

## Schedule 10: Exit

### 1 Introduction

This Schedule specifies the obligations of the parties in respect of exit arrangements at the end of the Contract. Notwithstanding anything contained in this Schedule or elsewhere in the Contract, the primary objective of the parties in exercising the exit and service transition arrangements as set out in this Schedule is to ensure a smooth transition of the Services or similar services in whole or in part and the transfer of any appropriate assets and agreements to the Successor Service Provider or the BBC following expiry or termination of this Contract.

### 2 Exit Plan

2.1 Within six (6) months following the Effective Date the Service Provider will prepare, in consultation with the BBC, a draft exit plan (the “**Draft Exit Plan**”) which will identify and detail the key elements necessary for ensuring a Smooth Transition to a Successor Service Provider or to the BBC and which will include but not be limited to the following matters:

- (a) a specification of the Services provided by the Service Provider under this Contract, comprising main functions and the processes and software applications required to support these functions;
- (b) a list, by reference to each of the Services, of the staff used by the Service Provider to provide each element of the Services, specifying whether such staff are wholly or partly dedicated to the provision of the Services. If such staff are also involved in providing services to other customers of the Services Provider, the list should specify the proportion of time which such staff dedicate to the provision of the Services. The list should also specify and categorise the roles of the Key Personnel by reference to the Services, together with the number and roles of all supervisory staff used to provide the Services;
- (c) to the extent not provided for in paragraph (b) above, and if the BBC so requests, the Minimum Information, as set out in paragraph 8.4 below;
- (d) the management and governance structure to be employed during transfer (including interfaces with any Successor Service Provider);
- (e) the method by which systems and the Services could be divided to enable part or full termination of the Services;
- (f) the Service Provider’s intentions as to which employee posts involved in the provision of the Services will be available for transfer under the terms of TUPE;
- (g) a detailed description of the transfer process which could be used in conjunction with any Successor Service Provider including details of the means to ensure continuing

provision of the Services throughout the transfer process or until the cessation of the Services;

- (h) specification of process and roles and responsibilities for the identification and transfer of such information as may be reasonably required in order to effect a smooth transition and the controlling and tracking of changes to the Minimum Information and the Service Design Document;
- (i) a copy of any user licences entered into by the Service Provider for the provision of the Services and the terms of maintenance agreements for software and hardware;
- (j) specification of the activities of the Subcontractors which the parties may reasonably be required to carry out in order to effect a smooth transition;
- (k) specification of an estimated timetable for completion and delivery of all elements of the exit and transfer arrangements, including descriptions of activities and all relevant timescales and milestones, identifying any major risks or unresolved issues associated with these activities;
- (l) all dependencies on the BBC and any Successor Service Provider should be clearly set out, as should any constraints or restrictions, for example concerning access to premises, staff, transfer of staff from the Service Provider; and
- (m) without prejudice to Clauses 17 (**Intellectual Property Rights**), 19.2(b) (**Exit Plan and Consequences of Termination**) and 22 (**Confidentiality**) of the Terms and Conditions, the obligations of the Service Provider in relation to the transfer of knowledge obtained during the performance of the Services which will, as a minimum include the following principles:
  - (i) The Service Provider will transfer to the BBC (or any Successor Service Provider) all information, knowledge, data, know how and ideas relating to the Services that the Service Provider (or any Subcontractors) has obtained during the provision of the Services (up to the date of termination or expiry of this Contract) which is necessary to enable the BBC or any Successor Service Provider) to perform the Services and /or utilise the BBC System;
  - (ii) Such knowledge will be transferred in such format as the BBC may advise from time to time, but in any event will be provided in written form and delivered to the BBC (in electronic, machine readable form) within two weeks of the commencement of the execution of the Exit Plan;
  - (iii) Specific items of knowledge to be transferred (or where applicable and set out below, licensed) include the most current, up to date and detailed versions of:
    - A) all information with respect to governance and reporting arrangements, including project management, escalation and notification, operation of the Change Control Procedure, quality control, risk and issues management and actions management;

- B) risks and issues logs;
  - C) details of where information and data is stored and/or available; and
  - D) any information and/or documentation, including technical specifications and detailed process maps relating to the systems and processes utilised by the Service Provider in the provision of the Services.
- 2.2 The Service Provider will seek the BBC's approval of the Draft Exit Plan and upon approval it will constitute the Exit Plan.
- 2.3 The Exit Plan will be annually updated, reviewed and agreed by the Service Provider and the BBC on or about the anniversary of the approval of the Exit Plan by the BBC pursuant to paragraph 2.2 above.
- 2.4 The Exit Plan will contain provisions covering the revisions to the standard plan that will be required were this Contract to be terminated with immediate effect in accordance with Clause 18.1 (**Termination**) of the Terms and Conditions.
- 2.5 In the event an Exit Plan has not been produced at the date of termination in whole or part of this Contract, this Schedule will operate as the Exit Plan.

