

**SCHEDULE N**  
**EXIT STRATEGY**

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**SCHEDULE N****EXIT STRATEGY****1. OVERVIEW**

- 1.1 The objective of the exit management process is to facilitate the smooth transfer of the Services to a Successor Contractor in a way that preserves business continuity for the Authority.
- 1.2 This Schedule sets out the process by which the Contractor shall provide assistance in respect of Services that are to be provided through a third party or by the Authority itself.
- 1.3 The Contractor shall provide the assistance set out in this Schedule commencing from the following dates:
- 1.3.1 where the Authority wishes to hold a Procurement Process in relation to any of the Services, from the date that the Authority first gives public notice of that process;
  - 1.3.2 if one Party has served notice of Termination, from the date that such notice is received by the recipient Party or the date six (6) months prior to the Termination Date in the case of the expiry of the Contract; or
  - 1.3.3 where, pursuant to any right under the Contract or at Law, the Authority has given such notice as is required to remove Services from the scope of the Contract (whether following a competitive bid process or otherwise), from the date on which the Contractor received such notice,

(each or all of the above commencement dates shall be know as the “**Assistance Commencement Date**”).

- 1.4 The Contractor shall comply with the Exit Plan from the applicable Assistance Commencement Date, and/or shall comply with any mutually agreed Services Transition Plan from the date of its agreement, until the Services Transfer Date or the date of removal of the particular Services, as applicable.
- 1.5 Notwithstanding the generality of Clause 1.4 above, at the Authority’s request, the Contractor shall continue to comply with its obligations under the Exit Plan and/or any agreed Services Transition Plan for up to twelve (12) months, or such longer period that is mutually agreed to transition the relevant Services, following the Termination Date or removal of the Services (as the case may be).
- 1.6 The Parties agree and acknowledge that this Schedule shall continue in full force and effect notwithstanding the Termination of the Contract.

**2. SUPPORT FOR A PROCUREMENT PROCESS**

In the case of a Procurement Process, the Contractor shall assist and support the Authority with the Procurement Process from the Assistance Commencement Date in accordance with the provisions of Annex N-1.

**3. ASSISTANCE PRIOR TO TRANSFER OF THE SERVICES**

The Contractor agrees to continue to provide the Services, and to assist with exit management and Termination Assistance during the Exit Period, in accordance with the provisions of Annex N-2.

**4. ASSISTANCE ON TERMINATION**

If the Authority appoints a Successor Contractor, other than the Contractor, to provide the Services then, with effect from the Services Transfer Date, the provisions of Annex N-3 shall apply.

**5. OUTLINE EXIT PLAN**

5.1 Annex N-4 sets out the initial areas to be included in the Outline Exit Plan and the elements which shall, at a minimum (unless otherwise agreed), be part of such Outline Exit Plan.

5.2 The Parties shall review and update the Outline Exit Plan annually, on the anniversary of the Effective Date, to ensure that it remains relevant as the Contractor's Solution develops and to reflect changes to the Services.

5.3 Whenever either Party decides that changes are required to the Outline Exit Plan, they shall discuss, and agree pursuant to Schedule L (**Change Control Procedure**) a new document that shall replace the current Outline Exit Plan set out in Annex N-4.

5.4 In terms of the scope of the Outline Exit Plan, the Contractor must address:

5.4.1 the activities required to enable the Authority to re-tender the provision of the Services;

5.4.2 the activities necessary to support any Successor Contractor in carrying out any necessary due diligence;

5.4.3 details of the transition services to be provided by the Contractor prior to the Services Transfer Date;

5.4.4 support for the Successor Contractor during its preparation of any relevant transition plan for the transition of the Services to the Successor Contractor, including prior to and during such reasonable transition period as may be required by the Successor Contractor; and

5.4.5 the maintenance of a 'business as usual' environment for the Authority during all transition activities for such reasonable transition period as may be required by the Successor Contractor.

