



Ministry  
of Defence



TORPEDOES REPAIR AND MAINTENANCE  
TTHC/0017

ANNEX H  
EXIT MANAGEMENT

	Page 1 of 20	
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## AMENDMENT HISTORY

Issue	Date	Originator	Comments
1	October 2019	DE&S – TTH PT	Final Version as at Contract Award

## CONTENTS

Exit Management	4
Appendix A	14
Appendix B	16
Appendix C	21

## **EXIT MANAGEMENT**

### **1. INTRODUCTION**

1.1 This Annex sets out the procedures for the agreement and implementation of exit management arrangements in respect of the Torpedoes Repair and Maintenance contract (hereinafter referred to as “the Contract”). These arrangements shall apply in the following circumstances:

1.1.1 where the Authority has a continuing requirement for the repair and maintenance of torpedoes support (hereinafter referred to as the “Services”) provided under the Contract and in the event of early termination of the Contract;

1.1.3 where the Authority has a continuing requirement for the Services provided under the Contract and in the event of the transfer of responsibility for the provision of such Services in whole or part to the Authority or a Replacement Contractor upon expiry of the Contract;

1.1.4 where the Authority has a continuing requirement for the Services provided under the Contract and in the event that the Contractor is unable or unwilling on fair and reasonable terms to provide continued provision of such Services upon expiry of the Contract;

1.1.5 where the Authority has no continuing requirement for the Services provided under the Contract and in the event of expiry or early termination of the Contract.

1.2 The Contract expiry date and rights of termination and associated remedies and liabilities shall be as defined in the terms and conditions of the Contract.

1.3 This Annex will be reviewed as part of post contract planning in accordance with Clause 4.6 of the terms and conditions, by the Contracting Parties and amended by agreement as necessary to reflect revised requirements and take account of emerging best practice.

1.4 A List of Definitions in respect of this Annex is at Appendix A.

### **2. OBJECTIVES**

2.1 The objectives of the exit management arrangements are as follows:

2.1.1 to identify the arrangements that will need to be developed and implemented to ensure an efficient and effective transition of Services to the Authority or a Replacement Contractor whilst maintaining required Contract outputs;

2.1.2 to identify the arrangements that will need to be developed and implemented to ensure an efficient and effective rundown of Services and

closure of the Contract whilst maintaining any required Contract outputs during the rundown period.

### **3. NOTIFICATION**

3.1 The Authority shall provide written notification to the Contractor of early termination of the Contract in accordance with the terms and conditions of the Contract.

3.2 The Authority is obliged by law to seek competitive tenders for the continued provision of services upon expiry of the contract if such competition is possible. However, in the event that a Single Source strategy with the Contractor is decided by the Authority then the Contractor shall be informed as soon as such single source strategy is decided.

3.3 The Authority shall provide written notification to the Contractor prior to expiry if it intends to transfer the continued provision of the Services, in whole or in part, to the responsibility of the Authority or a Replacement Contractor upon expiry of the Contract. The Authority shall inform the Contractor of its intentions as soon as possible and shall seek to give the Contractor as much notice as possible.

3.4 In order that the Authority can make procurement strategy decisions for the future, the Contractor shall provide written notification to the Authority not less than 2 years prior to the Contract expiry date if it is unable or unwilling on fair and reasonable terms to provide continued provision of the Services upon expiry of the Contract.

3.5 Any notifications under Clauses 3.1, 3.2, 3.3 or 3.4 above shall invoke Transition Plan requirements as set out in Clause 4 below.

### **4. TRANSITION PLAN**

4.1 Upon receipt by the Contractor or the Authority of a notification in accordance with Clause 3 above, the Contractor shall support the Authority in the development and implementation of a Transition Plan. The Parties shall use their reasonable endeavours to generate the Transition Plan within 3 months of the date of the notification. The scope of the Transition Plan, including input requirements from both the Authority and Contractor, shall be in accordance with Clauses 6-13 below and as detailed at Appendix B.

4.2 The Authority and the Contractor shall appoint appropriately qualified representatives to manage the Transition Plan.

4.3 Pricing and payment arrangements for the Contractor's support to the development and implementation of the Transition Plan are detailed in Clause 13 below.

## **5. CONTINUITY DURING TRANSITION & POST TRANSFER SUPPORT**

5.1 In the event of early termination of the Contract and in order to ensure the effective and efficient transition of Services to the Authority or a Replacement Contractor, the Contractor shall continue to provide the Services in accordance with the terms and conditions of the Contract during the Transition Period

5.2 Unless otherwise agreed with the Authority, the Contractor shall use reasonable endeavours to ensure that they keep the same team performing the Services throughout the Transition Period.

