

ANNEX G TO CONTRACT ISSCCT/0239

EXIT AND SERVICE TRANSFER ARRANGEMENTS

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1. INTRODUCTION

- 1.1. This Annex G Exit and Transfer Arrangements describes the duties and responsibilities of the Contractor to the Authority leading up to and covering the expiry or termination (howsoever arising) (including partial termination) of this Contract and the transfer of Core Service provision to a replacement contractor.
- 1.2. The objectives of the Exit and Service Transfer Arrangements are to ensure a smooth transition of the availability of the Core Services from the Contractor to a replacement contractor at the expiry or termination (howsoever arising) (including partial termination).
- 1.3. The Contractor agrees to indemnify and keep the Authority fully indemnified for itself and on behalf of any replacement contractor in respect of any claims, costs (including reasonable legal costs), demands, and liabilities arising from the provision of incorrect information provided to the Authority by the Contractor, to the extent that any such claim, cost, demand or liability directly and unavoidably arises from the use of the incorrect information in a manner that can reasonably be assumed to be proper in bidding for or providing services similar to the Core Services.

2. SERVICE TRANSFER PLAN (STP)

- 2.1. A STP must be delivered to the Authority within three (3) months after the Effective Date, and thereafter as specified in paragraph 2.3 of this Annex G Exit and Transfer Arrangements the Contractor shall prepare a Service Transfer Plan (STP) for review by the Authority. The Authority shall review the STP within twenty (20) Working Days of receipt from the Contractor and shall notify the Contractor of any suggested revisions to the STP. In this respect, the Authority shall act reasonably, Such suggested revisions shall be discussed and resolved within ten (10) Working Days. The agreed STP shall be signed as approved by each party.
- 2.2. The STP shall provide comprehensive proposals for the activities and the associated liaison and assistance that shall be required for the successful transfer of the Core Services, including the following details:
 - 2.2.1. proposals for the identification and transfer of documentation details of the Core Services;
 - 2.2.2. identification of all Core Services;
 - 2.2.3. identification of all leases, maintenance agreements and support agreements utilised by the Contractor in connection with the provision of the Core Services, together with details of the relevant suppliers Sub-Contractors in the supply chain, the payment terms, expiry dates and any relevant novation and/or early termination provisions in all contracts between the contractor and its supply chain;
 - 2.2.4. identification and return of all Government Furnished Assets (GFA) in the possession of the Contractor;
 - 2.2.5. a detailed summary identifying the owners of title and risk in all the Core Services and GFA following transfer of the Core Services;
 - 2.2.6. proposals to enable the Authority or the replacement contractor to recruit suitably skilled personnel;
 - 2.2.7. proposals for the training of key members of the replacement contractor's or the Authority personnel in connection with the continuation of the provision of the Core Services following the expiry or termination (howsoever arising) of this Contract;

- 2.2.8. proposals for the granting of licences to use all software (including the Software Source Code) necessary for the Authority's receipt of the Core Services and the provision of copies of all related documentation;
 - 2.2.9. proposals for the transfer of all Authority Data then in the Contractor's possession to either the Authority or a replacement contractor, including:
 - 2.2.9.1. an inventory of all Authority Data;
 - 2.2.9.2. details of the data structures in which the Authority Data is stored, in the form of an agreed data model together with information on other data structures in which the Authority Data could be stored;
 - 2.2.9.3. proposed transfer methods, both physical and electronic; and
 - 2.2.9.4. proposed methods for ensuring the integrity of the Authority Data on transfer,
 - 2.2.10. proposals for providing the Authority or a replacement contractor copies of all documentation, including those in which Intellectual Property Rights vest in the Contractor and those which vest in the Authority;
 - 2.2.10.1. used in the provision of the Core Services and necessarily required for the continued use thereof, and
 - 2.2.10.2. relating to the use and operation of the Core Services;
 - 2.2.11. proposals for the methods of transfer of the Core Services to the Authority or a replacement contractor;
 - 2.2.12. proposals for the assignment or novation of all Core Services, leases, maintenance agreements and support agreements utilised by the Contractor in connection with the performance of the Core Services;
 - 2.2.13. proposals for the disposal of any redundant Core Services and materials; and
 - 2.2.14. proposals for the supply of any other information or assistance reasonably required by the Authority or a replacement contractor in order to effect an orderly hand over of the provision of the Core Services.
- 2.3. The STP shall be continuously reviewed and updated by the Contractor. In this regard, the Contractor shall provide a revised version of the STP to the Authority on or before 31 July and 31st January each year (or more frequently as may be agreed between the parties). The revised STP shall be reviewed and agreed in accordance with the provisions of paragraph 2.1 of this Annex G Exit and Transfer Arrangements.
- 2.4. Implementation of the Service Transfer Plan shall be in accordance with this contract and be subject to a CMN in accordance with Condition 21 of the Contract.