5.5 Unless otherwise agreed by the Authority, the Outline Exit Plan shall relate to the following general activities:

5.5.1 production and updating of the initial Outline Exit Plan to include, as a minimum, the elements specified in this Schedule and Annex N-4. This activity is anticipated to support any Procurement Process and preferred Contractor/bidder due-diligence activities;

5.5.2 updating and review of the Outline Exit Plan, in accordance with Clause 5.3 above, and there will be the following phases as a minimum:

- (a) the first phase of implementation activity, triggered by the need for transfer, is anticipated to be due diligence and transition planning activity to be carried out by the Successor Contractor within the period leading up to the Services Transfer Date including staggered transfer of required business knowledge;
- (b) the second phase of implementation which will be mainly concerned with support to the Successor Contractor in the actual transitioning of the Services; and
- (c) the final phase is post-transfer support and consultancy.

## 6. ORDINARY COURSE OF BUSINESS

6.1 Throughout any Procurement Process and/or Exit Period, the Contractor shall:

- 6.1.1 not embark on any actions related to the provision of the Services that fall outside the Ordinary Course of Business, without the Authority's prior written consent (which consent shall not be unreasonably withheld);
- 6.1.2 continue to devote such time and resources to the continued provision of the Services, so as to ensure that there is no disruption to the Services and no reduction in Service Levels;
- 6.1.3 notify the Authority of any act, omission or conduct which adversely affects the Assets or personnel required to deliver any of the Services during and after the Term; and
- 6.1.4 take active steps as reasonable to monitor the Contractor Personnel to ensure there is no degradation in the quality of the Services.

## 7. CHARGES FOR TERMINATION ASSISTANCE

### 7.1 Procurement Process

The Contractor shall provide the Termination Assistance described in Annex N-1 to a potential Successor Contractor and the Authority for a Procurement Process from the Assistance Commencement Date to the Services Transfer Date at no cost to the Authority.

### 7.2 Expiry of the Term

In relation to the expiry of the Term (or in respect of part of the Services removed from the Contract in circumstances which do not amount to a Termination in accordance with Clause 43 of Schedule B (**Conditions of Contract**)), the Contractor shall provide the Termination Assistance set out in Annex N-2 from the Assistance Commencement Date to the Services Transfer Date as part of the Service Charges.

### 7.3 Termination Assistance after the Services Transfer Date

Where, at any time after the applicable Services Transfer Date, the Contractor:

- 7.3.1 makes available any Contractor Personnel who do not transfer to the Authority or a Successor Contractor in order to facilitate the transfer of knowledge and skills (as described in Clause 2 of Annex N-3);
- 7.3.2 provides services or resources (as described in Annex N-3); or

- 7.3.3 provides any other assistance in accordance with this Schedule after the Services Transfer Date, including without limitation to the obligations under the Exit Plan and/or any agreed Services Transition Plan.

The Contractor shall be entitled to charge the Authority or the Successor Contractor, as applicable, for such assistance at the prevailing contractual rates set out in Schedule E (**Pricing**) for a period of up to twelve (12) months starting on the Services Transfer Date.

#### 7.4 **Termination**

The provisions of Clauses 7.1 to 7.3 above shall be without prejudice to the Parties' rights under Clause 44 of Schedule B (**Conditions of Contract**) if:

- 7.4.1 there is a Termination by the Authority in accordance with Clauses 43.1.1 or 43.1.2 of Schedule B (**Conditions of Contract**); or
- 7.4.2 there is a Termination by the Contractor in accordance with Clause 43.2 of Schedule B (**Conditions of Contract**).

