**DYNAMIC FRAMEWORK**

1. SCHEDULE 8.5
2. Exit Management

|  |  |  |
| --- | --- | --- |
| **VERSION** | **DATE** | **COMMENT** |
| 1.0 | 10 June 2020 | Initial Release |
|  |  |  |
|  |  |  |

1. SCHEDULE 8.5
2. Exit Management
3. DEFINITIONS

In this Schedule 8.5 (Exit Management) and its Annexes, the definitions set out in Schedule 1 (Definitions) shall apply.

1. OBLIGATIONS DURING THE CALL-OFF TERM TO FACILITATE EXIT
	1. In respect of each Call-Off Contract, during the Call-Off Term, the Supplier shall:
		1. create and maintain a register of all:
			1. Assets, detailing their:
				1. make, model and asset number;
				2. ownership and status as either Exclusive Assets or Non-Exclusive Assets;
				3. Net Book Value;
				4. condition and physical location; and
				5. use (including technical specifications);
			2. Sub-contracts and other relevant agreements (including relevant software licences and sub-licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
			3. Property detailing:
				1. address and postcode;
				2. nature of the occupation (for example whether it is the whole building, shared occupancy, single room use) and what part of the Services it is used for;
				3. statutory compliance in the form of an annual self-certification of meeting health & safety regulations;
				4. all operational procedures relating to the building where such occupancy is together with the associated Property Manual (where applicable);
				5. annual lifecycle maintenance spend across all Property that is either held on a freehold or leasehold basis and which shall be based on condition surveys;
				6. the type and nature of the legal interest held i.e. freehold, leasehold or licence and by which entity;
				7. length of term of lease or licence and lease event dates or notice periods; and
				8. full time equivalents (FTEs) of stand-alone & shared Customer space,
		2. in respect of a Call-Off Contract that is indicated as Tier One for Schedule 8.5 (Exit Management) within the Tiering Matrix, create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
		3. agree the format of the Registers and the Exit Information with the Customer as part of the process of agreeing the Exit Plan; and
		4. at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.
	2. The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under the Call-Off Contract.
	3. Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) months of the Call-Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of the Call-Off Contract and all matters connected with this Schedule and each Party's compliance with it.
2. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES
	1. On reasonable notice at any point during the Call-Off Term, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
		1. details of the Service(s);
		2. a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
		3. an inventory of Customer Data in the Supplier's possession or control;
		4. details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
		5. a list of on-going and/or threatened disputes in relation to the provision of the Services;
		6. to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under the Call-Off Contract;
		7. such material and information as described in Annex 2 "Customer Exit Information requirements" as required by the notice; and
		8. such other material and information as the Customer shall reasonably require,

(together, the "**Exit Information**").

* 1. The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).
	2. The Supplier shall:
		1. notify the Customer within five (5) Working Days of any material change to the Exit Information or the Registers which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Customer regarding such proposed material changes; and
		2. provide complete updates of the Exit Information and the Registers on an as-requested basis as soon as reasonably practicable and in any event within fifteen (15) Working Days of a request in writing from the Customer.
	3. To the extent the Customer requests more than:
		1. for a Call-Off Contract which is indicated as Tier One for Schedule 8.5 (Exit Management) within the Tiering Matrix, four (4) updates in any six (6) month period;
		2. for a Call-Off Contract which is indicated as Tier Two for Schedule 8.5 (Exit Management) within the Tiering Matrix, three (3) updates in any six (6) month period; and
		3. for a Call-Off Contract which is indicated as Tier Three for Schedule 8.5 (Exit Management) within the Tiering Matrix, two (2) updates in any six (6) month period;

any such requests shall be agreed by the Parties as a Contract Change in accordance with the Change Control Procedure.

* 1. The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
		1. prepare an informed offer for those Services; and
		2. not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
1. EXIT PLAN
	1. The Supplier shall, within three (3) months after the Call-Off Commencement Date, deliver to the Customer an Exit Plan which is a plan for meeting its exit obligations:
		1. sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Customer and/or its Replacement Supplier(s) on Partial Termination, expiry or termination of the Call-Off Contract (howsoever caused);
		2. complies with the requirements set out in Paragraph 4.3; and
		3. is otherwise reasonably satisfactory to the Customer.
	2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	3. The Exit Plan shall set out, as a minimum:
		1. how the Exit Information is obtained;
		2. separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Customer shall require to enable the Customer or its Sub-contractors to provide the Services;
		3. a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under the Call-Off Contract;
		4. the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
		5. the management structure to be employed during the Termination Assistance Period;
		6. a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
		7. how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
		8. the scope of the Termination Services that may be required for the benefit of the Customer (including such of the services set out in Annex 1 as are applicable);
		9. a timetable and critical issues for providing the Termination Services;
		10. where applicable in accordance with Paragraph 8 below, the Charges for the provision of the Termination Services to be calculated in accordance with Paragraph 8;
		11. how the Termination Services would be provided (if required) during the Termination Assistance Period;
		12. procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to the Relevant Staff Transfer Schedule;
		13. how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
		14. processes to fulfil requests for information requested by the Customer not contained within the Exit Information or the Registers.
	4. The Parties acknowledge that the migration of the Services from the Supplier to the Customer and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
	5. The Supplier shall review and (if appropriate) update the Exit Plan (including the Registers) on a basis consistent with the principles set out in this Schedule 8.5 (Exit Management) in the first month of each Call-Off Contract Year (commencing with the second Call-Off Contract Year) and if requested by the Customer following the occurrence of a Financial Distress Event, within fourteen (14) days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Customer for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**Finalisation of the Exit Plan**

