



Contract No: 701760450

For: AHCSP/0005 Long Term Training and
Support Service for Apache AH-64E

SCHEDULE J

EXIT MANAGEMENT

VERSION HISTORY

Version	Issued	Notes
Engrossment	Contract Award	

1 Process for agreeing the Exit Plan

- 1.1 The Exit Plan is the plan which is agreed by the Parties in accordance with Paragraph 3 of this Schedule J or which is determined in accordance with the dispute resolution procedure in Schedule I (Dispute Resolution).
- 1.2 Within three (3) Business Days of receipt of any notice of termination of the Contract, however arising or of such date as is six months prior to the Expiry Date (unless the Authority notifies the Contractor not to do so), the Contractor shall notify the Authority of the individual responsible for the successful planning and execution of termination of the Contract and transition of the Contractor Deliverables to a New Provider ("**Contract Termination Project Leader**").
- 1.3 The Contractor shall ensure that the Contract Termination Project Leader has the requisite authority to enable the Contractor to comply with the requirements set out in this Schedule J and the requirements of the Exit Plan without adversely affecting the provision of the Contractor Deliverables.
- 1.4 Within ten (10) Business Days of receipt of any notice of termination of the Contract however arising or of such date as is six months prior to the Expiry Date (unless the Authority notifies the Contractor not to do so), the Parties shall meet to establish their requirements and timeline for preparing and executing the Exit Plan. The Authority shall be represented at this meeting by the Authority's Apache AH-64E DT Leader and Senior Commercial Officer (or nominated deputies). The Contractor shall ensure that the Contractor's Apache AH-64E Programme Manager, the Contract Termination Project Leader and Senior Commercial Officer (or nominated deputies) attend such meeting.
- 1.5 Within twenty (20) Business Days of such meeting the Contractor shall:
 - 1.5.1 assess the Authority's requirements and identify actions, dependencies and assets (including data, products and resources);
 - 1.5.2 as an Additional Task for the Contractor Deliverable in accordance with Schedule G (Additional Tasking), prepare a draft Exit Plan (which meets the requirements set out in Paragraph 2 of this Schedule J; and
 - 1.5.3 carry out such other tasks as the Parties have agreed at the meeting.

2. Requirements of the draft Exit Plan

- 2.1 The Contractor shall ensure that the draft Exit Plan includes details of:
 - 2.1.1 the mechanism for dealing with any extant obligations and any obligations which will remain outstanding on the Expiry Date or, if earlier, the date of termination of the Contract;
 - 2.1.2 the management structure to be employed by the Contractor during both transfer and cessation of the Contractor Deliverables;

- 2.1.3 the transfer and cessation processes, including a timetable for the transfer and cessation of the Contractor Deliverables on a single date or, if required by the Authority, as part of a phased transition;
- 2.1.4 how the Contractor Deliverables will transfer to the New Provider, including details of the processes, documentation, data transfer, shared data environment access (as required by Condition 19.7), systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-Contractors (where applicable);
- 2.1.5 any critical issues for providing the Contractor Deliverables;
- 2.1.6 provision (including the cost and timeline for termination) of all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Contractor Deliverables;
- 2.1.7 any Contract Data Deliverables to be provided together with the schedule and mechanism for delivery;
- 2.1.8 the Contractor's proposed governance approach for exit including any additional reviews, oversight and communication;
- 2.1.9 any services (in addition to the Contractor Deliverables) that will be required to transition to the New Provider;
- 2.1.10 the Contractor's proposed approach for transfer of each area of the Contract including:
 - a. the schedule of maintenance for the Aircraft including any outstanding or in-progress servicing, modifications and repairs;
 - b. Spares including stock levels and forecasting data;
 - c. return of all Issued Property;
 - d. current position of outstanding Technical Responses, Technical Support Services and updates to technical manuals and publications;
 - e. hand-back conditions of any facilities;
 - f. TUPE obligations;
 - g. return and/or disposal of controlled documentation and intellectual property; and
 - h. financial reconciliation and settlement for the Contract and any Additional Tasks.