## ANNEX N-1

## ASSISTANCE WITH A PROCUREMENT PROCESS

**1. GENERAL CO-OPERATION DURING THE PROCUREMENT PROCESS**

- 1.1 Whenever it is notified that the Authority is going to re-tender the Services or any part of the Services, the Contractor shall co-operate (fully and in good faith) with the Procurement Process.
- 1.2 With effect from the Assistance Commencement Date of the Procurement Process until the Services Transfer Date, the Contractor shall provide to the Authority such Information and other co-operation regarding the Contractor's provision of the Services (as and when reasonably requested by the Authority unless otherwise specified in this Annex, including for the purposes of providing Information to any bidders involved in the Procurement Process so that they can carry out a due diligence exercise) as would be reasonably necessary for a third party to:
- 1.2.1 prepare an informed, non-qualified offer for those Services; and
- 1.2.2 not be disadvantaged in the Procurement Process compared to the Contractor (if the Contractor is invited to participate).
- 1.3 Where used in this Clause 1, "**Information**" shall mean any written or oral information (including information for due diligence purposes) which is material in detail or in substance and which describes the nature of any of the Services provided to the Authority or the method by which those Services are provided by the Contractor.
- 1.4 With effect from the date on which the Authority publishes official notice of the Procurement Process, or with effect from the date on which the Contractor notifies the Authority of an intention to bid pursuant to the Procurement Process (whichever is the earlier), the Contractor shall ensure that (except with the Authority's prior written consent) no individual who participates in its Operations Team is also a member of (nor is transferred into) its bid team in respect of the services covered by the Procurement Process.
- 1.5 At the reasonable request of the Authority and subject to the relevant potential Successor Contractor entering into an appropriate confidentiality undertaking with the Contractor, such potential Successor Contractor shall be entitled to carry out a site visit on any of the Contractor's sites being used in the delivery of the Services.

**2. CONTRACTOR PERSONNEL**

- 2.1 The Contractor shall comply with its obligations to provide Information about its Contractor Personnel as described in Clause 6 of Schedule M (**HR and TUPE**).
- 2.2 Notwithstanding Clause 2.1 of this Annex N-1, the Parties agree that Information relating to the Contractor Personnel Costs shall, at a minimum, be broken down by reference to organisational groupings and full-time equivalent positions and other relevant detailed information reasonably required by a third party to make an unqualified bid to provide services that are similar to the Services.

**3. THIRD PARTY CONTRACTS**

- 3.1 Within one (1) month of the Assistance Commencement Date, the Contractor shall provide the Authority with an up-to-date list of the Third Party Contracts identified in Schedule S

**(Software, IPR and Third Party Contracts).** With effect from the Assistance Commencement Date, the Contractor shall notify the Authority of any material changes to the Third Party Contracts identified in Schedule S (**Software, IPR and Third Party Contracts**) which may adversely impact the provision of any of the Services and shall consult with the Authority regarding such proposed material changes.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

4.1 With effect from the Assistance Commencement Date, the Contractor shall not make any material changes in the position as regards the Intellectual Property Rights and/or Software created or used during the provision of any of the Services, which may adversely impact the provision of any of the Services without first obtaining the prior written consent of the Authority regarding such proposed material changes.

4.2 The Contractor shall maintain and update a list of all relevant Software (including any Intellectual Property Rights therein) created or used by the Contractor, including any Work Product created during the Term, and shall provide such list within one (1) month of the Assistance Commencement Date for the Procurement Process. Such list of Software shall also include the Software listed in Schedule S (**Software, IPR and Third Party Contracts**).

#### **5. ASSETS**

5.1 The Contractor shall maintain a list of all Assets used in relation to the delivery of the Services whether Contractor-owned or Contractor-leased and shall provide such list to the Authority within one (1) month of the Assistance Commencement Date for the Procurement Process. This list will be a snapshot in time and is subject to change.

5.2 The Parties shall agree the level of detail and content to be provided by the Contractor in connection with the list referred to in Clause 5.1 of this Annex N-1. Notwithstanding the foregoing, the Parties agree that the list shall include, as reasonable, the items listed in Clause 4.2 of Schedule T (**Assets**).

