

# EXIT MANAGEMENT PLAN

## FOR

### PGTE AND TTS SUPPORT CONTRACT

DRAFT

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## References

Reference	Document Reference No.	Document Title
A	Tender No.: TSSP/147	Exit Management Plan – Instructional Guidance

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## Abbreviations/Acronyms

Abbreviation / Acronym	Meaning
EMP	Exit Management Plan
GFE	Government Furnished Equipment
IP	Intellectual Property
KT	Knowledge Transfer
PGTE	Precision Gunnery Training Equipment
SLA	Service Level Agreement
tbc	To be Confirmed
TBD	To be Determined
ToR	Terms of Reference
TSSP	Training & Simulation Systems Programme
TTS	Terrier Training Systems
TUPE	Transfer of Undertakings (Protection of Employment)

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## 1 INTRODUCTION

- 1 This Exit Management Plan (EMP) describes how Rheinmetall BAE Systems Land Ltd (RBSL) and the Authority will effectively manage the exit of the Precision Gunnery Training Equipment (PGTE) and Terrier Training System (TTS) Support Contract; in the event that any Exit Agreement is enacted.
- 2 The content and scope of this EMP will be agreed jointly between RBSL and the Authority; in this case Training & Simulation Systems Programme (TSSP), and will ensure that any risks are jointly owned.
- 3 In addition to some General Requirements (Refer to Section 2.2) a set of detailed requirements will need to be defined via three iterations:
  - 1) Iteration #1 – Refer to Section 2.3
  - 2) Iteration #2 – Refer to Section 2.4
  - 3) Iteration #3 – Refer to Section 2.5
- 4 This incremental approach, carried out over a period of time, will ensure that a robust EMP is produced before commencing any Exit Agreement negotiations and exiting activities.
- 5 Once complete and signed-off, the EMP will be part of the PGTE & TSS Support Contract and will provide the framework for any Commercial Exit Agreement that would need to be established between RBSL and the Authority.

## 2 SCOPE OF DOCUMENT

### 2.1 Aim

- 1 The aim of the EMP, once complete, will be to deliver effective governance during the exit process; thereby reducing risk to any future support arrangement with an alternative provider.

### 2.2 Structure

- 1 The EMP is split into a number of Sections listed below. It is envisaged that a number of Annexes will be added as the EMP matures:
  - 1) Section 1 – Introduction
  - 2) Section 2 – Scope of this document
  - 3) Section 3 – Requirements Definition
  - 4) Section 4 – Exit Strategy - Key Assumptions
  - 5) Section 5 – Exit Plan

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### **3 REQUIREMENTS DEFINITION**

#### **3.1 Introduction**

- 1 Section 3 defines the requirements for the exit strategy and for the preparation of an Exit Agreement document. It is assumed that these requirements will be discussed and agreed with the Authority prior to any detailed planning taking place.
- 2 This EMP will be updated as necessary, to reflect the current status of requirements resulting from joint discussions, and it can be assume that a Requirements Matrix will be included as an Annex to this EMP.
- 3 Preparing an Exit Agreement document does not constitute any commercial commitment between RBSL and the Authority, until such time as the Exit Agreement is signed.

#### **3.2 General Requirements**

- 1 The General Requirements, and who is responsible for delivering against these requirements, should be agreed jointly between the Authority and RBSL within a mutually agreed timeframe, after contract award.
- 2 Based on the Exit Management Plan – Instructional Guidance [Ref A], the following are currently assumed to be the General Requirements:
  - 1) Defining Roles and Responsibilities of the Authority, Contractor and any Replacement Contractor.
  - 2) Setting Terms of Reference (ToR) for meetings, including; frequency, attendees and agenda.
  - 3) Identifying the resources required to execute the requirements of the EMP.
  - 4) Identifying risks (assumed to be managed in Predict!) and potential issues associated with any exit.
  - 5) Defining the security requirements and confidentiality required by each party and by individuals relating to any terms of exit.

#### **3.3 Iteration #1 Requirements Definition**

- 1 The scope of defining Iteration #1 requirements, and who is responsible for delivering against these requirements, should be agreed jointly between the Authority and RBSL within a mutually agreed timeframe, after contract award.
- 2 Based on the Exit Management Plan – Instructional Guidance [Ref A], the following are currently assumed to be Iteration #1 Requirements:
  - 1) Identification of additional Risks.
  - 2) List of Contractor personnel who are authorised to access Authority locations.



