrangements used in the delivery of the Services;
- 15.12 a list of the Service Provider Personnel on an anonymous/grade basis who are or may be involved in the provision of the Services and a summary of their terms of employment;
- 15.13 a list of all Sub-Contracts or other relevant contracts (if any);
- 15.14 the procedure, structure and timeframe for training the employees of TfL or the New Service Provider as the case may be;
- 15.15 a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Law or by any competent authority obtained, or to be obtained by the Service Provider for the performance of the Services, the occupation and use of the Premises, the performance of services replacing the Services or any other transfer or handback envisaged under this paragraph 15;
- 15.16 a full list of the information relevant to the Service Provider's provision of the Services including, but not limited to, volumes processed, Data volumes stored, performance against the SLAs, maintenance statistics and fault statistics; and
- 15.17 any other information or action pertaining to the Exit Plan required by TfL to ensure a smooth and timely transfer to the New Service Provider.

ANNEX A

EXIT STRATEGY

Contents

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2.3	Without prejudice to any Approval given by TfL pursuant to paragraph 4.14 and subject to paragraph 4.3, the Service Provider shall revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services, including any Change.	2
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3.2	The Service Provider shall ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and those areas set out in paragraph 6 of this schedule to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the Service Provider deems necessary or TfL may request from time to time in relation to expiry and termination of this Agreement and Partial Termination.	2
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8.5	In addition to the obligations set out in paragraph 8.3, above, the Service Provider shall develop and maintain a risk assessment document for all exit activities. The Service Provider shall plan and implement contingency arrangements in respect of any material risks that are identified and any other risks that may be highlighted by TfL.	10
9.	Assignment of Relevant Licences and Agreements	10
9.1	The Service Provider shall, subject to the provisions of Clause 39 (Licensing of Intellectual Property Rights), use reasonable endeavours to procure that, if notified by TfL that the Service Provider should do so, after the Trigger Date and on or prior to the Termination Date, Partial Termination Date or the Expiry Date (as appropriate) (the relevant date in each case being the “ End Date ”) each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Service Provider and each licence relating to any Licensed Materials as referred to in the Service Transfer Plan, as required in accordance with paragraph 6.1(M)(20) of this schedule is, subject to Clause 39 (Licensing of Intellectual Property Rights), assigned, transferred or novated (at no cost) to TfL or the New Service Provider, at TfL’s direction, excluding Cloud Agreements. The Licensed Materials to which each such assigned, transferred or novated licence relates shall in each case be the latest version of the Licensed Materials that is used by the Service Provider and/or the relevant Sub-Contractor in the provision of the Services.....	10
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	may direct (the date from which such assignment, novation or transfer becomes effective being the “ RC Transfer Date ”).	10
9.3	Until such time as it can be assigned, novated or transferred pursuant to paragraph 9.2, in respect of each Relevant Contract, the Service Provider shall unless contractually prevented from so doing, sub-contract the rights and obligations of the Service Provider under such contracts to TfL or the New Service Provider (if not TfL), as TfL may direct, on the same terms, <i>mutatis mutandis</i> , and for the same rates of remuneration (without imposing any margin) as apply to the contracts concerned at all times without prejudice to Clauses 39 (Licensing of Intellectual Property Rights) and 40 (General Provisions relating to Intellectual Property Rights) (the date from which each such sub-contracting becomes effective being the “ RC Sub-Contract Date ”).	10
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15.3	subject to paragraph 13 and unless the Parties agree otherwise, the Exit Plan shall cover the period commencing on the Trigger Date and ending on the Termination Date or Expiry Date (as appropriate); a project plan detailing the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Service Provider or TfL or any New Service Provider;.....	15
15.4	details of the management processes and controls to be used in the implementation of the Exit Plan;	15
15.5	a list of the meetings that shall take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team shall meet at least once a week;.....	15
15.6	a list of the Assets that are capable of delivery by leaving those Assets in situ in a safe and secure condition at the relevant Premises, and any other Assets that are to be transferred to TfL or to a New Service Provider including without limitation the following information:	15
15.7	a list of the Design Documents that are capable of delivery and any other documents and Specifications that are to be transferred to TfL or to a New Service Provider including without limitation an outline of the	