5.3 If the Contractor wishes to provide any of the Services through the use of Assets not exclusively dedicated to the Services, it shall first obtain the prior written consent of the Authority (which consent shall not be unreasonably withheld).

#### **6. USE OF SERVICES INFORMATION**

6.1 The lists and information to be compiled and provided pursuant to Clauses 2 to 5 of this Annex N-1 as well as any information obtained during the Term, including volumes, Service Level information, system information and the relevant documentation may be used by the Authority at any time for its or any potential Successor Contractor's information (and, in particular, may be disclosed by the Authority at any time as part of its Procurement Process), subject to the appropriate confidentiality undertakings being given and put in place by any potential Successor Contractor.

#### **7. DISPUTES**

7.1 During any Procurement Process, the Contractor shall maintain and update a list of on-going and/or threatened disputes with third parties in relation to the provision of the Services and/or Third Party Contracts, and shall use its Commercially Reasonable Efforts to resolve such disputes.

7.2 During any Procurement Process, the Contractor shall not settle disputes in Clause 7.1 above with a third party, nor accept any liability (either on its own behalf or that of the Authority)

without obtaining the Authority's prior written consent (which consent shall not be unreasonably withheld).

## ANNEX N-2

## ASSISTANCE IN THE PERIOD PRIOR TO THE TERMINATION DATE

**1. INTRODUCTION**

- 1.1 This Annex N-2 sets out the Termination Assistance to be provided by the Contractor from the Assistance Commencement Date to the Services Transfer Date if there is a Termination or a removal of any of the Services from the Contract in accordance with Clause 43 of Schedule B (**Conditions of Contract**).
- 1.2 The Contractor shall use its Commercially Reasonable Efforts to minimise the Authority's costs and management time resulting from any Termination or removal of the Services (as the case may be) and to minimise the implementation time for the agreed Exit Plan and/or Services Transition Plan.

**2. TRANSITION PLANNING**

- 2.1 Within fourteen (14) days of the applicable Assistance Commencement Date, the Contractor shall provide the Authority with a draft Exit Plan. At a minimum, the draft Exit Plan shall contain provisions covering the items listed in the Outline Exit Plan as set out in Annex N-4.
- 2.2 The Authority will respond within seven (7) days with its comments on the draft Exit Plan.
- 2.3 The Contractor shall respond to any of the Authority's suggestions to improve or amend the draft Exit Plan within seven (7) days of receipt of the same. Unless otherwise agreed, within four (4) weeks of the Assistance Commencement Date, the Parties shall meet to discuss in good faith and agree the final form Exit Plan.
- 2.4 The Parties shall review and update the Exit Plan quarterly throughout the Exit Period, on the rolling tri-monthly anniversary of the Assistance Commencement Date, to ensure that it remains relevant.
- 2.5 On the appointment of a Successor Contractor, the Contractor shall commence discussions with the Authority and the Successor Contractor concerning a detailed transition plan, to be based on the Exit Plan agreed by the Contractor and the Authority, with a view to the Services Transition Plan being agreed and finalised at least six (6) months prior to the Termination Date.
- 2.6 The final form of the Services Transition Plan shall be agreed between the Parties after consultation with the Successor Contractor (if any) and shall only become effective once approved in writing by the Authority. The Contractor shall then commence implementation of the Services Transition Plan. The approved Services Transition Plan shall be incorporated into this Contract as an Annex to this Schedule as soon as reasonably practicable after the Authority's approval.

**3. GENERAL TERMINATION ASSISTANCE**

- 3.1 Both Parties shall comply fully with their obligations under the Exit Plan and/or Services Transition Plan and this Schedule.
- 3.2 Both Parties shall appoint a suitable representative ("**Exit Manager**") to manage the process of transition on a day-to-day basis. The appointment of the Contractor's Exit Manager shall be subject to the Authority's prior approval (which approval will not be unreasonably withheld).