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- 3) List of any software, scripts, tools or command procedures required by the Contractor to perform the services being terminated.
  - 4) List of any processes, standards, procedures, manuals and any associated reference material that are used by the Contractor to provide the services being terminated.
  - 5) List of any tasks that are in progress and which may be extended beyond the end of the Transition period.
  - 6) Agree with the Authority a list of potential suppliers capable of providing the services being terminated.
  - 7) List any open or unresolved issues, pertaining to the services being terminated, which are current or which may remain unresolved after the transition period.
  - 8) List of assets wholly owned by the Authority in the possession of the Contractor (i.e.: GFE).
  - 9) Identify and list all third-party contracts and licences owned or operated by the Contractor group into those that are transferable (with associated costs) and those that are not. For those that are not, Contractor MUST provide an alternative.
  - 10) A plan for the removal of any Contractor external interfaces with the Authority systems according to risk and service provisions.

### **3.4 Iteration #2 Requirements Definition**

- 1 The scope of defining Iteration #2 requirements, and who is responsible for delivering against these requirements, should be agreed jointly between the Authority and RBSL within a mutually agreed timeframe, after contract award.
- 2 Based on the Exit Management Plan – Instructional Guidance [Ref A], the following are currently assumed to be Iteration #2 Requirements:
  - 1) Transition Planning.
  - 2) Identify the Authority roles and activities to be performed and delivered by the Replacement Contractor (possible TUPE).
  - 3) Provide any relevant documentation pertaining to transferable contracts/licences as required by the Replacement Contractor.
  - 4) Agree permitted levels of access to Replacement Contractor office space by all other parties.
  - 5) Discuss Replacement Contractors anticipated resource requirements from the Contractor.
  - 6) Agree knowledge transfer and education mechanisms between Replacement Contractor.

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- 7) Inform the Replacement Contractor.

### **3.5 Iteration #3 Requirements Definition**

- 1 The scope of defining Iteration #3 requirements, and who is responsible for delivering against these requirements, should be agreed jointly between the Authority and RBSL within a mutually agreed timeframe, after contract award.
- 2 Based on the Exit Management Plan – Instructional Guidance [Ref A], the following are currently assumed to be Iteration #3 Requirements:
- 1) Set and agree the scope of termination (which services) and agree objectives, timescale & contractual obligations.
  - 2) Agree permitted levels of access to Contractor office space by all other parties.
  - 3) Identify geographic locations that are acceptable by both outbound and Replacement Contractors to perform Knowledge Transfer (KT) task.
  - 4) If required, agree location of neutral territory and negotiate procurement of temporary office space.
  - 5) Define and agree process to transition transferable contracts/licences to Incoming supplier.
  - 6) Define and agree resource requirement from Contractor (assuming Replacement Contractor resource requirement are already agreed as part of contract negotiation). These must, at a minimum, meet the Contractor's contractual obligations for termination.
  - 7) Define and agree data/information exchange process between all parties. Identify IP that is deemed to belong to the Authority and Contractor including source codes.
  - 8) Define and agree terms for the transfer of in-house developed software, scripts, tools or command procedures required by the Contractor to perform the services being terminated that are not covered by the Authority's IP rights.
  - 9) Agree date and time for Contractor to cease providing in-scope services.
  - 10) Agree date and time for Contractor to vacate occupied space in the Authority offices.
  - 11) Agree suspension or relaxing of SLA's with Contractor (if applicable, use as a negotiation tool to reduce Contractors costs).
  - 12) Agree with the Contractor, the mechanism to remove or archiving the Authority documents & data held on assets that do not belong to the Authority and are not transitioning to the Authority.
  - 13) Agree knowledge transfer and education mechanisms between Contractor and Replacement Contractor.
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- 14) Agree transfer mechanism for in-house developed software, scripts, tools or command procedures required by the Contractor to perform the services being terminated either owned or not owned by the Authority.
  - 15) Allow the Authority, outbound and Replacement Contractor commercial groups to agree any Transferable Asset values.
  - 16) Allow the Authority and Contractor to agree the contents of an exit agreement and intellectual property rights licences agreed between the parties.
  - 17) Agree costs to be by the Authority and Contractor (assuming Replacement Contractor costs have been negotiated into the tender price).
  - 18) Agree payment schedule with Contractor for all exit costs and outstanding service invoices. Review access for Contractor staff and arrange for these to be removed during the appropriate exit phase.
  - 19) Once scope for exit management has been agreed, plan out the activities agreeing timelines, deliverables and measurement of success / completion – transition planning.
  - 20) Populate a framework exit agreement with agreed / negotiated position.
  - 21) Allow the Contractor and the Authority to sign the exit agreement.

