

email HillingdonSmart Connect and Smart Citizen
From: "Darryl wallace" <DWallace@Hillingdon.Gov.UK>
To: "Vincent Paliczka" <Vincent.Paliczka@Bracknell-Forest.gov.uk>
Date: 19/08/08 16:31
Subject: Smart Connect and Smart Citizen

CC: <Jayne.ward@Bracknell-Forest.gov.uk>
Vincent

Thanks very much for the assurances provided.

LB Hillingdon would like to contract directly from BFBC for all the CMS services required.

Please can you let me know who will be my main contacts at BFBC to get a copy of your standard Service Level Agreement (do you have one already with other boroughs?) and who will deal with the contract (we use a standard contract called GCAT plus add in local schedules)?

Thank you

1b

From: Maureen Hoyle
To: Jayne Ward
Date: 24/07/09 12:22
Subject: FW: Re: Smart Connect Payment Schedule

>>> < Jayne.Ward@Bracknell-Forest.gov.uk > 24/07/09 12:21 >>>

-----Original Message-----

From: Jayne Ward [mailto:Jayne.Ward@Bracknell-Forest.gov.uk] ;
Sent: 16/10/2008 13:56:28
To: Arthur Greaves [mailto:agreaves@hillingdon.gov.uk] ;
CC: [mailto: [smartcitizen.net] ;
Subject: Re: Smart Connect Payment Schedule

Hi Arthur

I have booked a room here from 2pm if that time is OK with you .
Just ask for me at reception when you arrive and ask the receptionists to call
me on the phone in Meeting Room 2 Second Floor South Time Square or on my mobile
[redacted] if I am not at my desk(ext. [redacted])

I enclose a map showing our offices at Time Square. They are near the rail
station or the nearest car park is the High Street multi story- note it only
accepts coins not notes

I look forward to seeing you on 23rd

Regards
Jayne

>>> "Arthur Greaves" 16/10/08 13:16 >>>
Jayne,

I think option 1 is the best bet too.

I am available on Thursday and am happy to come over to you whenever it
is convenient

Regards Arthur

Arthur Greaves
ICT Contracts Manager
Ext 7169
01895 277 169
mobile 07960 562030

Please consider the environment - do you really need to print this
e-mail?

>>> "Jayne Ward" 16 October 2008

12:50 >>>
Hello Arthur

I think option 1 is the more suitable for the purpose.

I have read through the schedules and on the whole have no problem
with them, although some aspects need to be clarified for me and
possibly tweaked in line with the service that we are offering you.

It would help me if we could meet up and go through them so that we
can

agree how we should proceed

Are you available next Thursday 23rd October in the afternoon?

[redacted] is in Bracknell that day for a meeting in the morning and so we
could both pop across to meet with you - or you could come here if you
prefer?

Regards
Jayne

2

FW Re Smart Connect Payment Schedule

Jayne Ward
Smartcard Development Manager
Tel 01344 351998
Fax 01344 351720
Mob 07876 790332
email jayne.ward@bracknell-forest.gov.uk

>>> "Arthur Greaves" 15/10/08 14:49 >>>
Jayne,

I am sorry about the delay in replying I have been away on leave.

I am a little confused about the contract information

There are 2 possible scenarios's

the Method Statement as a schedule attached to the SmartConnect Software Licensing Agreement Site Licence.
the Method Statement as a schedule attached to the SmartConnect Software Licensing Agreement Site Licence in addition to 'contract for provision of hosting and maintenance services on behalf of BFBC to smart

connect site license holders'

If it is the first then there are a number of schedules that I would like to add the schedules attached (these are in draft form)

If it is the second then the 'contract for provision of hosting and maintenance services on behalf of BFBC to smart connect site license holders' will need to be amended to reflect the services being provided

to LBH. Also the SmartConnect Site Licence will need to amended to cross reference the other 2 documents

On the assumption that it is the second I will start work on amending the documents

Regards Arthur

Arthur Greaves
ICT Contracts Manager
Ext 7169
01895 277 169
mobile 07960 562030

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>>> "Jayne ward" 19 September
2008

15:24 >>>

Hi Darryl

Hope you had a nice restful holiday.