- 3.3 The Contractor's Termination Assistance may include training for the Authority and/or the Successor Contractor personnel, consultants or subcontractors, as agreed.
- 3.4 If the Contractor fails to comply with any of its obligations with respect to the Exit Plan and/or Services Transition Plan, it shall arrange (at its own cost) all such additional resources as are necessary to fulfil the applicable obligation as soon as reasonably practicable.
- 3.5 Unless otherwise agreed, the Contractor shall be responsible for the overall management of all the transfer and exit activities envisaged in this Schedule and the Contractor shall:
- 3.5.1 keep the tasks on schedule in accordance with any timetable set out in the Exit Plan and/or Services Transition Plan; and
- 3.5.2 identify and resolve, or assist the Authority and the Successor Contractor in the resolution of, any problems encountered in the timely completion of each task identified in the Exit Plan and/or Services Transition Plan, whether the task is the responsibility of the Contractor or not.

#### **4. SUCCESSOR CONTRACTOR SHADOWING**

- 4.1 If a party other than the Contractor is appointed as a Successor Contractor, the Contractor agrees to reasonably co-operate with the Authority and the Successor Contractor, as directed by the Authority, in relation to arrangements to effect a smooth transfer of the Services, the Transferring Employees and the Core Personnel. Such co-operation, subject to appropriate confidentiality provisions being put in place and the Data Protection Act, shall include reasonably assisting the Successor Contractor to familiarise itself as to the method of provision of those Services in the period prior to the Services Transfer Date. In particular, the Contractor agrees that in the six (6) month period prior to the Services Transfer Date, it shall allow the Successor Contractor reasonable access to:
- 4.1.1 its facilities used to provide the Services (subject to compliance by the Authority and the Successor Contractor with any applicable security restrictions and confidentiality undertakings being put in place);
- 4.1.2 the Contractor Personnel; and
- 4.1.3 such Information as the Authority may deem necessary to ensure a seamless transfer of the relevant Services on the Services Transfer Date.
- 4.2 During the six (6) months prior to the Services Transfer Date, the Contractor agrees to allow the Authority and/or Successor Contractor's personnel, as directed by the Authority, to work alongside the Contractor, so that:
- 4.2.1 the Authority and/or Successor Contractor, as directed by the Authority, can observe the provision of the relevant Services and prepare for the transition of the Services from the Contractor;
- 4.2.2 the facilitation of knowledge transfer from the Contractor to the Authority and/or Successor Contractor, as directed by the Authority, occurs as early as possible; and
- 4.2.3 the Authority and the Successor Contractor, as directed by the Authority, can participate in decisions that will affect the Services after the Services Transfer Date.
- 4.3 The Contractor shall make available (to the extent that it does not impact upon the delivery of the Service) sufficient numbers of suitably experienced and skilled Contractor Personnel for

such time as is reasonably necessary during the six (6) month period described in Clause 4.2 of this Annex N-2, to explain relevant procedures and operations (including management processes and other standards and procedures) to the operations personnel of the Authority and/or Successor Contractor, as directed by the Authority.

- 4.4 The information and assistance which the Contractor shall provide to the Authority and/or Successor Contractor, as directed by the Authority, under Clause 4 of this Annex N-2 shall, subject to any confidentiality obligations or licence restrictions to which the Contractor may be subject, as a minimum include:
- 4.4.1 available product information and detailed system documentation, including user manuals, technical manuals, operations procedures and applicable vendor correspondence;
  - 4.4.2 relevant available information about proprietary products, tools and methods;
  - 4.4.3 information about current project work;
  - 4.4.4 copies of Third Party Contracts which are to be transferred to the Successor Contractor; and
  - 4.4.5 information regarding unresolved faults in the Contractor's Solution in progress at the commencement of the Termination Assistance as well as those expected to be in progress at the Services Transfer Date.

This information shall be updated by the Contractor at the Services Transfer Date.