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15.8	an outline of the procedures for the transfer and/or removal of Data from the Service Systems and any other Systems of the Service Provider;.....	15
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15.10	the procedure and timeframe for the hand back or destruction of Assets and/or any other documents containing the other party's Intellectual Property Rights or Confidential Information as expressly required by this Agreement;	16
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15.15	a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Law or by any competent authority obtained, or to be obtained by the Service Provider for the performance of the Services, the occupation and use of the Premises, the performance of services replacing the Services or any other transfer or handback envisaged under this paragraph 15;	16
15.16	a full list of the information relevant to the Service Provider's provision of the Services including, but not limited to, volumes processed, Data volumes stored, performance against the SLAs, maintenance statistics and fault statistics; and	16
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1 **Exit Strategy**

1.1 **Introduction**

1. The Exit Strategy set out in this and associated documents (see 1.5.3) specifically relates to the Services being provided by Capita to TfL under the terms of this Agreement.
2. This document sets out the structure of the Exit Strategy that, when implemented will ensure for the orderly, controlled transition of responsibility from Capita to a New Service Provider with a minimum of disruption and to prevent or mitigate inconvenience to TfL.
3. The Exit Strategy, the Exit Plan and the comprehensive Service Transfer Plan (STP) together provide the framework, requirements and timing for the activities to be undertaken as a result of early termination (partial or complete), cessation of a Scheme or expiry of the Agreement consistent with the requirements of the Agreement Schedule 16.

1.1.1 **Exit Plan**

4. The Exit Plan shall set out the activities and timing necessary to complete transfer to a New Service Provider or TfL.
5. The timing for the development of the Exit Plan is set out in Section 1.3 – Timeframes for exit activities.

1.1.2 **Service Transfer Plan**

6. The Service Transfer Plan shall provide a detailed plan and timings for the transfer of the service to a New Service Provider or TfL.
7. The timing for the development of the STP is set out in Section 1.3 – Timeframes for exit activities.

1.2 **Representatives**

8. Capita's primary point of contact for all exit related matters will be Ian Roberts, Commercial Manager, at 71 Victoria Street, London, SW1H 0XA.
9. TfL's primary point of contact for all exit related matters will be <TfL to advise>.

1.3 **Timeframes for Exit Activities**

1.3.1 **Development of the Exit Plan**

10. Following Approval of the Exit Strategy as set out in this Annex to Schedule 16 - Proposed Exit Strategy, Capita shall develop an Exit Plan for Approval by TfL by the agreed Milestone in Schedule 3 of this Agreement.
11. The Exit Plan shall as a minimum include the requirements of Agreement Schedule 16 paragraph 6.
12. Capita's Commercial Manager shall be accountable for the development and ongoing maintenance of the Exit Plan and ensure that the Exit Plan is reviewed on at least a 6 monthly basis.

1.3.2 Exit Plan Initiation and Completion

13. The Exit Plan will be executed when either:

A Notice of Full Termination is issued

A Notice of Partial Termination is issued

A Notice of Cessation of a Scheme is issued

18 months prior to the expiry of the Agreement and in each case part or all of the services provided by Capita are to be transferred either to TfL or to a New Service Provider.

14. All service transition activity will be achieved in an 18 month timescale. The entire transition will be set out in a detailed Service Transfer Plan (STP) that will incorporate delivery Milestones and Acceptance Criteria for each of the deliverables.

1.3.3 Exit Plan Content

15. The Exit Plan shall set out the activities that are required to be completed within the various areas of the service operations.
16. Each work-stream area (e.g. IT Services, Human Resources, Business and Enforcement Operations, Management Information System, Finance, Commercial) will develop plans of the activities that will be required to be undertaken by both parties upon notification of any partial or full termination of the services. Each of these task lists will be incorporated as Annexes to the Exit Plan.