I enclose the Method Statement prepared by SmartCitizen for you to agree.

I would be obliged if you would only release the technical sections of the statement and not the pricing schedule to any third parties

If you wish to discuss the contents of the Method Statement please contact SmartCitizen direct and just copy me in so that I am aware of the discussion.

Once you are happy with the Method Statement please let me know and I will incorporate it as a schedule attached to your SmartConnect Site Licence.

I also enclose a blank copy of the Site licence again for convenience I will then send you 2 hard copies of your bespoke Site Licence signed

FW Re Smart Connect Payment Schedule
by me on behalf of Bracknell Forest with the request that you sign
both
copies, retain one and send one back to me
Regards
Jayne

>>> "Darryl wallace" 04/09/08 17:29 >>>
Thanks Jayne

Darryl wallace
Hillingdon First Project Manager
dwallace@hillingdon.gov.uk
Tel: 01895 277906
Fax: 01895 277726

London Borough of Hillingdon
Civic Centre
2 East 03
Uxbridge
UB8 1UW

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e-mail?

>>> "Jayne Ward" 04/09/2008 16:27
>>>

Hi Darryl
Nicky and I enjoyed your visit and wish you luck with your scheme
I enclose the details of DREK at the end of the email as you requested
Regarding your payment schedule

You will see the processes set out in Schedule 3 of the contract I
sent you recently

I have already issued the Site Licence Notice to SmartCitizen who
will
meet with you next week and agree the work required and any revised
timescale with you.

SmartCitizen will then issue the agreed Site Licence Method
Statement to us both.

I will incorporate this Method Statement as a Schedule in your
SmartConnect Site Licence

I will then issue the enhanced 2 Site licences to you for signing
and returning (keep one send one back)

The Licence fee will be due from the date the licence is signed and
annually from that date thereafter

I then issue a Completion Notice to SmartCitizen for them to carry out
the agreed work at your convenience

Once the set up work is completed you will receive an invoice for
the
set up work and licence fee (so you will get some grace there)

If it suits you to pay something up front now I am sure we could
accommodate you but it is not strictly necessary

Also if you wish to pay for the Site Licence before you pay for the
completed work that is also acceptable

FW Re Smart Connect Payment Schedule

Hope this clarifies things for you and will suit your plans.

Regards

Jayne

Details of DREK below

DREK ASSOCIATES

Retail

Marketing

Training

To attract and keep customers

Allard House,
The Drive, Hook Heath,
Surrey, GU22 0JS

Mobile: [REDACTED]

Email: [REDACTED]@hotmail.co.uk

>>> "Darryl Wallace" 04/09/08 14:18 >>>

Jayne

Thanks for taking time out to advise us and explain how smart connect works.

I forgot to ask you one very important question about payment schedule.

Can we pay the set up costs now (£17K) and then the first years license and support (£15K) when the set up is done (April/May 09) and then annual license and support every year thereafter?

ps we noticed an E+ discount sticker in BBs when we got a sandwich afterwards!

Thanks

Darryl Wallace
Hillingdon First Project Manager
dwallace@hillingdon.gov.uk
Tel: 01895 277906
Fax: 01895 277726

London Borough of Hillingdon
Civic Centre
2 East 03
Uxbridge
UB8 1UW

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>>> "Jayne Ward" 04/09/2008 13:59

>>>

Hi Darryl

It was good to meet up with you this morning.