After the appointment of the Successor Contractor, the Authority may be accompanied by the Successor Contractor at project meetings with the Contractor regarding the provision of the Services. The Contractor shall also consult the Authority (and allow the Authority to involve the Successor Contractor) about planned changes to the provision of any of the Services.

## 5. SECURITY

The Contractor shall continue to comply with its security obligations in accordance with Schedule K (**Security**) in carrying out its obligations under this Schedule.

## 6. ASSETS

- 6.1 The Contractor shall sell or transfer the Assets to the Authority and/or the Successor Contractor in accordance with Clause 21 of Schedule B (**Conditions of Contract**) and Clause 5 or 6 of Schedule T (**Assets**), as applicable.
- 6.2 Within four (4) weeks from the commencement of the Exit Period, the Parties shall agree the contents of the physical Asset list (a snapshot in time), being maintained by the Contractor in accordance with Clause 5 of Annex N-1. The list shall include details of all Assets, as is reasonable, in addition to the list of items identified in Clause 4.2 of Schedule T (**Assets**).
- 6.3 The Contractor shall then freeze the Asset list and update it (with the Authority's prior written consent, which consent shall not be unreasonably withheld) only as and when Asset changes are required in order to continue the Services in the Ordinary Course of Business.
- 6.4 The Contractor shall provide copies of the Asset list to the Authority and/or any Successor Contractor, whenever requested by the Authority.

- 6.5 Subject to Clause 2.4 of Schedule T (**Assets**), the Parties shall agree the treatment of any Assets that are not used exclusively in the performance of the Services.

## 7. REPORTING DURING THE EXIT PERIOD

The Contractor shall provide progress reports detailing the status of the exit tasks as against the Exit Plan and/or Services Transition Plan (as applicable), setting out any actual or anticipated problems or delays and the actions that the Contractor is taking to resolve such problems

## 8. THIRD PARTY CONTRACTS

- 8.1 Within four (4) weeks from the commencement of the Exit Period, the Parties shall agree the contents of the Third Party Contracts list as set out in Schedule S (**Software, IPR and Third Party Contracts**) being maintained by the Contractor in accordance with Clause 3 of Annex N-1. The Contractor shall then freeze the Third Party Contracts list and shall update it (with the Authority's prior written consent, which consent shall not be unreasonably withheld) only as and when changes are required in order to continue the Services in the Ordinary Course of Business.
- 8.2 During the Exit Period and in accordance with the Exit Plan, the Contractor shall not vary, terminate, assign, novate, purport to vary, nor allow any of the listed Third Party Contracts to expire without the Authority's prior written consent, which consent shall not be unreasonably withheld.
- 8.3 The Contractor shall provide a list of the Third Party Contracts to the Authority and/or any Successor Contractor, as directed by the Authority, if requested by the Authority during the Exit Period.
- 8.4 As part of the planning process for the implementation of the Exit Plan and, if any, Services Transition Plan, the Parties shall agree which of the Third Party Contracts (if any) need to be assigned, novated or otherwise transferred from the Contractor to the Authority and/or Successor Contractor.
- 8.5 The Contractor shall liaise with the relevant third parties to ensure the successful transfer, assignment or novation (as required) of the Third Party Contracts, including obtaining any transfer, assignment or novation agreements (as applicable) in a comparable form that is acceptable to the Authority.
- 8.6 The Contractor shall also ensure that the benefits of all warranties, indemnities and similar protections under the Third Party Contracts shall pass to the Authority and/or the Successor Contractor (as the case may be).
- 8.7 Any fees due in connection with the transfer of the Third Party Contracts shall be paid in accordance with Clause 43 and 44 (as applicable) of Schedule B (**Conditions of Contract**).
- 8.8 At any time during the twelve (12) months prior to the Services Transfer Date, if the Contractor proposes to make any material changes to any Third Party Contract which may have a materially adverse impact on the provision of any of the Services, it agrees to notify the Authority.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Contractor shall maintain and update a list of all relevant Software (including any Intellectual Property Rights therein) created or used by the Contractor, including any Work

Product created during the Term, and shall provide such list within one (1) month of the commencement of the Exit Period for the Procurement Process. Such list of Software shall also include the Software listed in Schedule S (**Software, IPR and Third Party Contracts**).