### 3 Execution of the Exit Plan

- 3.1 The following terms will apply in the event of notice being given of termination, for any reason, or where no such notice has been given, fifteen (15) months prior to expiry of this Contract.
- 3.2 The BBC and the Service Provider will agree (such agreement not to be unreasonably withheld or delayed) the actions that will be carried out based on the then current Exit Plan described in paragraph 2.3 above.
- 3.3 In addition:
- (a) the BBC and the Service Provider will each, not later than three (3) Working Days after the date of notice of termination, if notice of termination has been given, or not later than fifteen (15) months prior to expiry of this Contract, nominate a project manager to ensure that their respective responsibilities under this Schedule are met and will notify the other party of his/her identity;
  - (b) the BBC and the Service Provider will, not later than fourteen (14) Working Days after the date of notice of termination, if notice of termination has been given, or fifteen (15) months prior to expiry of this Contract, agree a process, roles and responsibilities for the identification and transfer of information and for the controlling and tracking of changes to the Minimum Information (as defined in paragraph 8.4 below) and the Service Design Document, the commencement date for the

implementation of the Exit Plan (which date will in any event be no less than twelve (12) months prior to expiry of the Contract) and any adjustments to the timetable for the Exit Plan, as may be reasonably required (such agreement not to be unreasonably withheld or delayed);

- (c) the BBC and the Service Provider will, not later than twenty (20) Working Days after the date of notice of termination, if notice of termination has been given, or fifteen (15) months prior to expiry of this Contract, agree upon a timetable for the Exit Plan which will, in the absence of agreement otherwise, provide that all of the obligations of the parties will be completed as soon as reasonably practicable after termination or expiry of this Contract (such agreement not to be unreasonably withheld or delayed); and
- (d) the BBC and the Service Provider will no later than twenty (20) Working Days after the date of notice of termination, if notice of termination has been given, or fifteen months prior to expiry of this Contract, agree on the activities to be undertaken by the Service Provider and the resourcing of such activities, except to the extent that these are set out in the Exit Plan, in order to ensure a smooth transition.

3.4 In the event that the BBC and the Service Provider are unable to agree matters set out in paragraph 3.2 above within the periods prescribed, then the matter will be subject to escalation in accordance with the Dispute Resolution Procedure, save that the matter will immediately be referred to Level 3 of such procedure for resolution, in accordance with Clause 25 (**Dispute Resolution**) of the Terms and Conditions.

3.5 Both parties will perform their obligations in accordance with the timetable agreed as part of the Exit Plan.

3.6 The Service Provider will take a proactive role in identifying additional information and/or activities (other than those set out in the Exit Plan) reasonably necessary for a Smooth Transfer, and will notify the BBC and any Successor Service Provider immediately upon it becoming aware of such information or additional requirements, and will co-operate with the BBC and/or the Successor Service Provider in order to provide any additional information or satisfy any additional requirements within seven (7) Working Days or such period as the parties may agree.

3.7 The Service Provider will continue to carry out its obligations under the Open Book Accounts to the extent and for as long as is necessary after expiry or termination of the Contract, in accordance with the provisions of the Exit Plan and Clause 10 (**Management Information and Audit Requirements**) of the Terms and Conditions.

#### 4 Service Provider Documentation

The Service Provider will provide the BBC with a current version of the Service Provider Documentation no later than ten (10) Working Days after the date of notice of termination, if notice of termination has been given, or fifteen (15) months prior to the expiry of the Contract in any other case, or as otherwise agreed between the parties. The Service

Provider will provide the BBC with any changes to the Service Provider Documentation with seven (7) days of any such change.

## 5 Outstanding Projects

- 5.1 The Service Provider and the BBC will review all outstanding projects or other work in progress initiated through the Change Control Procedure and identify the current status, benefits, costs and risks involved and agree for each one whether:
- (a) the project or other work in progress should be completed by the Service Provider; or
  - (b) no further work should be undertaken by the Service Provider, and in this case, whether or not such work should be transferred to a Successor Service Provider or simply ceased.

## 6 BBC Data and BBC System

- 6.1 The Exit Plan will provide that, subject to Clauses 17 (**Intellectual Property Rights**) and 22 (**Confidentiality**) of the Terms and Conditions, the Service Provider will, within the timescales agreed between the parties, but in any event by no more than thirty (30) days after notice of termination or nine (9) months before expiry of this Contract (whichever is the earlier) provide two (2) copies of the BBC Data and all elements of the BBC System to the BBC or other third party as the BBC directs for the purposes of carrying out a procurement of the Services and to effect a Smooth Transfer of the Services to the BBC or its Successor Service Provider. No later than six (6) months prior to expiry or termination the Service Provider will provide an updated version of the BBC Data, BBC Database, BBC Software and any other software used by the Service Provider in the provision of the Services.
- 6.2 On termination for any reason whatsoever or expiry of this Contract, the Service Provider will, at the BBC's request:
- (a) effect a transfer of the BBC Data and all elements of the BBC System to either the BBC or its Successor Service Provider in accordance with the BBC's instructions; and
  - (b) provide reasonable assistance to the BBC (or a Successor Service Provider) to facilitate transfer.