As requested. The card readers we use that are both contact and contactless are Omnikey RFID csrdmsn 5321 and cost about £60 each

Regards

Jayne

FW Re Smart Connect Payment Schedule

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FW Re Smart Connect Payment Schedule

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Hillingdon Schedules
Questions on Schedules**

Schedule 1 – Acceptance process

Question	Answer
What exactly do you mean by the term acceptance tests	
Should there be a template included?	
Are you happy to agree the detail of the acceptance criteria with SmartCitizen?	
Acceptance criteria- Note: my contract monitoring covers checking that the method statement is delivered to your satisfaction before you get invoiced(as set out in the Hosting contract)	
Acceptance certificate- Do you have an example that I could use ?	

Schedule2 - Change Control

Question	Answer
Many CR's that you describe as contractual I would see as operational or certainly not covered in schedule 5	
CR method and form similar to ones I have used in the past. Can be done via me or direct with SC as you prefer?	
Do you agree that a copy of completed CR should be added to Site Licence if relevant as it may affect monitoring	
Not all CR's will need to go to the Change Review Board - or will they? Perhaps they can be submitted on paper rather than in person	
Assume that if change is suggested by SmartCitizen they will need to request Hillingdon to complete a CR Form before they issue a Requirements Specification and their own CR for sign off?	

Schedule 3 – Contact and Escalation

Question	Answer

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Hillingdon Schedules
Questions on Schedules**

Schedule 4 – Exit Management

Questions	Answers

Schedule 5 – Operational Requirements

Questions	Answers
Not really sure I understand this schedule and what it is for	
Do we just complete it with you and put N/A where N/A?	
User Groups? Does it mean which services are involved ?	
System available 24/7 but main office hours are 9-5 with answer phone at other times . Assume that is OK?	
On line issues list being developed by SC that may work well	
Link to ITIL- Is this necessary ? If so if there is a cost to do so will this be paid by LBH?	
ITIL link would need to link direct to sub contractor-SC- not BFBC	
Severity levels and Response times as in main hosting contract is this acceptable?	
Ndl-Metascybe Solutions- a possibility to avoid issues between companies linked to integration to avoid disputes	

Schedule 6 – Performance and Service Credits

Questions	Answers
Most items covered in main hosting contract	
Default Points rather than Service credits used . Is that OK?	
Monitoring method between BFBC and LBH? In person or by completing monitoring form?	

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No Schedule -7

Schedule 8 – Service Governance

Questions	Answers
Are you happy with our service management structure?	
3 Joint Review Bodies- OTT?	
Senior level meetings should not normally be necessary for a contract this size unless escalation instigated	
Intermediate level meetings- Owen and myself or just me - every 3 months at alternate sites?	
Service Review Meetings- with Sarah and Simon - Monthly at LBH may be too often depending on any issues - suggest quarterly or further apart with monthly reports submitted	
Change Review Board- Most changes will be minor and completed off site so attendance at Board may be OTT. CR form could be submitted to meeting for approval rather than attending in person	
Relationship Management- Responsibilities not defined in Schedule 4. Is this something that needs to be formalised as it will happen informally automatically?	

Schedule 01 - Acceptance Process

1. Introduction

This schedule details the process for conducting the acceptance tests for the applications and incorporates a template for the agreed acceptance criteria for each of the applications under the Contractor services.

The parties shall, prior to the live running of the System, agree the detailed acceptance tests to be undertaken.

Prior to the agreed acceptance and testing period as defined within the project plan, the London Borough of Hillingdon shall document and agree with Contractor the Acceptance Criteria for the system that reflects the services detailed within the Operational Requirements schedule.

This Acceptance Criteria shall be documented in an Acceptance Test Specification document for the system produced by the London Borough of Hillingdon and agreed by Contractor. The Acceptance Test Specification document shall be based upon the sections identified below, and Contractor shall not withhold its agreement of the Acceptance Test Specification unreasonably.

The acceptance tests will be undertaken by the responsible parties as defined in the Acceptance Test Specification document, or as otherwise agreed between the parties.

Example categories and responsibilities for the acceptance tests have been included below for guidance. Additional categories may be included as appropriate and agreed by the parties.

2. Equipment set up

Contractor shall demonstrate that:

- ◆ The equipment is installed and the operating system functioning;
- ◆ The equipment is connected to the London Borough of Hillingdon network;
- ◆ The equipment may be accessed over the network.

