

Part 3

1. EXIT PLAN

Introduction

- 1.1 The Exit Plan shall consist of a list of processes to manage the exit of the Contractor from performing the Services. It shall be updated during the life of this Agreement by agreement between the Parties and include any changes to this Agreement made under Schedule 8 (Change Schedule). The provisions shall be applicable in whatever circumstances termination arises.

Exit Plan - Commencement

- 1.2 The Exit Plan will become effective as soon as notice of termination is issued by one party to the other or twelve (12) months prior to the expiry of this Agreement, whichever occurs first.
- 1.3 The Parties will, within ten (10) Business Days from the Exit Plan becoming effective, jointly establish an exit group comprising staff of both Parties to manage disengagement of the Services and this Agreement and to implement the provisions of the Exit Plan ("Exit Group"). Each Party will make available sufficient resources to meet the requirements of the Exit Group. The Exit Group will manage all the activities needed for the transfer of the Services from the Contractor to the PCT or any New Contractor so that the transition is carried out as seamlessly as possible.

The Contractor's Charges and KPIs

- 1.4 The Contractor will not make any charges and the PCT is not obliged to pay any costs incurred by the Contractor in implementing the Exit Plan. The PCT will continue to pay Charges for Services provided during the Exit Period. The Contractor shall continue to meet the KPIs during the Exit Period.
- 1.5 The Contractor shall ensure that the Exit Plan includes reasonable steps to mitigate any costs which the PCT may incur as a result of the expiry or early termination of this Agreement or any part.

The Contractor's Responsibilities

- 1.6 Many of the Contractor's responsibilities are set out in Clause 61 of this Agreement. A timetable for these events shall be set out in the Exit Plan.
- 1.7 The Contractor shall carry out the tasks and activities below which will be more fully set out in the Exit Plan:
- (a) Staff - continue to meet all its staff related obligations set out in the Agreement and comply particularly with Clauses 61.2(f), 61.4, 61.7(d) and 63 of this Agreement in respect of Transferring Employees;
 - (b) Documentation and Records - provide the PCT or any New Contractor with all records, service delivery reports and service documentation. Delivery of all records and other documentation set out in Clauses 61.2(e), 61.4, 61.5 and 61.7 of this Agreement will be in accordance with the dates specified in the Exit Plan including:
 - (i) all files and any other materials or documents held by the Contractor or Contractor Parties related to this Agreement, the Services or the IM&T Services;
 - (ii) data records held by the Contractor on any systems used for administration (or Patient care) in a recognised industry standard computer format to be agreed with the PCT; and

- (iii) any written procedures/process maps which relate to the Agreement, the Services or the IM&T Services;
- (c) **Management Procedures** - work in accordance with the management process, controls and project style defined in the current version of the Exit Plan;
- (d) **Delivery of Assets** – deliver up any assets which are being transferred to the PCT or a New Contractor in accordance with the dates in the Exit Plan;
- (e) **Novation or Assignment** - upon the Exit Plan being invoked, consult with the PCT to ascertain which (if any) contracts, leases, licences and other agreements the PCT wishes to have novated or assigned to it or a New Contractor. The Contractor shall at the PCT's request, novate or assign to the PCT or a New Contractor all equipment contracts, leases, licences and other agreements which the PCT requests shall be assigned or novated in accordance with Clauses 61.2(h) and 61.7(c);
- (f) **IM&T** – consult with the PCT as to the arrangements for any transfer of the IM&T Services as required by the PCT;
- (g) **Return of the PCT's Property and Confidential Information** – return the PCT's Confidential Information and other PCT property in accordance with Clause 61 of this Agreement and the dates set out in the Exit Plan;
- (i) **Not Used.**
- (j) **Observation of Services** - permit the PCT or at its request, any New Contractor, to have access to the Contractor Staff to observe the operational delivery of the Services during the Exit Period, and to help enable the Contractor to fulfil its obligations to transfer knowledge of the Services to the PCT or any New Contractor; and
- (k) **Avoidance of Unnecessary Costs** - take all reasonable steps to co-operate with the PCT and any New Contractor to prevent avoidable costs from being incurred by the PCT or any New Contractor as a result of the Contractor's acts or omissions in respect of the Exit Plan.