1.3.4 Service Transfer Plan Initiation

17. A detailed Service Transfer Plan (STP) shall be developed from the Exit Plan by Capita and issued for review and approval by TfL within 30 Working Days upon the Trigger Date of the of this Exit Plan.

1.3.5 Service Transfer Plan Content

18. The content of the Service Transfer Plan shall set out the activities that are required to be completed within the various areas of the service operations in separate schedules for the relevant Services that will be transferred. These activities will be dependent upon the specific circumstances at the initiation of the STP as set out in Section 1.3.2 above.
19. Each work-stream area (e.g. IT Services, Human Resources, Customer Operations, Management Information System, Finance, Commercial) will develop detailed plans and activities that will be required to be undertaken by both parties upon notification of any partial or full termination of the services.
20. The Service Transfer Plan will set out the detailed activities and timescales approved by TfL for delivery of all activities associated with the transfer of activities from Capita to the New Service Provider or TfL.

1.3.6 Post Agreement Activities of the Exit Plan

21. Should any work, activity, advice or guidance be required from Capita after the termination, partial termination, cessation or expiry of the Agreement, such resources, and timing of their provision, shall be provided by Capita in accordance with an agreed plan consistent with the requirements of the Agreement Schedule 16.

1.4 Exit activities and their sequence

1.4.1 Exit Plan Objectives

22. The Exit Plan will support the broad objectives of the Exit Strategy as covered in Section 1.1. The Plan will enable the New Service Provider to gain an appreciation of the current scope of Support Services, through;

Identification of current workloads and activity backlog that will need to be addressed

Identification of particular strategic areas that require prompt focus. Providing details on background, planned activities, progress to date, future timescales, resources involved, infrastructure requirements and support requirements

A review/survey of all offices or locations that fall within the scope of the support service.

1.4.2 Exit Plan Approach

23. The objectives shall be achieved by:

Providing a baseline of the transferring environment

Developing a detailed circumstance specific Service Transfer Plan for implementation

Agreeing an approach to the identification and resolution of issues (delivery and contractual – involving the Senior Management of TfL and Capita where necessary)

Agreeing service scope and requirements

Agreeing service targets through the period of transition

Assisting with TUPE transfer activities

Agreeing data transfer formats and timescales

Handing over procedural (operational and technical) documentation.

24. Additionally Capita will:

Provide access to operational and Technical staff that may be required to walk the New Service Provider through documentation where this exists or to fill in gaps in documentation by exchanging operational and Technical know-how

Assist with the communication of change of service provider to the Customers end-user population

Provide access to Call Centre and Back-Office Management teams who may be required to walk the new supplier through current process, documentation and technical infrastructure.

1.4.3 Exit Plan Baseline of Current Services

25. The activities incorporated within the Exit Plan will, through Due Diligence, allow the new supplier to baseline the current services and provide for:

The transfer of knowledge to the new supplier allowing the new supplier to gain an understanding of the Customers business, the components of the business, the organisational structure, the roles and responsibilities of the different elements, the interfaces with external agents and internal groups, and the strategic initiatives that the Customer has planned – including progress to date

A detailed understanding of the installed technical infrastructure to be formed along with details of any planned modifications or enhancements

A detailed understanding of the current environment including the FAQ and knowledge management database

An appreciation of all standards in place – hardware, software, quality, audit, security etc

Identification of all documentation that is available (see Section 1.5 - Items to be handed over)

An appreciation of all Service Level Agreements (SLAs), performance measures, or expectations that are in place for the delivery of the Service

Identification of all third parties used, the services they supply, the scope of the service supplied, the support arrangements in place, contact maps and any SLA's or Operating Level Agreements (OLAs) including contract renewal dates for third party services.

