

SCHEDULE M: EXIT MANAGEMENT**1. INTRODUCTION**

- 1.1 This Schedule sets out the Parties' respective obligations and responsibilities in the event that there is a proposed transfer of all or any part of the Services (referred to in this Schedule as 'the Relevant Services') from the Provider to a Replacement Provider and/or the Authority wishes to deliver alternative rehabilitative services to the Prisoners within the Workshops.
- 1.2 The Parties agree the primary objective of this Schedule is to ensure the smooth and efficient transfer of the Relevant Services to a Replacement Provider and/or to provide the Authority with the information it may require to deliver alternative rehabilitative services to the Prisoners within the Workshops.
- 1.3 During the term of this Contract, the Provider shall:
- 1.3.1 create and maintain a register of all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services ("the Register");
 - 1.3.2 create and maintain a database detailing staff, operating and training procedures, processes and systems through which the Provider provides the Services, which shall contain sufficient detail to permit the Authority to understand how the Provider provides the Services. The information within this database may, with the exception of any Confidential Information or Commercially Sensitive Information, be provided to the New Provider to enable the smooth transition of the Relevant Services with the minimum of disruption;
 - 1.3.3 agree the format of the Register with the Authority as part of the process of agreeing the Exit Plan; and
 - 1.3.4 at all times keep the Register up to date, in particular in the event that the Sub-Contracts or other relevant contracts are added to or removed from the Register.

2. CHARGES FOR EXIT SERVICES

- 2.1 The Parties agree that no charges, fees and/or other costs shall be payable to the Provider by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Provider seek to recover any of the same from a Replacement Provider.

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

3. DRAFT EXIT PLAN

- 3.1 The Provider shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).
- 3.2 The draft Exit Plan shall include as a minimum:
- 3.2.1 an outline timetable to ensure the orderly transfer of the Services to any Replacement Provider including anticipated Exit Milestones;
 - 3.2.2 a description of the anticipated Exit Services the Provider shall provide to ensure the orderly transfer of the Services to any Replacement Provider including details of the processes, documentation, data transfer, systems migration and security related issues in respect of and arising as a result of the transfer;
 - 3.2.3 in addition to that which is set out in Paragraph 5, a list of the types of information the Provider shall provide to the Authority and/or any Replacement Provider during the Exit Period with an indicative timetable of when such information will be provided; and
 - 3.2.4 details of which of the Provider's Personnel will or may transfer to any Replacement Provider including an indicative timetable for the provision of information relating to Provider's Personnel engaged in providing the Services.
- 3.3 As soon as reasonably practicable after the Provider submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 3.4 If the Authority does not approve the draft Exit Plan, the Provider shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to paragraph 3.5, this paragraph 3.4 together with paragraph 3.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 3.5 The Parties agree that the process set out in paragraphs 3.3 and 3.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be resolved in accordance with clause 67 (Dispute Resolution) of this Contract.
- 3.6 Following Approval of the draft Exit Plan by the Authority, that Exit Plan shall be included at Appendix 1 of this Schedule. The Provider shall, throughout the Contract Period, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. The Provider shall seek the Authority's Approval to any

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

such changes and the Exit Plan shall then be updated in accordance with the provisions for Contract Controlled Documents in Schedule I (Change Mechanism)

4. FINALISATION OF THE EXIT PLAN

- 4.1 Within five (5) Working Days following the commencement of the Exit Period, or such other date the Parties may agree in writing, the Provider shall deliver to the Authority for Approval a proposed final Exit Plan that could be implemented immediately for the orderly, timely and efficient transfer of the Relevant Services from the Provider to any Replacement Provider.
- 4.2 The proposed final Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under paragraph 3, revised so that it reflects the particular requirements of the circumstances of the exit in question, including the transfer of the Relevant Services where only part of the Services are expiring or are being terminated.
- 4.3 The Authority agrees it shall provide any necessary information that the Provider may reasonably request in order to enable the Provider to finalise the Exit Plan.
- 4.4 As soon as reasonably practicable after the Provider has submitted the proposed final Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the proposed final Exit Plan.
- 4.5 The Authority shall be entitled to invite any Replacement Provider to join the meeting held in accordance with paragraph 4.4 and the Provider agrees it shall actively participate and co-operate with any Replacement Provider during such meeting(s). The Provider shall promptly amend the proposed final Exit Plan to take account of any reasonable suggestions made by the Replacement Provider and re-submit this to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 4.6 If the Authority is unable to approve the proposed final Exit Plan within ten (10) Working Days of the date on which this was initially submitted to the Authority, the matter shall be referred to the Dispute Resolution Procedure in accordance with clause 67 of this Contract. Until the agreement of the final Exit Plan, the Provider shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan at Appendix 1 (insofar as relevant).
- 4.7 In addition to those requirements set out in paragraph 3.2, the proposed final Exit Plan shall include:
- 4.7.1 a description of the Relevant Services;
 - 4.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