5.3 In the event that the Authority transfers the provision of the Services to itself or a Replacement Contractor, the Contractor may be required to provide post transfer support for up to 12 months after the end of the Contract Duration (Clause 2.6 of the Terms and Conditions) or early termination date to enable the smooth transition of business to the Authority or Replacement Contractor. The extent of support required of the Contractor will be agreed between the Contractor, the Authority and, where applicable, the Replacement Contractor and will be subject to negotiation of a fair and reasonable price and payment provision.

## **6. TRANSFER OF ASSETS, MANAGEMENT INFORMATION & TECHNICAL INFORMATION**

6.1 The Authority and the Contractor shall agree and detail within the Transition Plan those Assets which would be required to support the provision of the Services under the Contract by the Authority or a Replacement Contractor together with the timing and arrangements for their transfer. Such Assets shall be categorised as Deliverable Assets, Non-Deliverable Assets or Government Furnished Assets.

### **Deliverable Assets**

6.2 Deliverable Assets shall, unless otherwise agreed, be subject to the provisions of the Contract.

### **Non-Deliverable Assets**

6.3 The Contractor's agreement to supply any Non-Deliverable Assets requested by the Authority shall not be unreasonably withheld. The Authority and the Contractor shall agree fair and reasonable prices for such Assets, together with applicable terms and conditions. Payment in respect of any agreed transfer shall be made in accordance with Clause 13 below.

#### Government Furnished Assets

6.4 The agreed arrangements for the transfer, disposal or retention arrangements for all Government Furnished Assets (GFA) held in connection with the Contract and associated timescales for action shall be recorded in the Transition Plan.

6.5 Arrangements for return or disposal of GFA shall be agreed as part of the generation of the Transition Plan. This shall include the following aspects:

6.5.1 Return to the custody of the Authority, without charge, all Government Furnished Equipment (GFE) to a programme to be agreed. The Contractor shall provide to the Authority a certificate indicating that all such GFE that have been issued on Embodiment Loan terms have either been incorporated or returned to the Authority.

6.5.2 In the event of transfer of the Services to the Authority, in whole or part, or a Replacement Contractor upon expiry or early termination of the Contract any remaining unused spares provided to the Contractor in accordance with Clause 6.6, or purchased by the Contractor in accordance with Clause 6.7 of the Contract shall be identified and transferred by the Contractor, in accordance with the instructions of the Authority, back to the ownership of the Authority at no cost to the Authority.

#### Information

6.6 The Authority and the Contractor shall make arrangements for information reasonably required by the Authority, which the Contractor is obliged to provide to the Authority in accordance with existing Intellectual Property Rights (IPR) agreements between the Parties. This shall only apply to information generated under Authority Contracts with the Contractor prior to the end of the Contract.

6.7 Notwithstanding paragraphs 6.3 and 6.6 above, the Contractor shall provide the following:

6.7.1 Management Information:

6.7.1.1 a list of all information used to manage the performance of the Contract.

6.7.1.2 all information, in whatever format generated, used by the Contractor specifically for the purposes of managing and administering the

Contract and which is agreed as being necessary for the Authority or Replacement Contractor to manage any alternative arrangement for the In Service Support of Spearfish and Stingray Torpedoes. If required, use by the Authority of Contractor or third party owned IPR in which the Authority has no user rights shall be subject to fair and reasonable terms. The nature and timescale for the transfer of such information shall be agreed and recorded in the Transition Plan.

6.7.1.3 a list of all suppliers and sub-contractors involved in the support of Spearfish and Sting Ray Torpedoes together with relevant Equipment/Services Descriptions; Part Numbers, NSNs, Supplier Addresses and Contact details.

6.7.2 Technical Information:

6.7.2.1 Copies of data, procedures, documentation and other information that has been generated as a part of providing the service to be provided under the Contract. The Contractor shall also grant the right to provide this information to any chosen replacement supplier subject to Export Control Licensing.

6.7.2.2 Obsolescence Data – the Contractor shall provide a detailed report of all components where known obsolescence issues have been identified and appropriate action is underway. The Contractor shall also provide a detailed history of all known components declared obsolete together with the solution adopted under the Contract since contract award or the previous 5 years whichever is shorter.