3. Categories and Responsibilities Guidelines

3.1 Reconciliation

Contractor shall load a copy of the Test/ Live data onto the system and confirm, as part of its reconciliation, that the correct version has been loaded.

The London Borough of Hillingdon shall demonstrate that:

- The data loaded is the same as the system expected
- A reconciliation plan is in place

Schedule 01 - Acceptance Process

- Agreed reconciliation reports are run to produce the same result as those on the legacy system prior to transfer.

3.2 Processes

The London Borough of Hillingdon shall demonstrate that:

- Selected key processes run and function, in the event of an error refer to the error handling process.

3.3 Interfaces

The London Borough of Hillingdon shall demonstrate that:

- Key interfaces to external systems are functioning, In the event of error refer to error handling process

3.4 Backups

Contractor shall demonstrate that:

- The system backup processes are implemented;
- Backups are demonstrated to run within agreed time limitations. Validity checking of back up and full restore if possible

3.5 Performance

The London Borough of Hillingdon shall confirm that the agreed identified tasks run on the Contractor equipment. The London Borough of Hillingdon expectation is that the performance of the tasks outlined in the Contractor's proposal. This may include online transactions and batch processes.

3.6 Printing

The London Borough of Hillingdon shall confirm that:

- Printed output can be generated;
- Output can be directed to London Borough of Hillingdon departmental printers.

4. Error Handling

Errors identified during acceptance testing will be recorded by the London Borough of Hillingdon and notified to Contractor as soon as possible such that they can be investigated and remedied. However, the acceptance testing will continue unless it is not possible or practical.

5. Final Acceptance

The final acceptance process will comprise a compressed version of the full acceptance test specifications. This final test will show that the System is running, has restored successfully with the correct data and is accessible by the Users.

Following successful acceptance, the London Borough of Hillingdon and Contractor shall sign an Acceptance Certificate produced by Contractor for the System.

Schedule 02 – Change Control

1. At any time during the Term the London Borough of Hillingdon may request and Contractor may recommend any modification or change to the Managed Service or the System. Such change will fall into one of two categories,
 - a) Purely Operational (categorised by a change to the detailed deployment of existing contractual commitments only, including additionally chargeable services at contracted rates), or
 - b) Contractual (categorised by requiring a change to the contractual terms and conditions, including Charges).
2. In the case of a Purely Operational Change, the Contractor Operational Change Control process will be used as defined in Schedule 5 (Operational Requirements).
3. In the case of a Contractual Change, the Additional Services form below may be used, and the following shall apply.
 - 3.1 the party requesting the change shall notify the other in writing of the proposed modification or change. Contractor shall investigate the suggested change and shall produce a proposal for the London Borough of Hillingdon to include details of time scales and any revised charges for such change or modification as well as any changes proposed to the method of charging. The London Borough of Hillingdon will notify its acceptance of any such proposal within a reasonable period, not to exceed fourteen (14) working days or such longer period set out in the Contractor proposal document. Only upon receipt of acceptance by the London Borough of Hillingdon and agreement by Contractor shall such a revision be incorporated into this Agreement;
 - 3.2 neither party shall be obliged to agree to any request for change but neither party shall unreasonably refuse or delay its consent to any request for change;
 - 3.3 until such time as any modification or change to the Managed Service have been mutually agreed in writing as set out in this Schedule the parties shall continue to perform their respective obligations under this Agreement excluding the requested or recommended change.
 - 3.4 All contractual changes will be subject to the Change Review Board, the purpose, frequency and attendees of which are defined in Schedule 8 (Service Governance).

Schedule 02 – Change Control

Examples of Agreement Change Control

Service Expansions

Providing additional services

Local Government Reorganisation

In the event of the London Borough of Hillingdon acquiring other departments and systems that may previously have been part of a different Authority.