1.4.4 Service Transfer Plan Approach

26. Implementation of the STP will ensure the new supplier will have access to the materials set out and identified within Section 1.5 - Items to be handed over. These include:

Details of volumes and trends for – Customer contacts, problems, changes etc

Details of volumes and trends for contacts made directly, broken down by channel

Sight of documentation relevant to the operation or support of the Service

Copy of current PI regime (if appropriate)

Details of client sites, location, addresses

Details of client contacts – names, positions, and contact numbers

Asset register

Network diagrams

3rd party contracts, names etc, and locations etc.

Upon initiation and development of the STP Capita shall consider and address where necessary within the STP :

Whether any aspect of the transition requires Out of hours working

The requirement to remove documentation from the premises or to take copies of documentation

The competing needs between transition and service delivery

Time constraints - the process must be professionally carried out in a predetermined period

Staff adherence to all Customer security, health and safety, and confidentiality policies and conditions.

1.5 Items to be handed over

27. The following will be provided to TfL at the appropriate time as set out in the Exit Plan and, once developed as set out in Section 1.3 - Timeframes for exit activities, the Service Transfer Plan.

1.5.1 Comprehensive Asset Register

28. An Asset Register will be maintained through the term of the Agreement consistent with Schedule 12, this register shall act as the definitive record of transferable assets in the event of partial or whole transfer of services.
29. During any exit period the Capita's Finance Director will calculate net book values for assets owned by Capita (and outstanding amounts in relation to TfL Assets which have not yet been fully paid for) affected by any whole or partial transfer of services . The net book value of these assets will then be agreed between Capita and TfL prior to the transfer of services.

1.5.2 Sub-Contracts:

30. A list of subcontracts associated with the Services will be maintained by Capita's Commercial Manager. This list will be held and maintained within Capita's document library. In the event of a whole or partial termination of services, this list may be used by TfL to determine the extent of contract novation across to a New Service Provider. Where novation of contracts is to be undertaken this will be undertaken in association with TfL.

31. Capita will provide the New Service Provider or TfL, where their contracts with third parties permit, with all security devices (e.g. dongles), codes and keys including any time related key management information to enable decryption and authentication of evidential records during the execution of the exit plan, post termination and expiry.

1.5.3 Documentation

32. Where deemed appropriate and practicable Capita will make available those records, manuals and configuration documentation to TfL for use by TfL or New Service Provider.
33. This documentation will be accessible to TfL in the event of a whole or partial transfer of services, unless for reasons where its release is not permitted under the Data Protection Act. It will be the responsibility of Capita's document librarian to transfer such documentation available during exit.
34. Where documents are exchanged between Capita and TfL an agreed template will be used to standardise this process.
35. TfL will be responsible for the approval of all documentation and plans. Nominated TfL representatives will be detailed in the Exit Plan.
36. Documentation shall be prepared and made available by Capita regarding Personnel consistent with the requirements of TUPE and other employment legislation.
37. The following sets out examples of the documentation to be prepared and made available by Capita during exit. The full list will be prepared during creation of the Service Transfer Plan

(1) Documentation Responsibility

38. The Support and Delivery Services Manager will be responsible for maintaining and providing:

Asset Registers including release and version numbers. (The asset register will be updated accordingly to facilitate net book value)

Configuration data for the Services; service databases and structure

Specifications for, and configuration of, all hardware

Specifications for, and configuration of, operating systems, databases, and any other system software or tools required to operate the service

Configuration of application software

All initialisation files for software and databases

The structure and size of all directories required to build and operate the system and application software

Any files and build instructions required to install the system and application software

Service documentation covering service incidents, Disaster Recovery events and Service Levels achieved over the past 12 months, and service level measurement method

Status of Third Party Software covering supplier, version, upgrade status

Status of custom developed programs, including source code and documentation. Where software has been placed into Escrow through a software Escrow agent, Capita will make the arrangements necessary to effect its release to TfL

System and equipment fault databases

Asset maintenance history and status

Other items relating to the provision of the Service by Capita or relating to the configuration control of the Combined Services System provided under the Service

An inventory of spare equipment and parts ("Spares") purchased by Capita necessarily or with the written approval of TfL in order to provide the Service or any part of it.