6.7.2.3 Where the Authority intends to place a contract with a Replacement Contractor to provide the services under the scope of the Contract, then the Authority shall provide the Contractor with a written assurance that the Contractor's information provided, shall be protected and not used by such third party (Replacement Contractor) other than for the purposes of managing and administering any arrangement for the In Service Support of Spearfish and Stingray Torpedoes.

6.7.2.4 As part of the Transition Plan the Contractor shall prepare a list of all IPR that has been generated under the Contract and is used exclusively in the Contractor's business in order to perform the Contract and, where that IPR is not owned by the Contractor, that list shall contain details of the Contractor's rights to use such IPR.

6.7.2.5 A list of all:

- Licenses, supply agreements and maintenance agreements with third parties for Third Party Software including full copies of the terms of the software license agreements; and
- Contractor Software (BAE Systems); and
- Developed Software (MoD Rights); and
- Export Control Licences

6.7.2.6 The source code in a readable and amendable format relating to the latest version of the Developed Software to the extent and in such format as exists.



### 6.7 3 Information or Know-How

6.7.3.1 If, on or after the end of the Contract period the Authority identifies that it does not possess particular information or know-how relating to and necessary for the provision of the service or relating to one or more of the assets transferred in accordance with the exit management process, the Authority may by notice in writing to the Contractor request the Contractors assistance in obtaining the required information or know-how.

6.7.3.2 The Contractor shall as soon as reasonably practicable provide the necessary information or know-how that is in his possession. Payment in respect of any additional information or assistance shall be made in accordance with Clause 13 of this process.

## **7. NOVATION OF SUB-CONTRACTS & OTHER RELEVANT AGREEMENTS**

7.1 As part of the Transition Plan activities, the Contractor shall, where so requested by the Authority, consent to and take all reasonable endeavours to facilitate, the assignment or novation (as appropriate) to the Authority or a nominated Replacement Contractor of any extant Sub-contracts at the date of Contract expiry or early termination. The following details shall be provided:

- Sub-Contractor
- Contract Period
- Contract Scope and Prices agreed
- Statement on Sub-Contractor performance
- Licenses and other Agreements
- Equipment Leases
- Personnel Details

as the Authority or Replacement Contractor may require to enable the transfer of responsibility for the provision of the Services.

### 7.2 Contracts not capable of novation

7.2.1 Where a Third Party consent has not been obtained by the expiry of the Transition Period in respect of any sub-contract placed in connection with the Contract, such Relevant Sub-Contract shall not be conveyed, transferred or novated but shall be held in trust for the Authority or a nominated Replacement Contractor absolutely from the expiry of the Transition Period until such Third Party consent is obtained and the Relevant Sub-Contract is so conveyed, transferred or assigned. The Contractor shall, in the performance of its obligations and the exercise of its rights under the Relevant Sub-Contract, seek and act at all times in accordance with the instructions of the Authority and shall deliver to (or shall procure that there is delivered to) the Authority, as soon as reasonably practicable following receipt by the Contractor, any notice or other document concerning or relating to the Relevant Sub-Contract.

7.2.2 The Authority shall reimburse the Contractor in respect of any reasonable costs or expenses suffered or incurred by the Contractor in complying with the instructions of the Authority pursuant to Clause 7.2.1 save to the extent that any such cost or expense is caused or increased by the default or negligence of the Contractor in carrying out or seeking the instructions of the Authority or in performing any of its other obligations under the Contract.

7.2.3 Upon receipt from the Contractor of a Third Party consent in respect of a Relevant Sub-Contract, the Contractor shall, and the Authority shall, or the Authority shall procure that any Replacement Contractor shall (as appropriate), as soon as reasonably practicable, transfer or novate the Relevant Sub-Contract to which the Third Party consent relates to the Authority or Replacement Contractor as the case may be.

### 7.3 Position pending novation

7.3.1 In respect of each Relevant Sub-Contract the Contractor shall unless contractually prevented from so doing, sub-contract the obligations of the Contractor under such contracts to the Authority or Replacement Contractor on the same terms (*mutatis mutandis*) and for the same remuneration (without imposing any margin) as apply to the contracts concerned.

7.3.2 Where prevented from sub-contracting pursuant to Clause 7.3.1 the Contractor shall, in the performance of its obligations and the exercise of its rights under the Relevant Sub-Contract, seek and act at all times in accordance with the instructions of the Authority in order to secure the performance of the Relevant Sub-Contract and the Authority shall reimburse the Contractor in respect of any reasonable costs or expenses suffered or incurred by the Contractor in complying with such instructions of the Authority save to the extent that any such cost or expense is caused or increased by the default or negligence of the Contractor in carrying out or seeking the instructions of the Authority or in performing any of its other obligations under the Contract.