## 7 Personnel Support

- 7.1 The Service Provider will provide all Personnel support required to the extent necessary to fulfil its responsibilities relating to the provision of a Smooth Transfer to the BBC or a Successor Service Provider.

- 7.2 Subject to the provisions of paragraph 8 below, in the event of termination in accordance with 18.1(j) (**Termination**) of the Terms and Conditions the BBC and/or its agents will be entitled to approach Personnel used in the provision of the Services with a view to recruiting such Personnel.
- 7.3 The extent of the support needed and the skills needed will be identified by the BBC in accordance with the requirements of the Successor Service Provider.

## 8 Transfer of Employees

- 8.1 Eighteen (18) months prior to the expiry of the Initial Period, or following the giving of any notice of termination of the Contract (or partial termination of the Contract), or any Change Notice which may result in TUPE applying, the Service Provider will, and will procure that any Subcontractor will provide to the BBC and authorise the BBC to disclose to any third party bidding to become a Successor Service Provider a list of all employees engaged in the provision of the Services ("**Services Employees**"), together with the information specified in Paragraph 8.4 below ("**Minimum Information**").
- 8.2 For the period of twelve (12) months prior to the date when this Contract is due to expire or following the issue of any notice of termination of the Contract (or partial termination of the Contract), or any Change Notice which may result in TUPE applying, the Service Provider will not, and will ensure that its Subcontractors will not (other than where authorised in writing by the BBC to do so):
- (a) make any amendments, changes or variations to the terms and conditions of employment of Services Employees (including any customarily provided benefits or payments) except for the award of annual salary rises in the ordinary course of business at or lower than the prevailing rate of inflation;
  - (b) remove/replace any of the Services Employees or assign any additional employees to perform the Services; and/or
  - (c) increase the proportion of working time spent on the Services by Services Employees who immediately prior to any such change spend less than fifty per cent (50%) of their working time on the Services.
- 8.3 The BBC will be entitled to request the Minimum Information at intervals of every three (3) months during the Term. On receipt of such a request, or in accordance with paragraph 8.1 above, the Service Provider will fully and accurately disclose to the BBC within ten (10) Working Days of a request for such information as the BBC may reasonably request in connection with the Services Employees.
- 8.4 For the purposes of this paragraph 8, Minimum Information means any information reasonably required by the BBC together with:
- (a) anonymised detail of all employees, consultants, contract staff or contractors of the Service Provider or any Subcontractor who have at any time in the period of twelve





(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

[REDACTED]

8.8 The Service Provider will use all reasonable endeavours to, and will ensure that any Subcontractors will use all reasonable endeavours to, enable and assist the BBC and any Successor Service Provider to communicate with and meet the Services Employees and any person who is the subject of paragraph 8.7 and their trade union or employee representatives as and when reasonably required.

**9 Reasonable Access**

9.1 The Service Provider will itself permit and will procure the permission of its Subcontractors to permit the BBC and any person who is tendering for or has been awarded the contract to take over the Services or similar services, such as access to the Service Provider's Locations or any Subcontractors' locations and Personnel by appointment as is required for the purposes of tendering for or transferring the Services.

9.2 The Service Provider will provide the Successor Service Provider with reasonable access to:

- (a) such information relating to the Services as remains in the possession or control of the Service Provider; and
- (b) such members of the Services Provider's staff as have been involved in the design, development and provision of the services and who are still employed by the Service Provider,

provided that the BBC will pay or procure that the Successor Service Provider will pay the

reasonable costs set out in the rate card at Schedule 5 (**Service Charges**) of the Successor Service Provider incurred in responding to requests for access under this paragraph 9.2.

**10 Impact on Ongoing Provision of the Services**

In fulfilling the contractual obligations detailed in this Schedule, the Service Provider will ensure activities are planned and resourced such that provision of the Services by the Service Provider up to the expiry or earlier termination of the Contract is not adversely impacted but, in any event, the Service Provider will give the BBC and any Successor Service Provider such assistance and support as is required to successfully achieve the Smooth Transition of such ongoing Services and ongoing work related to the same.

**11 Contractual Amendment**

The Service Provider will not refuse any contractual amendments required by the BBC in order to facilitate a Smooth Transfer of the Services (either in whole or in part), including, for the avoidance of doubt, any requests from the BBC that the Service Provider provide the BBC with exit assistance in addition to the obligations set out in the Exit Plan, however, the reasonable costs to the parties of such changes will be agreed in good faith in accordance with the Change Control Procedure.

**12 Costs**

Subject to paragraph 11 above, the Service Provider's charges for fulfilling its obligations under the Exit Plan will be included in the Service Charges.

Released by the BBC under the Freedom of Information Act 2000