- 9.2 The Contractor shall grant the licences described in Clause 29 of Schedule B (**Conditions of Contract**) and provide the Authority and/or the Successor Contractor (as applicable) with a copy of the Source Code in accordance with the escrow provisions in Clause 29.7 of Schedule B (**Conditions of Contract**).

## **10. RESTRICTIONS PRIOR TO TERMINATION**

- 10.1 The Contractor shall maintain an open and proactive communication line with the Contractor Personnel.
- 10.2 From the Assistance Commencement Date, the Contractor shall comply with its obligations in Clause 7 of Schedule M (**HR and TUPE**).

## **11. DISPUTES**

- 11.1 During the Exit Period, the Contractor shall maintain and update a list of on-going and/or threatened disputes with third parties in relation to any of the Services or Third Party Contracts, and shall use its Commercially Reasonable Efforts to resolve such disputes.
- 11.2 During any Procurement Process, the Contractor shall not settle disputes in Clause 11.1 above with a third party, nor accept any liability (either on its own behalf or that of the Authority) without obtaining the Authority's prior written consent (which consent shall not be unreasonably withheld).

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**ANNEX N-3****TERMINATION AND TRANSITION TO THE SUCCESSOR CONTRACTOR****1. INTRODUCTION**

This Annex sets out the Termination Assistance to be provided by the Contractor to the Successor Contractor as directed by the Authority from the Termination Date.

**2. AVAILABILITY OF THE CONTRACTOR PERSONNEL AFTER TERMINATION**

2.1 Notwithstanding the provisions of Clause 44.1 of Schedule B (**Conditions of Contract**), on or after the Termination Date, and at the Successor Contractor's request, the Contractor shall make available to the Successor Contractor, for the continued support of the Services on a full time basis or any other basis as may be agreed between the Contractor, the Authority or the Successor Contractor, any Contractor Personnel (including, for the avoidance of doubt, any Core Personnel) who do not transfer to the Authority or a Successor Contractor in accordance with TUPE or for any reason, for a period of not greater than twelve (12) months following termination of the Contract.

2.2 Such availability of the Contractor Personnel shall be provided as reasonable in order to facilitate the transfer of knowledge and skills in relation to providing the Services to the Successor Contractor's personnel as directed by the Authority, as shall be necessary to ensure, uninterrupted continuity in the provision of the Services.

2.3 Upon expiry or termination of the Contract and at the direction of the Authority, the Contractor shall return to the Authority or destroy the Authority Data, the Authority Personal Data, applicable Material, Software, Work Product and Equipment and/or return to the Authority or destroy any other third party data, as may be designated by the Authority.

**3. TRANSFERRED AND PURCHASED ASSETS**

3.1 In the event that the Contractor transfers Assets to the Successor Contractor as directed by the Authority in accordance with Schedule T (**Assets**), it shall provide, as reasonable:

3.1.1 all relevant documentation, user manuals and other such information;

3.1.2 suitable warranties regarding condition and title; and

3.1.3 that all leasing, rental or other similar arrangements have been fully terminated so that full and unencumbered title is passed.

3.2 The Contractor shall certify to the Successor Contractor that it has complied with its obligations under this Clause 3, in such format as the Authority shall reasonably request.

**4. INTELLECTUAL PROPERTY RIGHTS**

4.1 With effect from the end of the Termination Date or date of removal of the relevant Services, the Contractor shall cease all use of, and either destroy or return (at the Authority's option), the Authority Software and the Authority Materials (and all Intellectual Property Rights therein).

