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Home Office

AUTHORITY: The Secretary of State for the Home Department

## **Schedule 8.6 – Exit Management**

Secure English Language Testing Services

Trinity College London

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## 1. INTRODUCTION

- 1.1 This Schedule sets out the principles of the exit and SELT Service transfer arrangements which the Concessionaire should comply with in order to achieve the orderly and efficient termination or (if applicable) transition of the SELT Services to the Authority or a successor Concessionaire.

## 2. ASSISTANCE PRIOR TO TRANSFER OF THE SERVICES

- 2.1 The Concessionaire shall to continue to provide the SELT Service, and to assist with exit management throughout the Exit Period.

## 3. EXIT MANAGEMENT PLAN

- 3.1 A draft exit management plan will be supplied in accordance with Schedule 6.1 (Mobilisation and Permit to Operate).
- 3.2 The Concessionaire will update the draft exit management plan which it provided with the Permit to Operate, to create a detailed exit management plan (the “**Exit Management Plan**”) for agreement with the Authority.
- 3.3 The Exit Management Plan will include, but not be limited to:
- 3.3.1 detailed timelines for cessation of the SELT Service
  - 3.3.2 a detailed plan for (as appropriate) the cessation of the SELT Service, or the seamless transition of the SELT Service to the Authority or a successor Concessionaire, if so required by the Authority;
  - 3.3.3 if appropriate, the plan for the transition of personnel and assets, to the Authority or the successor Concessionaire. Any TUPE issues shall be dealt with in accordance with Schedule 9 (Personnel Matters);
  - 3.3.4 A detailed plan for the decommissioning and disconnection of IT, hardware, software and the closure of Test Centres; and
  - 3.3.5 detail a suitable representative (“**Exit Manager**”) to manage the process of exit on a day-to-day basis.

## 4. OBLIGATIONS

- 4.1 On expiry or the earlier termination of this Concession Agreement, the Concessionaire shall:
- 4.1.1 Comply with the provisions of the Exit Management Plan, at no cost to the Authority;

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- 4.1.2 cease operation of the Concession on the date specified in the Exit Management Plan;
- 4.1.3 cease offering Tests for immigration purposes on the date specified in the Exit Management Plan;
- 4.1.4 comply with any transitional arrangements as required to do so by the Authority;
- 4.1.5 cease promoting the SELT Service in association with the Authority and if so required by the Authority, to deliver up all copies of associated literature promoting the relationship;
- 4.1.6 at the direction of the Authority:
  - (a) provide the Authority with a complete and uncorrupted version of the Authority Data in a format and on media agreed with the Authority; and
  - (b) on the earlier of the receipt of the Authority's written instructions or twenty-four (24) months after the date of expiry or termination of this Concession Agreement, destroy all copies of Authority Data.
- 4.1.7 At the request of the Authority, display a notice in a form approved by the Authority at the entrance to each Test Centre (or such other location as reasonably required by the Authority) to inform potential Candidates that the Concessionaire is no longer associated with the Authority and the SELT Service, directing such person to the Authority's list of approved SELT Providers;
- 4.1.8 at the request of the Authority, give notice, in a form approved by the Authority to the Subcontractors to inform such persons that the Concessionaire is no longer associated with the Authority and the SELT Service; and
- 4.1.9 remove all Authority Marks from the Approved Concession Sites and to dispose of any material and signage promoting the Concession and/or the Services in a manner approved by the Authority.
- 4.2 On expiry or termination of this Concession Agreement, the Authority shall:
  - 4.2.1 remove the Concessionaire from the list of approved SELT Providers;
  - 4.2.2 remove the Concessionaire and its Test(s) from Appendix O on the agreed date; and
  - 4.2.3 return to the Concessionaire all the Concessionaire Confidential Information.

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- 4.3 Except where this Concession Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Concessionaire in relation to the SELT Service shall terminate automatically with effect from the expiry or earlier termination of this Concession Agreement.