### 7.4 Breach of contracts. If:

7.4.1 the Contractor holding a Relevant Sub-Contract on trust for the benefit of the Authority or a Replacement Contractor would result in the breach of the Relevant Sub-Contract; or

7.4.2 any Third Party consent is not obtained by the transition period then, in the case of 7.4.1 above, the Relevant Sub-Contract shall be deemed to have not been transferred to the Authority (or such Replacement Contractor) and, in either case, the Parties shall make such other reasonably practicable arrangements between themselves which will, without (in the case of 7.4.1 above) giving rise to such a breach, and so far as is practicable, secure rights for the Authority (or such Replacement Contractor) equivalent to those it would have enjoyed had the benefit of the Relevant Sub-Contract been transferred to it and for relieving the Contractor from all liability under the Relevant Sub-Contract with effect from the expiry of the transition period.

## **8. TECHNICAL DATA PACK**

8.1 The information required by the Authority in accordance with Clauses 4,6 & 7 above and Appendix B shall be delivered to the Authority in a Technical Data Pack and shall be provided to the extent and depth necessary to enable the Authority or a Replacement Contractor (or Tenderer) authorised by the Authority to provide the Services. The required information shall be provided separately for the Spearfish torpedo and Sting Ray torpedo. The detailed format shall be agreed between the Authority and Contractor on receipt by the Contractor of a notification in accordance with Clause 3 above.

8.2 The Authority shall have the right to use this Technical Data Pack free of charge, subject to Clause 13 below, for the purposes of provision of the Services by the Secretary of State for Defence, or for competitive or single source tendering purposes and for use in any subsequent contract awarded to a Replacement Contractor by the Authority for the provision of the Services. The Technical Data Pack shall be marked accordingly as crown copyright and shall be the property of the Authority.

8.3 The Contractor shall deliver the number of copies of the Technical Data Pack as requested by the Authority by the date agreed by the Authority and the Contractor in the Transition Plan.

## **9. DISCONTINUATION OF SERVICES**

9.1 In the event of the Contractor being insolvent or bankrupt and unable as a consequence to provide the services required under the Contract he shall grant to the Authority, on the Authority's request, the right to take possession and ownership without charge of any or all information and material as the Authority so requires in order to ensure continued provision of the services required under the Contract. Legal title to the said collected information and material shall vest with the Authority as crown copyright and the Authority shall be entitled to use this information and material as collected for manufacture of the article or any part thereof with or without modifications and for support purposes.

9.2 Neither any transfer of ownership of any Intellectual Property nor any grant of any rights in excess of those expressly granted in this Clause 9 shall be implied by the provisions of this Clause 9.

## **10. TRAINING**

10.1 The Contractor shall provide training to the Authority or Replacement Contractor to enable the efficient transition and operation of services. The Transition Plan shall detail the programme and scope for any such training.

## **11. TUPE**

11.1 TUPE considerations are addressed at Clause 2.12 of the Contract.

## **12. CONTRACT CLOSURE PLAN**

12.1 Where the Contract expires or is terminated in accordance with the provisions of the Contract and there is no continuing requirement for any of the Services covered by the Contract (i.e. the Contract will not be extended or replaced), the Contractor shall support the Authority in generating a Contract Closure Plan. The scope of this Contract Closure Plan is at Appendix C.

## **13. PRICING & PAYMENT**

13.1 Where work is required to be undertaken in support of the development and implementation of the Transition Plan (including provision of the Technical Data Pack) or Contract Closure Plan which is in addition to the scope of the Contract or any other Contracts between the Authority and Contractor or Government Furnished Asset provision, then the scope and price for the additional work will be agreed with the Authority. Such pricing shall take account of the respective rights, remedies and liabilities of the Authority and the Contractor under the Contract. It shall also take account of the Authority's Intellectual Property user rights arising from the Contract or any other Contracts between the Authority and the Contractor. The Authority and Contractor shall agree a payment schedule for such agreed prices. Any such additional work scope shall be authorised by an Amendment to the Contract.

13.2 The price payable by the Authority for the acquisition of any Assets owned by the Contractor or his sub-contractors shall be a fair and reasonable value informed by the Net Book Value of the asset and physical condition at the date of termination or expiry.

## **14. DISPUTE RESOLUTION**

14.1 Any dispute regarding the operation of this Annex shall be dealt with in accordance with the Dispute Resolution provisions detailed in the Contract.