39. Capita's Operations Lead will be responsible for providing:

Manuals for the key applications

Process and procedure documentation to support operational activities

Historic Performance documentation covering:

Service Performance

Change and Problem Management

Continuous Improvement Plan

Complaints

MIS Reporting information.

40. Capita's Commercial Manager will be responsible for maintaining and providing:

Full contract documentation for Capita's subcontractors which will be novated to TfL or the New Service Provider

The list of sub-contracts which Capita will novate to TfL or the New Service Provider

Assist with the Handover of Change and Problem Management documentation

Detail Problem and Change management procedure, process and forums

Detail reporting requirements and schedule

Detail 3rd party escalation processes (where relevant).

Each work-stream leader (dependent upon the process or procedure referred to) will be responsible for maintaining and providing:

Process and procedure documentation

Handover latest documentation covering:

Escalation routes

Business Continuity Service

Trend reporting process

Customer satisfaction survey process and procedure

Survey reporting and distribution

Starter and leaver procedure

Security breach procedure

Management process and procedure

Complaint records

Training material and records

Documentation of Customer escalation process.

(i) **IT Systems**

41. Capita will ensure that all data will be transferred in a safe and secure manner and in a standard format agreed with TfL and within timescales set out in the STP.

42. A standard extract file of all the data held on Capita systems will be provided with summary details for reconciliation purposes. TfL, or an alternative New Service Provider, shall then load the data either onto an equivalent system utilising New Service Provider hardware or, alternatively, onto a different system.

(ii) Software licences

- 43. The status of software licences will be reviewed and a register of all software (including all 3rd party and core application software products) will be contained within the asset register.
- 44. Software licenses will be assigned from Capita to the New Service Provider or TfL or, as appropriate in accordance with the relevant section of the Agreement.

(iii) Work in Progress

- 45. Work in progress items will be made available upon exit. The timing of the provision of these items will be dependent upon whether TfL require a period of parallel running with any New Service Provider prior or post the termination date. Any work in progress at the point of transfer of services will be identified and transferred to the New Service Provider according to the agreed Service Transfer Plan.
- 46. The workflow queues will hold information pertaining to individual items that are being worked by the relevant teams at the point of termination or transfer of the service. Work in progress may be transferred as the contents of the workflow queues or as data for migration provided in a format agreed between the parties. In addition, we will provide reports to the New Service Provider listing the work items in progress and their status.
- 47. The arrangements for transferring assets, customer and other records, configuration information, databases, documentation, asset registers, programs, fault databases, asset maintenance history and status, manuals, procedure documentation and any other similar items used or produced during the course of the provision of the service by Capita will comply with all data protection legislation in force at that time.

1.6 Roles and responsibilities of Personnel**1.6.1 General Approach**

- 48. In order to ensure that a smooth and effective handover is possible at the end of the contract, or on early termination, a framework will be agreed prior to the contract commencement that provides both parties with a clear indication of the areas for which they will be responsible when the contract ceases.
- 49. To provide both parties with the necessary assurance that a successful handover can be achieved, this framework shall identify all the main areas in which detailed arrangements will need to be made in advance of the new contract commencement.
- 50. Where it is not possible to agree issues in advance, as some will be dependant on the circumstances at the time, these will need to be agreed following the trigger date.
- 51. The following provides clarification of the nature and extent of the responsibilities and identifies the responsibilities that would also need to be discharged by TfL's Nominated Representative in order to ensure a smooth and effective handover.

1.6.2 Capita Roles and responsibilities

- 52. Upon trigger of the Exit Strategy Capita shall appoint a full time Project Manager, who shall report to the Programme Director, who shall be responsible for the development and implementation of the Service Transfer Plan.