- 4.7.3 the timetable for the transfer of the Relevant Services, including the Exit Milestones;
 - 4.7.4 details of the Exit Services the Provider shall provide;
 - 4.7.5 details of the information and documentation to be provided by the Provider to any Replacement Provider to enable the successful transfer of the Relevant Services and/or to enable the Authority to deliver alternative rehabilitative services to the Prisoners within the Workshops;
 - 4.7.6 the deliverables arising from and in respect of the Exit Services;
 - 4.7.7 details of and roles and responsibilities in respect of the Provider's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
 - 4.7.8 a timetable for the provision by the Provider of information on any of its Personnel who are in-scope to transfer with the Relevant Services;
 - 4.7.9 details of any tasks to be performed by the Authority and/or the New Provider which are reasonably necessary in order for Provider to perform its own obligations in respect of the Exit Services;
 - 4.7.10 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
 - 4.7.11 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated; and
 - 4.7.12 details as to how the Authority may verify completion of the Exit Services.
- 4.8 Following Approval of the final Exit Plan by the Authority, the Provider shall, throughout the Exit Period, review the Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services. Any changes required to the final Exit Plan must be promptly submitted to the Authority for Approval and the Exit Plan shall then be updated in accordance with the provisions for Contract Controlled Documents in Schedule I (Change Mechanism).

5. INFORMATION

- 5.1 The Provider shall promptly, and in any event within two (2) weeks of the Authority's Approval of the final Exit Plan, provide to the Authority (in such format as the Authority may reasonably require) an up-to-date set of the records compiled by the Provider under this Contract, including the records set out in Schedule F (Performance and Monitoring Mechanism) of this Contract, and all other information necessary to enable the Authority any Replacement Provider and to understand the manner in which the Services have been provided and to effect an orderly, timely and efficient transfer of the Relevant

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

Services to any New Provider and/or to enable the Authority to deliver alternative rehabilitative services to the Prisoners within the Workshops, including :

- 5.1.1 a list of all on-going work and changes scheduled in relation to the provision of the Relevant Services (such as maintenance to the Authority's Assets);
- 5.1.2 a list of open issues and full list of known (unresolved) issues;
- 5.1.3 a copy of the Register, updated by the Provider up to the date of delivery of such Register;
- 5.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- 5.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Relevant Services;
- 5.1.6 information required by the Authority to answer questions from potential Replacement Providers;
- 5.1.7 to the extent permitted by applicable Law, all information relating to Transferring-Out Employees required to be provided by the Provider under this Contract; and
- 5.1.8 such other material and information as the Authority shall reasonably require

(together, the "**Exit Information**").

- 5.2 During the Exit Period, the Provider shall promptly update the Authority and, where so directed, any Replacement Provider, on any changes to the information which has been provided to the Authority and/or the Replacement Provider in accordance with this paragraph 5.

6. EXIT SERVICES

- 6.1 During the Exit Period, the Provider shall:
 - 6.1.1 provide the Exit Services to the Authority in accordance with the Exit Plan and this Contract;
 - 6.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the Exit Plan; and
 - 6.1.3 achieve each Exit Milestone by the associated Exit Milestone Date;
- 6.2 Without limitation to the Provider's obligation to provide post-exit assistance as otherwise set out in this Schedule, the Parties agree that each shall use its reasonable endeavours

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

to ensure that the Exit Period shall continue for a period no longer than twelve (12) Months following the termination or expiry of the Relevant Services, unless otherwise reasonably required by the Authority