## **APPENDIX A**

### **List of Definitions**

Definitions are in line with Definitions within the terms and conditions of the Contract.

The following additional definitions have been used in this Exit Management Plan:

Definition	Description
Contract Closure Plan	Means the Authority and Contractor joint plan as set out at Appendix C, to ensure the smooth, orderly and economic closure of the Contract.
Deliverable Asset	Means an Asset which is required to be provided to the Authority under the terms of the Contract.
Net Book Value	The value of an asset on the books of a company. It is the original acquisition cost less accumulated depreciation, depletion or amortisation. Net Book Value is only an estimate.
Non-Deliverable Asset	Means an Asset which is not required to be provided to the Authority under the terms of the Contract.
Replacement Contractor	Means one or more suitably qualified Third Party contractors, appointed by the Authority, who have the necessary skill and expertise to provide all of the Services.
Source Code	A representation of Object Code (machine code executable by a data processing system) in or readily translatable into a form suitable for human understanding and transformable into the Object Code

Transition Plan	Means the Authority and Contractor joint plan as set out at Appendix B to this Annex, to ensure the smooth, orderly and economic transition of services to the Authority or a Replacement Contractor
Transition Period	The period as agreed in the Transition Plan

## **APPENDIX B**

### **Scope of the Transition Plan**

#### **1. Scope of the Transition Plan**

- 1.1 The scope of the Transition Plan is to include:
  - 1.1.1 The respective responsibilities and obligations of the Authority and the Contractor;
  - 1.1.2 The applicable transition schedule;
  - 1.1.3 The activities of the parties; and
  - 1.1.4 The documentation to be provided.

#### **2. Responsibilities and Obligations**

- 2.1 The Transition Plan will cover the following areas in respect of both Parties:
  - 2.1.1 The allocation and roles of full-time personnel to assist in the transition of the Services from the Contractor to the Authority or a Replacement Contractor;
  - 2.1.2 Reporting lines;
  - 2.1.3 Liaison between the Authority and the Contractor;
  - 2.1.4 Responsibilities for approval of documentation and plans; and
- 2.2 In addition, the Transition Plan shall cover each Party's responsibilities for the provision of the Services:
  - 2.2.1 Up to the Termination Date;
  - 2.2.2 On the Termination Date;
  - 2.2.3 After the Termination Date.
  - 2.2.4 During any post transfer support period; and
- 2.3 Responsibilities and obligations during preparation for, and the transfer of:
  - 2.3.1 Assets (GFA, Contractor Assets and Third Party Assets);
  - 2.3.2 Sub-Contracts;
  - 2.3.3 Operational documentation including records and databases, configuration documentation and manuals;
  - 2.3.4 Software Licenses; and

- 2.4 Responsibilities and obligations for personnel including
  - 2.4.1 Communications and briefing
  - 2.4.2 Compliance with contracts and legislation including data protection
  - 2.4.3 Training of personnel

### 3. Applicable Transition Schedule

- 3.1 The schedule for the transfer of the Services shall include:
  - 3.1.1 The transfer and cut-over milestones (being the points at which sub-sections of the Services transfer from the Contractor to the Authority and or Replacement Contractor), identifying dates, events, and criteria to be met for completion of the transfer;
  - 3.1.2 Dependencies on the Authority, the Contractor, and, if applicable, a Replacement Contractor or any other third parties;
  - 3.1.3 The timing of the Contractor to provide data (including the Technical Data Pack), provide assets, make assets available for inspection by the Authority, provide net book value data, handover of assets and any disposal activities;
  - 3.1.4 The timing of the Authority and, if applicable, a Replacement Contractor to review data, inspect assets, receive and purchase assets, including due diligence;
  - 3.1.5 The timing and obligations of third parties who will need to be involved in the transfer of the Services.
- 3.2 All dates shall be related to days or weeks prior to, or after, the serving of a notification in accordance with Clause 3 of this Annex H.