53. The following full-time personnel within Capita organisation (the Exit Team) will assist in the transition of the services to a New Service Provider:

Programme Director
Commercial Manager
Operations Lead
Finance Director
Support and Delivery Services Manager.
54. Details of these individuals shall be set out in the Exit Plan to be developed and approved as set out in Section 1.3 - Timeframes for Exit Activities.
55. The above personnel will interface with representatives from both TfL and from the New Service Provider during which TfL shall facilitate the discussions and ensure a collaborative approach is maintained.
56. Organisational charts for each area of the appropriate work-streams will be agreed as part of the development of the Exit Plan in accordance with Section 1.3 - Timeframes for Exit Activities. Capita's organisation chart has been provided within [our response to Module Da Organisational Approach].
57. These personnel will be responsible for executing Capita's and TfL's responsibilities detailed in the Exit Plan and the STP as appropriate.
58. Capita personnel responsible for Documentation is set out in Section 1.5 - Items to be handed over.
59. An escalation process to be used by TfL and the Service Provide for their respective organisations will be developed, agreed and documented as part of the Exit Plan.
60. Should any particular difficulties arise concerning any aspect of the exit arrangements, the matter may be referred for final agreement between the TfL's Representative and Capita in accordance with Dispute Resolution process set out within the Agreement.
61. The Capita Commercial Manager will have responsibility for the formulation and periodic review of the Exit Plan as per Section 1.3 - Timeframes for Exit Activities.
62. The Capita Commercial Manager will be supported by operational managers and 3rd party suppliers as appropriate (such as fulfilment, IT and equipment maintenance providers).

1.6.3 TfL Roles and responsibilities

63. TfL will appoint a full-time Client Exit Manager who shall be responsible for approving and monitoring the implementation of the Exit Plan, including the STP. TfL will allocate TfL personnel to 'shadow' their Capita equivalents to support the production of the plan.
64. In addition to the above TfL shall facilitate the involvement, as set out in the STP, from any recognised stakeholders (e.g. DVLA, VOSA, D&EI Providers etc) plus attendance by the New Service Provider to ensure that the interests of all parties are known and understood.

1.7 Personnel transfer

- 65. The transfer of staff is a key element for ensuring continuity of service during exit activities. The majority of staff will be dedicated to the service, and therefore subject to TUPE provisions at the end of the contract.
- 66. Following the Trigger Date (see Section 1.3 - Timeframes for Exit Activities), Capita will provide TfL with details of the areas where potential skills shortage are most likely.
- 67. Capita will
 - Undertake and finalise the due diligence activity regarding staff details and terms and conditions of employment
 - Develop and implement a joint communications plan
 - Develop a transition plan for all benefits and processes such as Payroll and pension arrangements
 - Ensure that staff whose roles are impacted by the solution presented by the New Service Provider are kept informed and supported through the transfer process.
- 68. TfL (or the New Service Provider as appropriate) will conduct all communication to those personnel relating to details and arrangements of their employment post-transfer.
- 69. Capita will provide details to TfL for personnel that will transfer consistent with the Data Protection Act.

1.8 Training of New Service Provider personnel

- 70. Following the end of the contract Capita will provide assistance where required on a short term contract basis for the transfer of necessary skills in order to assist the transition. This will be subject to agreed commercial terms consistent with the Agreement Schedule 16 - Exit Plan.
- 71. Subject to commercial agreement Capita will, provide support during the 12 month period immediately following the termination of the contract or for a duration agreed by Capita with either TfL or the New Service Provider.

1.9 Management procedures, controls and meetings required

1.9.1 Exit Plan Management/Update

- 72. The Exit Plan framework will be reviewed and updated at regular 6 monthly intervals throughout the Agreement lifecycle consistent with the requirements within the Agreement Schedule 16.
- 73. Capita's Commercial Manager is responsible for the six monthly updating of the Exit Plan, and any associated documentation, after review and discussion with TfL's nominated representative.
- 74. Once the Exit Plan has been agreed, this Section will be used to document any subsequent changes to the plan that are agreed during any six monthly review. TfL will be advised of the outcome of the review in all cases and whether it has been necessary to amend the Exit Plan. Should amendments be required TfL shall approve such amendments.