In all cases an authorised agreement will be required from the London Borough of Hillingdon, prior to the commencement of any changes to the agreement. Contractor will use work requests, change management and change control procedures detailed in this document in all situations.

Schedule 02 – Change Control

Agreement Change Control

By and between Contractor and ("London Borough of Hillingdon")

ADDITIONAL DETAILS	ORIGINAL AGREEMENT DETAILS
Date:	Title or Ref. No.:
Reference No.:	Date:
Raised by (and Location):	
Validity Period:	London Borough of Hillingdon Order/Reference number: (For administrative purposes only)
Reason:	
Description:	
Timetable for the change:	
Initial Price:	Ongoing Fee: per Ongoing End Date:
ONGOING SERVICES START DATE:	
(Will default to the Original Agreement in the absence of a start date)	
Impact on other work under the Original Agreement:	

Schedule 02 – Change Control

Impact on the timescales under the Original Agreement:

Whereas there exists an Original Agreement between the parties relating to provision of Services and/or Software, the Services and/or Software detailed above shall be provided by Contractor to London Borough of Hillingdon under the Terms and Conditions of that Original Agreement and co-terminus with it.

Save as expressly set out herein, the terms and conditions of the Original Agreement shall remain in full force and effect, and in the event of any conflict between the terms herein and the Original Agreement, the terms herein shall prevail.

**Agreed for and on behalf of the
London Borough of Hillingdon**

**Agreed for and on behalf of
Contractor**

Signed:

Signed:

Title:

Title:

Date:

Date:

Schedule 03 - Contact and Escalation Details

Part 1 - Details of Contact names for London Borough of Hillingdon

These are the initial details supplied but the same may change from time to time and London Borough of Hillingdon is asked to notify the CONTRACTOR appropriately

Service Management Contact

Escalation Contact 1

Escalation Contact 2 – Director Level

Out of Hours Contact

Schedule 03 - Contact and Escalation Details

Commercial Contact

Arthur Greaves agreaves@hillington.gov.uk
ICT Contract Manager
London Borough of Hillingdon,
2W/04 Civic Centre,
Uxbridge,
Middlesex
UB8 1UW

01895 277 169

Escalation Contact

Derek Walker dwalker@hillington.gov.uk
Assistant Head of ICT
London Borough of Hillingdon,
2W/04 Civic Centre,
Uxbridge,
Middlesex
UB8 1UW

Steve Palmer spalmer@hillington.gov.uk
Head of ICT
London Borough of Hillingdon,
A352 Civic Centre,
Uxbridge,
Middlesex
UB8 1UW

Schedule 03 - Contact and Escalation Details

Part 2 - Details of Contact Names for the

These are the initial details supplied but the same may change from time to time and the CONTRACTOR and the SUB-CONTRACTOR are asked to notify London Borough of Hillingdon appropriately.

Commercial Contact:

(

Service Management Contact:

Escalation Contact, Director Level:

(

Account Management:

SCHEDULE 04 - EXIT MANAGEMENT

1. INTRODUCTION

The purpose of this Schedule is to set out the principles for agreeing the scope and content of the Exit Plan.

2. DEFINITIONS

For the purposes of this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

“Operational Documents”	means all relevant documents relating to the installation, configuration, maintenance and operation of the Contractor Service ;
“Replacement Contractor”	means the contractor engaged by London Borough of Hillingdon to supply the Replacement Services;
“Replacement Services”	means the services which are the same or substantially similar to any or all of the Contractor Services and which are purchased by London Borough of Hillingdon to replace the Contractor Services formerly provided by the Contractor under this Agreement;
“Exit Group”	means the group of individuals responsible for implementing the Exit Plan;
“Exit Manager”	means the two representatives appointed under Section 5 below;
“Exit Period”	means the period between the date