## **4 EXIT STRATEGY – KEY ASSUMPTIONS**

### **4.1 Introduction**

- 1 Taking into account the work that will be undertaken in defining the detailed requirements, there are some key assumptions which also need to be considered as part of the overall planning process, and in the event an Exit Agreement is enacted; in particular:
  - 1) Contractor obligations under any Exit Agreement.
  - 2) Transition activities.
  - 3) Knowledge Transfer (KT) process.
  - 4) Completion of Primary KT.
  - 5) Service transfer and activation.
- 2 The key assumptions in Section 4 are based on the Exit Management Plan – Instructional Guidance [Ref A] – Section 5 to Section 9 inclusive.

### **4.2 Contractor Obligations under any Exit Agreement**

- 1 The Contractor's obligations under any Exit Agreement would be to:
  - 1) Execute the transition plan as agreed with all parties during Exit Management Planning.

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- 2) Transfer privileged and shared user IDs and passwords where they are still required to support operations of the Authority environment from the Contractor to the Replacement Contractor.
  - 3) Return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating services.
  - 4) Organise the correct disposal of any hardcopies of the Authority documents.
  - 5) Return all access permits / passes issued by the Authority for access to the Authority locations.
  - 6) Vacate the Authority offices.
  - 7) Remove access for Contractor staff to the Authority locations.
  - 8) Verify that all Contractor accesses (both physical and logical) have been removed.
  - 9) Agree a Full and Final Settlement of any outstanding disputes between the Authority and Contractor.
  - 10) Cease to provide services.

### **4.3 Transition Activities**

- 1 The Transition Planning element of the Exit Management Plan will:
    - 1) Prepare the scope for transition planning.
    - 2) Provide the Authority with a detailed organisation chart of the Replacement Contractors for the Services.
    - 3) Agree the main accountable owners for each transition work stream.
    - 4) Provide the Authority and Replacement Contractor with access to Contractor personnel to enable Replacement Contractor to undertake detailed due diligence.
    - 5) Agree a plan and timelines to transition in-flight projects including planned projects to commence during transition period or after the Contractor has been exited.
    - 6) Agree timelines to transfer in-house developed software, scripts, tools or command procedures required by the Contractor to perform the services being terminated either owned or not owned by the Authority.
    - 7) Agree a plan with timelines and success measures to transition all in-scope services from Contractor to Replacement Contractor, utilising artefacts and agreements provided during the Exit Management Planning phases.
    - 8) Define dependencies between Replacement Contractor transition plan and Contractor exit activities.
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- 9) Acquire resources to carry out Contractor obligations with the Exit Management Plan.
  - 10) Establish workshops between the Authority, inbound and Contractors ensuring all parties understand agree to the exit / transition plan and the governance of such.

#### **4.4 Knowledge Transfer Process**

- 1 The KT process shall include:
  - 1) A review of all documentation being transitioned to Replacement Contractor. Should be checked for accuracy, relevance.
  - 2) A Replacement Contractor review of Contractor processes, procedures. The Contractor shall answer all questions resulting from review.
  - 3) Replacement Contractor satisfaction that Contractor processes, procedures are complete and up-to-date.
  - 4) Confirmation of suitability of existing procedures post transfer. Propose any transformation plans.
  - 5) Execution of knowledge transfer phase as defined in the transition plan agreed between all parties.
  - 6) Joint agreement of completion of knowledge transfer phase of the transition plan.

#### **4.5 Completion of Primary Knowledge Transfer**

- 1 The Primary KT shall be deemed complete when:
  - 1) The Primary KT phase has been executed as defined in the transition plan agreed between all parties during the transition planning and Exit Management Planning phases.
  - 2) There is joint agreement that the Primary KT is complete.