3 Agreement of the Exit Plan

- 3.1 Within ten (10) Business Days of completion of the draft Exit Plan, the Parties shall meet to discuss and agree the Exit Plan. Any dispute relating to agreement of the Exit

Plan shall be referred to the dispute resolution procedure set out in Schedule I (Dispute Resolution Procedure).

4 Compliance with the Exit Plan

- 4.1 The Contractor shall comply with all of the obligations in the Exit Plan and on or before the Expiry (or if earlier the date of termination of the Contract) shall (in accordance with any instructions provided by the Authority):
- 4.1.1 return to the Authority any software or devices owned by the Authority containing Authority data;
 - 4.1.2 return to the Authority all materials created by the Contractor under the Contract in which the Authority owns the intellectual property rights;
 - 4.1.3 transfer all Authority data (in complete, uncorrupted form) in its possession or control to the Authority save to the extent (and for the limited period) that such data is required for the purposes of providing any services to the Authority under the Exit Plan;
 - 4.1.4 give vacant possession of any Authority premises;
 - 4.1.5 return all confidential Information to the Authority and certify that it does not retain the Authority's confidential Information; and
 - 4.1.6 return any Issued Property.
- 4.2 The Contractor shall ensure that compliance with the Exit Plan does not adversely affect the provision of the Contractor Deliverables and the Contractor accepts that (unless the Parties otherwise agree) it shall not be entitled to any relief from the Key Performance Indicators as a result of complying with the Exit Plan.

5 Obligations to Assist on Re-Tendering of Contractor Deliverables

- 5.1 Subject to Schedule L (Intellectual Property Rights), the Contractor shall on reasonable prior written notice from the Authority provide to the Authority any data reasonably requested to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential New Provider undertaking due diligence for the provision of the tender, including:
- 5.1.1 any equipment used by the Contractor to provide the Contractor Deliverables (including make, model and asset number);
 - 5.1.2 any Government Furnished Assets (GFA) required to provide the Contractor Deliverables;
 - 5.1.3 Authority data in the Contractor's possession or control; and
 - 5.1.4 any TUPE information (as may be applicable);
- (the "**Tender Data**").
- 5.2 The Authority may provide the Tender Data to:

- 5.2.1 its employees, agents, contractors and advisers; and
- 5.2.2 any potential New Providers and their employees, agents, contractors and advisers subject to such persons entering into reasonable confidentiality agreements with the Contractor,

for the purposes of conducting and participating in a re-tendering exercise.

6 The Contractor Personnel

- 6.1 Following the Expiry Date or, if earlier, the date of termination of the Contract, the Contractor shall not (and shall ensure that its Sub-Contractors will not) take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Contractor Deliverables from transferring their employment to the Authority and/or the New Provider.
- 6.2 The Contractor shall not (and shall ensure that its Sub-Contractors will not) re-employ, re-engage or entice any previous employees whose employment or engagement is transferred to the Authority and/or the New Provider for a period of 12 months from the Expiry Date or, if earlier, the date of termination of the Contract.

7 Return of Spares

- 7.1 Subject to Paragraph 7.2, on or before the Expiry Date or, if earlier, the date of termination of the Contract, the Contractor shall return all Spares to the Authority at the time and location notified to the Contractor by the Authority. This includes those Spares that have a delivery date beyond the Expiry Date, where the Contractor has entered into contractual commitments with its Sub-Contractors.
- 7.2 If a Spare is undergoing R&O Activity at the Expiry Date or, if earlier, the date of termination of the Contract, the Contractor shall complete the R&O Activity as soon as reasonably practicable and, following completion of such R&O Activity shall return such Spare to the Authority:
 - 7.2.1 at the time and location notified to the Contractor by the Authority; and
 - 7.2.2 in a condition which allows such Spares to be immediately used for their intended purpose.
- 7.3 The Contractor shall return all Spares to the Authority in a condition which allows such Spares to be immediately used for their intended purpose unless a Spare:
 - 7.3.1 has not yet undergone R&O Activity; and
 - 7.3.2 is not required to be inducted into R&O Activity prior to the date of termination,in which case, the Contractor shall provide such Spare to the Authority in its current condition.