SCHEDULE 04 - EXIT MANAGEMENT

	of a notice of termination and the termination of this Agreement or in the case of expiry, 6 months before the expiry of this Agreement;
“Replacement Services”	means the Services procured by London Borough of Hillingdon from the Replacement Contractor;
“Termination Assistance”	means the provision of the following services in accordance with this Schedule: (a) preparing a detailed Exit Plan; (b) migration of London Borough of Hillingdon Data and business processes from Contractor to the Replacement Services ; and (c) such other services as agreed by the parties from time to time under the Exit Plan including meetings during the Exit Period;
“Termination Assistance Fees”	means the reasonable charges payable by London Borough of Hillingdon for the Termination Assistance as set out in the Exit Plan
“Third Party Contracts”	means all contracts, leases, licences and similar arrangements with third party equipment and service providers relating to the goods and services used by Contractor in the provision of the Contractor Services including Third Party Software.

SCHEDULE 04 - EXIT MANAGEMENT

3. OBJECTIVES

The primary objective of Exit Management is to enable the London Borough of Hillingdon to put in place a comprehensive plan to ensure business continuity upon termination of this Agreement. This will enable the smooth transfer from Contractor to London Borough of Hillingdon or the Replacement Contractor of responsibilities, services, staff, and assets and any other items or information necessary to ensure that the London Borough of Hillingdon or the Replacement Contractor is able to operate the Replacement Services with effect from the date of termination of this Agreement.

4. PRINCIPLES

4.1 The preparation by Contractor of the Exit Plan shall be free of charge and provided to the Customer within four weeks of written notification by the Customer of termination or expiry of this Agreement. Any work to be undertaken by Contractor or its Sub-Contractors as specified in the Exit Plan shall be subject to the Termination Assistance Fees detailed in the Exit Plan.

4.2 The Exit Plan may modify any of the principles set out in this Schedule but will, unless expressly agreed otherwise between the parties, be based on the principles in this Schedule to include;

4.2.1 Contractor co-operating with the London Borough of Hillingdon for a period of up to six months from the date of Expiry in order to ensure an orderly migration of the Contractor Services to the London Borough of Hillingdon or Replacement Contractor of managed services designated by the London Borough of Hillingdon as set out in this Clause 4.2. The London Borough of Hillingdon shall pay Contractor reasonable and agreed charges in

SCHEDULE 04 - EXIT MANAGEMENT

respect of such assistance on a monthly basis in accordance with the payment terms set out in the Exit Plan.

- 4.2.2 Performing some or all of the Contractor Services as agreed between the parties in writing;
- 4.2.3 Developing together with the London Borough of Hillingdon a written plan for the orderly migration of the Contractor Services then being performed by Contractor from Contractor to the London Borough of Hillingdon or the Replacement Contractor;
- 4.2.4 Providing agreed training for personnel of the London Borough of Hillingdon in the performance of the Contractor Services then being migrated to the London Borough of Hillingdon or the Replacement Contractor;
- 4.2.5 Returning to the Customer documentation and material including Confidential Information of the London Borough of Hillingdon and Customer Data (in the Contractor's then standard flat-file format, subject to reasonable agreement between the parties) as soon as is reasonably practicable and free of charge for the first such accurate return;
- 4.2.6 Deleting all Customer Data in its possession following London Borough of Hillingdon acknowledgement of safe receipt of accurate Customer Data, which the Customer shall use all reasonable endeavours to provide as soon as possible, but within 3 months of its provision by the Contractor in any case.
- 4.2.7 The Contractor shall not be obliged to transfer any or all of the Hardware or Software used by it in the provision of the Services unless otherwise agreed.

4.3 The Exit Plan will set out;

SCHEDULE 04 - EXIT MANAGEMENT

- the tasks required to ensure business continuity during and after the expiry or termination of this Agreement,
- the Termination Assistance to be supplied by Contractor and/or its subcontractors,
- and the Termination Assistance Fees associated with the Termination Assistance.