4.2 Upon request from the Authority to do so, the Contractor shall confirm in writing that it has complied in full with its obligations under Clause 4.1 of this Annex N-3.

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**ANNEX N-4****OUTLINE EXIT PLAN**

The Contractor shall provide a suggested format for the Outline Exit Plan to cover, as a minimum, the following areas:

**1. THE CONTRACTOR ACTIVITIES**

1.1 The Contractor shall provide, as reasonable, further details:

1.1.1 of how the transition of the Services will be managed and conducted and the information required to support this; and

1.1.2 describing how each relevant part of the Services will be transferred.

**2. MANAGEMENT AND INFORMATION REQUIREMENTS**

2.1 The Contractor shall provide, as reasonable:

2.1.1 all information for governance and reporting arrangements including project management, escalation and notification, Change Control Procedures, approval, quality control, risk and issues management and actions management;

2.1.2 a fully populated and resourced project plan;

2.1.3 a completed risk and issues logs;

2.1.4 provision of information and data (including for relevant staff and the overall Contractor's Solution);

2.1.5 details of where information and data is stored and/or available;

2.1.6 an outline of dependencies and interoperability of subject areas;

2.1.7 the Authority resources required to enact the Outline Exit Plan, (e.g., by types, skills, numbers and timeframes); and

2.1.8 details of relevant review processes.

**3. SERVICE AND STAFF ITEMS**

3.1 In relation to the transition of the Services to the Successor Contractor as directed by the Authority, the Contractor shall detail, as reasonable:

3.1.1 how and when each of the Services will transfer with minimal disruption and how each Service will be provided throughout the transfer in a secure environment, disaster recovery arrangements and arrangements to ensure a seamless transfer of Services to the Successor Contractor, including those with external interfaces;

3.1.2 transfer of the technical infrastructure;

3.1.3 operational environments;

3.1.4 Asset tracking and recording methods;

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- 3.1.5 what infrastructure Assets will transfer including application software;
  - 3.1.6 when and how these Assets transfer;
  - 3.1.7 what specific security tasks are necessary at Termination;
  - 3.1.8 migration of data; and
  - 3.1.9 staff transfer.
- 3.2 Without prejudice to the Contractor's obligations in Schedule M (**HR and TUPE**), the Contractor shall provide details of the TUPE consultation and notification processes and a plan defining the key steps within a TUPE transfer.
- 3.3 In respect of Assets, the Contractor shall provide, details of:
- 3.3.1 original purchase price and date of purchase;
  - 3.3.2 the level of depreciation to date;
  - 3.3.3 any leasing or other finance arrangements in place;
  - 3.3.4 the existing status of ownership of legal title;
  - 3.3.5 whether the Assets are used solely in the performance of the Services;
  - 3.3.6 IT equipment and software transfer;
  - 3.3.7 non-IT equipment transfer;
  - 3.3.8 transfer/novation and expiry of software licences;
  - 3.3.9 escrow arrangements;
  - 3.3.10 apportionment and reconciliation of fees paid for any licences; and
  - 3.3.11 any other relevant information.
- 3.4 The Contractor shall effect Intellectual Property Rights transfers by carrying out the following:
- 3.4.1 identification of each Parties' Intellectual Property Rights; and
  - 3.4.2 processes and responsibilities for transfer of licences to use and ownership of Intellectual Property Rights.
- 3.5 In relation to the Contractor Premises, the Contractor shall provide a definition of the processes required to transfer occupation of such premises, including information, relating to:
- 3.5.1 leases;
  - 3.5.2 rates; and
  - 3.5.3 utilities.
- 3.6 For Third Party Contracts, the Contractor shall provide:

- 3.6.1 contract identification;
  - 3.6.2 notifications of intent to assign/novate; and
  - 3.6.3 transfer request.
- 3.7 For communications, the Contractor shall provide reasonable support to the Authority in preparing and disseminating communications material for key stakeholders and external customers.