75. Any amendments to the Exit Plan will be approved by TfL consistent with the Agreement Schedule 16.

1.9.2 Exit Plan and Service Transfer Plan Implementation

76. Service Transfer will be carried out utilising Prince 2 project methodology. This shall include Planning, Risk, Issue, Assumptions and Dependencies Management along with Project Reporting and escalation procedures as more fully set out in [in our response to Module Ga Project Management].
77. The STP containing all activities, timescales, responsibilities, resource allocation, and dependencies should be maintained in an agreed Project Management tool.

(2) Co-operation with a new provider during Service Transfer

78. Capita will ensure that they attend regular progress meetings involving all relevant parties.
79. During the implementation of the STP regular meetings shall be held between Capita's and TfL's Exit Managers.
80. Capita anticipates that progress meetings will be held on a fortnightly basis and will take place between the Capita and TfL Exit Teams (see Section 1.6 - Roles and Responsibilities). Reviews will be undertaken against the Service Transfer Plan. The Capita and TfL Exit Managers will provide standardised progress reports which shall include, but not be limited to:

Progress of activity against the STP

Staff Transfer

Asset Transfer

IPR issues

Software ownership

3rd party arrangements

Data Transfer

Work in progress.

Progress and resolution of risks and issues

Identification of outstanding costs that need allocation before end of contract

Identification of outstanding contractual obligations

Progress and availability of handover documentation covering SLA and Service Metrics, Targets or Quality Performance indicators.

81. Capita will ensure that the transition project has Senior Sponsorship from within its own organisation.
82. TfL shall be totally involved and engaged in the entire process and to act as arbiter where issues cannot be resolved between Capita and the New Service Provider.

1.10 Commercial and contractual arrangements

83. We understand that the prevailing Service Levels will apply during the period of exit.
84. Should any work, activity, advice or guidance be required from Capita after the termination or expiry date, such resources will be provided in accordance with an agreed plan and on commercial terms in line with Paragraph 13 of Schedule 16.

1.10.1 Due diligence on assets, contracts and other resources

85. Capita will support TfL in its execution of due diligence on assets, contracts and other resources transferred to TfL or New Service Provider during the Service Transfer Plan implementation.
86. Briefings on all the items handed over, their status and completeness and knowledge transfer of the Services will be conducted by Capita for TfL on a case-by-case basis.
87. Capita will make reasonable endeavours to ensure that there is no interruption of the provision of Services or reduction in service levels during the handover period and during transfer to the New Service Provider. Capita will produce a risk mitigation plan consistent with Prince2 methodology once the extent of the Service transfer to be undertaken has been determined.
88. The transfer to TfL or the New Service Provider (for the remainder of the term of the relevant licence) of all Software and other licences used in the provision of the Services by Capita will be affected in accordance with the Agreement.
89. Arrangements for TfL or a New Service Provider to continue using Capita's premises, covering access, security, space to be used, any modifications to be made to the premises to allow their continued use will be made once the commercial aspects of the Service Transfer are agreed.
90. The arrangements for the transfer of Personnel under TUPE including communications, briefing and negotiation will be made by Capita in accordance with scope of Services being transferred.
91. Capita shall make the provision of a data room into which information shall be placed, for TfL and New Service Provider to inspect.

1.10.2 Compliance with TUPE legislation

92. All parties will comply with the content of individuals' contracts of employment, and ensure that all activities comply with the TUPE Regulations. This shall include:
 - Providing relevant data required by TfL in relation to such employees as are transferring in accordance with TUPE in accordance with the terms of the Agreement
 - The transfer of personnel files relating to such employees as transfer in accordance with TUPE and
 - Providing such additional information and assistance as TfL may reasonably require.