#### **4.6 Service Transfer and Activation**

- 1 Final Service Activation shall be deemed complete when:
    - 1) A review of Replacement Contractor ability to commence steady state has been completed.
    - 2) 'Go' and 'No-go' discussions and decisions between all parties have concluded.
    - 3) Notification of intentions to all affected Third Parties has been sent.
    - 4) Novation and transfer of contracts has been completed.
    - 5) Service has been transferred to Replacement Contractor.
    - 6) Notice of termination has been communicated to Contractor by the Authority.
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- 7) Contractor has completed and executed its own internal communications plan.
  - 8) Workshop has been conducted between the Authority, inbound and Contractors ensuring all parties understand agree to the exit / transition plan and the governance of such.
  - 9) Contractor has completed (with agreement from all parties) and executed external communications plan.
  - 10) Replacement Contractor has completed (with agreement from all parties) and executed external communications plan.
  - 11) The Authority has completed (with agreement from all parties) and executed external communications plan.

## **5 EXIT PLAN**

### **5.1 Introduction**

- 1 This Section 5 will describe in detail how RBSL will execute the requirements of the Exit Agreement and will be populated and issued for review once the requirements have been defined.
- 2 Headings have been included in this current version of the EMP, which will be used as a framework work to focus on:

### **5.2 Roles and Responsibilities**

#### **5.2.1 Authority**

- 1 TBD

#### **5.2.2 Contractor**

- 1 TBD

#### **5.2.3 Replacement Contractor**

- 1 TBD

### **5.3 Meetings**

#### **5.3.1 Terms of Reference (ToR)**

- 1 TBD

#### **5.3.2 Frequency**

- 1 TBD

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**5.3.3 Attendees**

1 TBD

**5.3.4 Agenda**

1 TBD

**5.4 Resources**

**5.4.1 Authority's**

1 TBD

**5.4.2 Contractor's**

1 TBD

**5.4.3 Replacement Contractor's**

1 TBD

**5.5 Risks**

1 TBD

**5.6 Security Requirements**

1 TBD

**5.7 Access Rights and Vacation of Offices**

**5.7.1 Contractor Personnel Authorised to Access Authority Locations**

1 TBD

**5.7.2 Access to Contractor's Office Space**

1 TBD

**5.7.3 Access to Replacement Contractor's Office Space**

1 TBD

**5.7.4 Vacation of Authority's Offices**

1 TBD

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## **5.8 Data and Technical Information**

### **5.8.1 Software, Scripts, Tools and Command Procedures**

1 TBD

### **5.8.2 Processes, Standards, Procedures, Manuals and Associated Reference Material**

1 TBD

### **5.8.3 Data/Technical Information Exchange and Transfer Process**

1 TBD

### **5.8.4 Removal of Authority Owned Data/Technical Information**

1 TBD

## **5.9 Tasks in Progress**

1 TBD

## **5.10 Potential Suppliers**

1 TBD

## **5.11 Unresolved Issues**

1 TBD

## **5.12 Authority Owned Assets**

1 TBD

## **5.13 Third-party Contracts and Licences**

### **5.13.1 List of Third-party Contracts and Licences**

1 TBD

### **5.13.2 Process for Transferring Third-party Contracts and Licences**

1 TBD

## **5.14 Contractor External Interfaces**

1 TBD



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**5.15 Transition**

1 TBD

**5.16 Authority's Role under Replacement Contractor**

1 TBD

**5.17 Transferable Contracts and/or Licences Required by Replacement Contractor**

1 TBD

**5.18 Replacement Contractor's Anticipated Resource Requirements**

1 TBD

**5.19 Knowledge Transfer**

**5.19.1 Methodology**

1 TBD

**5.19.2 Geographical Locations for Knowledge Transfer**

1 TBD

**5.20 Informing the Replacement Contractor**

1 TBD

**5.21 Scope of Termination**

**5.21.1 Services in Scope**

1 TBD

**5.21.2 Objectives**

1 TBD

**5.21.3 Timescale**

1 TBD

**5.21.4 Contractual Obligations**

1 TBD

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## **5.22 Commercial Arrangements**

### **5.22.1 Introduction**

1 TBD

### **5.22.2 Transferable Asset Values**

1 TBD

### **5.22.3 Content of Exit Agreement**

1 TBD

### **5.22.4 Costs**

1 TBD

### **5.22.5 Payment Schedule**

1 TBD