- 6.3 Subject to paragraph 6.1.2, the Provider shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Provider during the Exit Period.
- 6.4 The Provider shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
- 6.4.1 documents which track progress against the Exit Milestones; and
 - 6.4.2 a register of risks and issues relating to the Exit Services.
- 6.5 Where the Provider becomes aware of a risk or issue relating to the Exit Services, including an actual or anticipated delay to the completion of an Exit Milestone, it shall immediately notify the Authority in writing.
- 6.6 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with paragraph 6.5, the Provider shall provide the Authority with:
- 6.6.1 a plan of action to mitigate any risks or issues identified in accordance with paragraph 6.5;
 - 6.6.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
 - 6.6.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
 - 6.6.4 a recommendation on whether or not escalation is required to the Contract Review Group and/or Operational Management Group.
- 6.7 During the Exit Period, the Provider shall not, without the prior Approval of the Authority embark on any actions in respect of the Relevant Services that fall outside the ordinary course of business.
- 6.8 In addition to those Exit Services set out in the Exit Plan, the Provider shall:
- 6.8.1 at the Authority's request, use reasonable endeavours to novate to any Replacement Provider any Sub-contracts between the Provider and its Sub-contractors and Supplier Agreements between the Provider and its Suppliers that are relevant to the provision of the Services;

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

- 6.8.2 provide to the Authority and/or any Replacement Provider all reasonable assistance requested to allow the Relevant Services to continue without interruption following the termination of expiry of this Contract and to facilitate the completion of any work in progress and the orderly transfer of responsibility for and conduct of the Relevant Services to any New Provider and/or to enable the Authority to deliver alternative rehabilitative services to the Prisoners within the Workshops;
- 6.8.3 with the exception of any of the Provider's Confidential Information or Commercially Sensitive Information, provide knowledge transfer to the Authority and/or to any Replacement Provider as reasonably required relating to the processes and procedures used by the Provider in performing the Relevant Services and any other information, which would enable any Replacement Provider to operate and deliver the Relevant Services and/or to enable the Authority to deliver alternative rehabilitative services to Prisoners within Workshops, subject to such terms as agreed between the Parties in the Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which of the Provider's Personnel are to be involved; and
- 6.8.4 provide clarification on any matter or issue upon which clarification is reasonably requested by the Authority and/or any Replacement Provider.
- 6.9 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Relevant Services and the Exit Services):
- 6.9.1 the Provider shall :
- 6.9.1.1 return and/or transfer to the Authority:
- (i) all of the Authority's Assets and any other property belonging to the Authority which is in the possession or control of the Provider, the Provider's Personnel and any Sub-contractors (including access keys), which shall be returned in good working order (allowance made for reasonable wear and tear); and
 - (ii) all of the Authority Data, Information Assets, Personal Data, Intellectual Property Materials, the Authority's Confidential Information (including archive copies) and any other data, information, documents or materials in relation to the provision of the Services which is in the possession or control of the Provider, the Provider's Personnel and any Sub-contractors (save for copies of such data or information required by the Provider for statutory audit or purposes); and
- 6.9.1.2 vacate the Premises.

Contract for the Provision of Employment Positions for Prisoners at HMP Berwyn

- 6.10 In satisfying paragraph 6.9.1, the Provider shall ensure the integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.
- 6.11 If the Provider fails to comply with paragraph 6.9.1(a), the Authority may recover possession of those items and the Provider grants a licence to the Authority and any Authority Related Party to enter (for the purposes of such recovery) any premises of the Provider or its Sub-contractors where such items may be held to effect such recovery.

7. SUCCESSION

- 7.1 Where used in this paragraph 7, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Relevant Services or the method by which the Relevant Services are performed by the Provider.
- 7.2 On written notice from the Authority of the fact that the Authority is evaluating its options to terminate the Contract or, in any event, in readiness of expiry of the Contract including where the Authority proposes to re-tender the Relevant Services (the Tender Process), the Provider shall provide to the Authority such Information and other co-operation regarding the Provider's provision of the Relevant Services (as and when reasonably requested by the Authority) as would be reasonably necessary for:
- 7.2.1 the Authority to evaluate its options for termination and any re-procurement of the Relevant Services;
 - 7.2.2 a third party to prepare an informed, non-qualified offer for the Relevant Services; and
 - 7.2.3 a third party not to be disadvantaged compared to the Provider (if the Provider is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Relevant Services and the manner in which such requirements are met at the time of the Tender Process.
- 7.3 The Provider shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) working days of such request.
- 7.4 The Provider shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any Replacement Provider.
- 7.5 The Information to be compiled and/or provided pursuant to this Paragraph 7 may, with the exception of any Confidential Information or Commercially Sensitive Information, be disclosed by the Authority to any third party as part of its Tender Process and to any Replacement Provider.



APPENDIX 1

The Provider's draft Exit Plan as agreed by the Authority in accordance with Paragraph 3 (following contract signature) shall be included here.