### 4. Key Activities

- 4.1 This section describes the key activities to be undertaken during the transition period.
- 4.2 These include, but are not limited to:
  - 4.2.1 Preparation of the Technical Data Pack;
  - 4.2.2 The arrangements for continuing provision of the Services in accordance with the Contract for such period as may be required by the Authority;



- 4.2.3 The plan for handing over to the Authority GFA, Contractor Assets, Third Party Assets, and other records, configuration information, databases, documentation, asset registers, programs, fault databases, asset maintenance history and status, manuals, procedure documentation, software, licenses and any other similar items used or produced during the course of the provision of the Service by the Contractor or relating to configuration control provided under the Services;
- 4.2.4 Due diligence on assets, contracts and other resources;
- 4.2.5 Briefings on all the items handed over, their status and completeness and knowledge transfer of the Services;
- 4.2.6 The means by which the provision of the Services or reduction in Service levels will continue without interruption during the transition period and during the transfer to the Authority or any Replacement Contractor;
- 4.2.7 Arrangements for the Authority or a Replacement Contractor to use the Contractors premises as mutually agreed, covering access, security, space to be used to allow their continued use;
- 4.2.8 The provision of a repository for data into which information shall be placed, for the Authority or any Third Party Contractor to inspect, and make copies for removal; and
- 4.2.9 In the event of any staff transfers, compliance with obligations under the TUPE Regulations.

## 5. Documentation

5.1 This section sets out the Documentation to be prepared and made available by the Contractor to support the transition of services:

5.2 These include, but are not limited to:

- 5.2.1 Technical Data Pack;
- 5.2.2 Asset Registers including release and version numbers;
- 5.2.3 Status of Third Party Software covering supplier, version, upgrade status;
- 5.2.4 Asset maintenance history and status;
- 5.2.5 Process and procedure documentation;
- 5.2.6 Full contract documentation for the Contractor's sub-contractors which have been agreed to be novated to the Authority or a Replacement Contractor;
- 5.2.7 System and equipment fault databases;
- 5.2.8 Details of any Work in Progress under the Contract (WIP).

A list of WIP including, but not limited to, Repairs, Maintenance, Spares, PDS and Surveillance Information covering the following:

	Page 17 of 20	
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#### 5.2.8.1 Repairs

NSN  
Description  
Part Number  
Serial Number  
Serviceability Status  
Quantity by Status  
Location  
Repair History by serial number including Defect Reports  
Repair Trend Analysis data  
Predicted Costs to complete Repairs

#### 5.2.8.2 Spares

NSN  
Description  
Part Number  
Serial Number  
Quantity  
Location  
Usage Data  
Trend Analysis

Details of Items on Order including commitment costs

Details of Items / Quantities identified for re-supply but not yet ordered including predicted costs where known

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

#### 5.2.8.3 Surveillance Activities

Current Status of Programmes  
Surveillance Costs  
Predicted Costs to complete activities

#### 5.2.8.4 Technical Services

Current Status of Programmes  
Predicted Costs to completion

5.2.9 The list of sub-contracts which the Contractor will novate to the Authority or a Third Party Contractor;

5.2.10 Personnel data as defined and constrained by legislation.

## **APPENDIX C**

### **Scope of the Contract Closure Plan**

#### **1. Scope of the Contract Closure Plan**

- 1.1 The scope of the Contract Closure Plan is to include:
  - 1.1.1 The respective responsibilities and obligations of the Authority and the Contractor;
  - 1.1.2 The applicable Contract Closure schedule;
  - 1.1.3 The activities of the parties; and
  - 1.1.4 The documentation to be provided.

#### **2. Responsibilities and Obligations**

- 2.1 The Contract Closure Plan will cover the following areas in respect of both Parties:
  - 2.1.1 The allocation and roles of full-time personnel to assist in the closure
  - 2.1.2 Reporting lines;
  - 2.1.3 Liaison between the Authority and the Contractor;
  - 2.1.4 Responsibilities for approval of documentation and plans; and
  - 2.1.5 Disposal activities.
- 2.2 Responsibilities and obligations during preparation for, and the return of:
  - 2.2.1 Assets (GFA);
  - 2.2.2 The plan for handing over to the Authority GFA;

#### **3. Key Activities**

- 3.1 This section describes the key activities to be undertaken during the Closure period.
- 3.2 These include, but are not limited to:
  - 3.2.1 Briefings on all the items handed over, their status and completeness and knowledge transfer of the Services;

- 3.2.2 The means by which the provision of the Services or reduction in Service levels will continue without interruption during the Contract Closure;
- 3.2.3 The provision of a repository for data into which relevant information shall be placed, for the Authority to inspect, and make copies for removal.

#### 4. Documentation

4.1 This section sets out the Documentation to be prepared and made available by the Contractor to support the transition of Services:

4.2 These include, but are not limited to:

- 4.2.1 Asset Registers including release and version numbers;
- 4.2.2 Asset maintenance history and status;
- 4.2.3 Any other items requested to support the Contract Closure activities.