

Exit Management Plan

Central Library Enterprise Centre in partnership with inRegus

1. Introduction

1.1 The principle aim of exit management is to facilitate a smooth transition of services upon termination of contract whether by mutual agreement or whereby either Party gives notice.

1.2 The exit plan will contain specific detail related to the context of the exit itself. This plan outlines the key principles upon which agreement will be sort at the time of termination.

1.3 Within three months of notice being given or prior to the end of the contract (whichever is the sooner) the two Parties shall meet to agree specific details of the plan, based on the Principles outlined below.

1.4 The Council shall sponsor the plan and the Operator shall manage it. The Operator shall bear the costs of removing the business from the premises.

Principles of the Plan

2. Communication

- 2.1 All public messages about the termination of contract should be agreed as part of the exit management plan.
- 2.2 Public and other key stakeholders will be given at least six calendar weeks notice.
- 2.3 Commercial confidentialities will be respected and ethical behaviour of personnel expected throughout the process.
- 2.4 All necessary mail and other lines of communication such as telephones shall be redirected appropriately so as to mitigate the risk of continuous traffic to the site.
- 2.5 Assistance and cooperation will be expected from both Parties to ensure the smooth design, implementation and completion of the exit management plan.
- 2.6 The Operator shall provide any training for any items or systems that might be handed over as part of the agreed exit management plan e.g. a coffee machine.
- 2.7 It shall be the sole responsibility of the Operator to cancel all future bookings which cannot be honoured as a result of cessation of the service.

3. Systems

- 3.1 The Operator shall remove or make inoperable all IT systems pertaining solely to their business on or by the day of termination, with

- the exception of any post-withdrawal online communications agreed under 2.1.
- 3.2 Any works carried out to this effect must not adversely affect any other systems operating within the building, including but not exclusively, LAN, WAN, utilities, alarms or telecommunications.
 - 3.3 Any local access to systems such as staff codes and building access shall be revoked for personnel on or prior to the date of termination, as appropriate; except where access for removals is essential – see 5.6
 - 3.4 Any access to shared software packages shall be revoked – either to the Operator's systems or the Council's – by mutual effect (e.g. possible shared booking system for venue hire?)
 - 3.5 All third party licenses and agreements will be updated to reflect the change to service as appropriate.

4. Intellectual Property and Data

- 4.1 Any shared IPR pertaining directly to the Cambridge Library Enterprise Centre shall be returned to its owner (either Party) unless by mutual agreement e.g. branding.
- 4.2 Reports that have been produced and shared throughout the course of the Agreement shall remain with the Party in receipt of them i.e. it is not expected that reports and documents produced during the course of the contract would be returned.
- 4.3 Contacts of venue hirers must be disclosed and remain with the Council upon withdrawal in case there is a future query with the premises.
- 4.4 All management information and statistical data produced and shared with the Council shall remain with the Council and could be used in further research, reports and developments as it sees fit. Normal copyright would apply.
- 4.5 Should the Parties agree to the continuation of all or part of the service after the Operator has withdrawn, whether delivered by the Council or by another service provider, the Operator shall provide the Council with full details of all relevant equipment rental agreements, equipment lease agreements, maintenance agreements, support agreements and warranties, together with details of the relevant lessors and service providers, the charges and payment terms, expiry dates and early termination provisions
- 4.6 Should the Parties agree to the continuation of all or part of the service, whether delivered by the Council or by another service provider, the Operator shall provide the Council with all data necessary to enable it to continue to meet the obligations of existing bookings

5. Physical Assets

- 5.1 The Parties will agree an inventory of hardware, furnishings and fittings, items and property that identifies ownership in preparation for the exit plan. The inventory will be agreed by the Parties at initial fit-out, and reviewed annually.

- 5.2 Original fixtures and fittings at the commencement of contract shall remain, and be the property of the Council, except where it has been otherwise agreed.
- 5.3 Unless otherwise agreed, any fixtures and fittings supplied as part of the fit-out which, if removed, would render the area unserviceable (for example floor coverings, light fittings) shall remain upon termination, whomsoever is deemed to have paid for them.
- 5.4 The area should be left in a reasonable condition – where fittings are removed, the wall or floor should be ‘made good’ to a reasonable standard i.e. the area can not be left where there is evidence of furnishing roughly or inappropriately removed.
- 5.5 The Operator shall remove from the site and dispose of at its own expense all hardware, loose furniture, pods and specialist equipment such as the coffee machine that has been provided directly as part of the service specific to the Operator, unless otherwise agreed by mutual agreement.
- 5.6 The Operator shall complete all removal works no later than 14 calendar days after the termination of the contract.
- 5.7 The Council has the right to re-use or re-purpose any physical asset that remains at the termination and withdrawal from this Agreement.

6. TUPE

- 6.1 Depending on the circumstances of termination, the Parties acknowledge that TUPE may apply and, the Operator shall provide the Council with details of employees who by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (“TUPE”) would or might transfer on expiry or termination of this Agreement. and all other information relating to such employees as is required to be provided by those Regulations. On or prior to the date of effective termination, the Operator shall deliver to the Council as directed contracts of employment of such employees who are transferring to the Council or a New Contractor by virtue of TUPE.
- 6.2 Neither the provision by the Operator of the information specified in 6.1 nor its receipt by the Council necessarily implies any agreement about employment liabilities, which will be determined with reference to the Agreement and to the TUPE regulations.

7. Costs

- 7.1 Costs will be applied in accordance with licenses pertaining to this Agreement.
- 7.2 The Operator shall be responsible for the removal of its property and for its safe passage off-site.
- 7.3 The Council shall be responsible for re-fitting the area upon termination and departure of the Operator and its business, except as provided for by 5.3 and 5.4 above.

8. Due Diligence

- 8.1 A close down report should contain lessons learnt review and identify any outstanding actions for post-exit.
- 8.2 The plan should include business continuity and disaster recovery arrangements.
- 8.3 Governance and management should be established at the outset of the exit plan.

9. Liabilities

- 9.1 The Operator shall implement a data retention plan adequate for responding to future claims, including but not limited to claims relating to public liability, employer's liability and liability for non-performance of contract
- 9.2 The Operator shall keep the Council fully informed about the ownership of such liabilities, and shall provide contact details to be used by any third party who may approach the Council in the future with reference to a claim