4.4 Upon request by the London Borough of Hillingdon during the Exit Period, Contractor will:

- provide to the London Borough of Hillingdon and/or the Replacement Contractor, at the price specified in the Exit Plan, an assignment of or transfer of title in all third party hardware, which is either substantially or wholly used in connection with performing the Services. All costs involved in such transfers, negotiations or new grants shall be borne by London Borough of Hillingdon;
- grant to the London Borough of Hillingdon and/or the Replacement Contractor any full administrative access which has not been previously provided to the New Services including servers, hardware or other equipment and software, to facilitate the transfer of the Contractor Services during the Exit Period.
- deliver to the London Borough of Hillingdon any London Borough of Hillingdon Data in its possession or control in a format to be supplied by London Borough of Hillingdon and delivered in accordance with the Exit Plan; and
- subject to the consent of third party licensors, use all reasonable endeavours to provide to the London Borough of Hillingdon and/or the

SCHEDULE 04 - EXIT MANAGEMENT

Replacement Contractor, at the price specified in the Exit Plan, an assignment, novation or sub-licence of all licences relating to any Third Party Software which is either substantially or wholly used in connection with performing the Contractor Services, such assignment or sub-licence to be on terms permitting the London Borough of Hillingdon to authorise the Replacement Contractor to use that Third Party Software for the purposes of performing the Contractor Services under this Agreement. All costs involved in such transfers, negotiations or new grants shall be borne by the London Borough of Hillingdon.

- 4.5 During the Exit Period, the Replacement Contractor shall enter into a non-disclosure agreement/Confidentiality Agreement which is reasonably acceptable to Contractor and/or its relevant Sub-Contractors and is reasonably necessary to protect Contractor's and/or the relevant Sub-Contractor's Intellectual Property Rights and any Confidential Information in the New Services.
- 4.6 The agreed Exit Plan will be set out in a Change Control Note and signed by the authorised representatives of both parties.
- 4.7 As a minimum, the Exit Group will meet once a week, or as otherwise agreed, during the Exit Period.

5. EXIT MANAGERS

- 5.1 At the commencement of the Exit Period, both Contractor and London Borough of Hillingdon shall designate a senior representative from their respective organisations to act as the primary point of contact for all disengagement and exit related matters. These individuals shall be named at the inception of the draft Exit Plan and shall be known as "**Exit Managers**".

SCHEDULE 04 - EXIT MANAGEMENT

5.2 The Exit Managers' function will be to ensure the production of the Exit Plan, agree its contents, direct the work of the Exit Group and oversee the execution of the Exit Plan. Their responsibilities will continue until all requirements of the Exit Plan are completed.

6. CONTENT OF THE EXIT PLAN

The content of the Exit Plan may be varied by the agreement of both parties in writing and shall contain the details in the following paragraphs.

6.1 EXIT MEETINGS

A list of the meetings (with agendas and attendees) that will take place during the Exit Period will form part of the Exit Plan.

6.2 CONSULTANCY SUPPORT

The Exit Plan shall include full details of the Termination Assistance to be provided by Contractor. The Termination Assistance Fees associated with the Termination Assistance shall be clearly itemised and set out in a signed Change Control Note, the agreement of which shall not be unreasonably withheld.

6.3 MILESTONES

The Exit Plan shall contain a detailed project plan listing all necessary actions, resources, timetables, and contingencies. The Exit Managers shall complete the milestones, or such other milestones as mutually agreed.

7. POST TERMINATION EMPLOYMENT OBLIGATIONS

7. The parties intend that on the expiry or termination of this Agreement no employees shall transfer from the Contractor to the London Borough of

SCHEDULE 04 - EXIT MANAGEMENT

Hillingdon and that the Transfer of Undertakings Protection of Employment) Regulations 2006 (the Transfer Regulations) shall not apply. However it is acknowledged and agreed by the Contractor and the London Borough of Hillingdon that on any transfer of all or part of the Services from the Contractor to the London Borough of Hillingdon or any Replacement Contractor following the termination or expiry of this Agreement, the change in identity of the provider of the Services or part of the Services may constitute a transfer for the purposes of the Transfer Regulations and that if the Transfer Regulations apply, the Contractor and the London Borough of Hillingdon shall act and the London Borough of Hillingdon shall procure that any Replacement Contractor shall act as if any such change constitutes a transfer for the purposes of the Transfer of Undertakings Protection of Employment) Regulations 2006.

- 8 In the event that the Transfer of Undertakings Protection of Employment Regulations 2006 apply, the London Borough of Hillingdon agrees that the employees engaged by the Contractor wholly or mainly in the provision of the Services immediately before Termination of this Agreement ("the Transferring Employees") will become employees of the London Borough of Hillingdon or any Replacement Contractor (as the case may be) with effect from the date on which there is a transfer and that the London Borough of Hillingdon will comply, and Customer shall procure that any Replacement Contractor will comply, with all of its obligations under the Transfer of Undertakings Protection of Employment) Regulations 2006.
9. Without prejudice to the foregoing and in the event that the Transfer Regulations apply, on the change in identity of the provider of the Services or part of the Services:
 - 9.1.1 The Contractor shall comply with its relevant obligations under Regulation 13 and 14 of the Transfer Regulations and

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9.1.2 The London Borough of Hillingdon shall and shall procure that the Replacement Contractor shall (as appropriate) comply with its obligations under Regulation 13 of the Transfer Regulations

9.1.3 The Contractor and the London Borough of Hillingdon shall each indemnify the other in respect of any failure by the Contractor or the London Borough of Hillingdon as appropriate, to comply with clauses 9.1.1, 9.1.2, and 9.1.3.

9.1.4 The Contractor shall provide to the London Borough of Hillingdon or, if the London Borough of Hillingdon so directs, to the Replacement Contractor in good time before any such transfer accurate information or the material terms and conditions of employment relating to all the employees engaged wholly or mainly in the provision of the Services prior to the date of transfer.

9.1.5 Prior to the date of transfer the Contractor and the London Borough of Hillingdon shall take all reasonable steps that are required to ensure that there is a smooth transition in respect of the transfer of the Transferring Employees to the London Borough of Hillingdon or the Replacement Contractor, as the case may be.

10. On condition that the Transfer of Undertakings Protection of Employment) Regulations 2006 apply on the change in identity of the provider of the Services or part of the Services:

10.1 The London Borough of Hillingdon shall indemnify, and keep the Contractor indemnified from and hold it harmless against all costs, claims, liabilities and expenses incurred by or made against the Contractor relating to or arising out of:

(a) any change to the terms and conditions of employment of the Transferring Employees or any of them;

(b) any disciplinary action taken against or dismissal of the Transferring Employees or any of them;

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- (c) any breach of the terms and conditions of employment of the Transferring Employees or any of them;
- (d) any other act, fault or omission in respect of any of the Transferring Employees; by the London Borough of Hillingdon or by any Replacement Contractor after the date of transfer; and
- (e) any termination costs including statutory and/or contractual redundancy payments, unfair dismissal compensation and payments in lieu of notice occasioned as a result of any failure by the London Borough of Hillingdon to comply with its obligations in clause 10.

Schedule 05- Operational Requirements

1 Introduction

1.1 Purpose

This schedule describes the operational requirements to be provided by The Contractor for the London Borough of Hillingdon.

All Services provided under this Agreement are contingent on appropriate and relevant maintenance and support agreements being in force for the duration of this Agreement for the relevant equipment and software, either under this Agreement or under separate agreements between London Borough of Hillingdon and The Contractor or London Borough of Hillingdon and the relevant third party/parties.

1.2 Scope

The schedule presents the operational requirements associated with the Services provided to London Borough of Hillingdon.

Schedule 05- Operational Requirements

2 Business Requirement

Summary of business requirements

The following major milestones will be associated with providing services by the contractor

A breakdown of the services provided:

London Borough of Hillingdon will provide first line support for all user calls with only unresolved Hosting Services calls will be forwarded to the Contractor Service Desk.