* 1. At the date specified in the Termination Notice submitted by either Party or six (6) months prior to the expiry of the Call-Off Term, the Supplier will submit for the Customer's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
	2. The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Customer then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).
1. Termination Services

**Notification of Requirements for Termination Services**

* 1. The Customer shall be entitled to require the provision of Termination Services at any time during the Call-Off Term by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the date of Partial Termination, termination or expiry of the Call-Off Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
		1. the date from which Termination Services are required;
		2. the nature of the Termination Services required; and
		3. the period during which it is anticipated that Termination Services will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the terminated Services (the "**Termination Assistance Period**").
	2. The Customer shall have:
		1. an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the terminated Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
		2. the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

**Termination Assistance Period**

* 1. Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
		1. continue to provide the Operational Services (as applicable) and, if required by the Customer pursuant to Paragraph 5.1, provide the Termination Services;
		2. in addition to providing the Operational Services and the Termination Services, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the Partial Termination, termination or expiry of the Call-Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier;
		3. use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Customer;
		4. provide the Operational Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 5.5; and
		5. at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
	2. Without prejudice to the Supplier's obligations under Paragraph 5.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.
	3. If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Operational Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet the one (1) or more of the Call-Off Contract Performance Indicators, the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Retained Amount to take account of such adverse effect.

**Termination Obligations**

* 1. The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination, termination or expiry.
	2. At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Operational Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
		1. cease to use the Customer Data;
		2. provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer) twenty (20) Working Days prior to the end of the Termination Assistance Period and again at the end of the Termination Assistance Period;
		3. erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
		4. return to the Customer such of the following as is in the Supplier's possession or control:
			1. all materials created by the Supplier under the Call-Off Contract in which the IPRs are owned by the Customer;
			2. any parts of the IT Environment and any other equipment which belongs to the Customer;
			3. any items that have been on-charged to the Customer, such as consumables; and
			4. transferring all training materials and providing appropriate training to those Customer and/or Replacement Supplier personnel responsible for internal training in connection with the provision of the Services to enable a prompt and effective knowledge transfer;
		5. provide details of and access to all Project Specific IPR, Project Specific Software, any Dependent Supplier Background IPRs and Software, and the IPRs and Software Materials which embody them;
		6. vacate any Customer Premises unless access is required to continue to deliver the Services;
		7. provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after the Partial Termination, expiry or termination of the Call-Off Contract to:
			1. such information relating to the Services as remains in the possession or control of the Supplier; and
			2. such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.7(g)(ii).
	3. Upon Partial Termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Operational Services or Termination Services or for statutory compliance purposes.
	4. Except where the Call-Off Contract provides otherwise, all licences, sub-licences, leases and authorisations granted by the Customer to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.
1. ASSETS, SUB-CONTRACTS AND SOFTWARE
	1. Following notice of termination or Partial Termination of the Call-Off Contract and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Customer's prior written consent:
		1. terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or any Charges;
		2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
		3. terminate, enter into or vary any licence or sub-licence for software in connection with the Services.
	2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3(e), the Customer shall provide written notice to the Supplier setting out:
		1. which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");
		2. which, if any, of:
			* 1. the Exclusive Assets that are not Transferable Assets; and
				2. the Non-Exclusive Assets,

the Customer and/or the Replacement Supplier requires the continued use of; and

* + 1. which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Services or Replacement Services.

* 1. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:
		1. a Termination Payment is payable by the Customer to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
		2. the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of the Call-Off Contract, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid for via the Charges.
	2. Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.
	3. Where the Supplier is notified in accordance with Paragraph 6.2(b) that the Customer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
		1. procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms), or failing which;
		2. procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
	4. The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
	5. The Customer shall:
		1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
	6. The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been affected.
	7. The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to Paragraph 6.6 both:
		1. in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
		2. in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clause 18 (Intellectual Property Rights) and/or Clause 19 (Licences Granted by the Supplier).
1. SUPPLIER PERSONNEL
	1. The Customer and Supplier agree and acknowledge that in the event of the Supplier or Sub-contractor ceasing to provide the Services or part of them for any reason, the Relevant Staff Transfer Schedule shall apply.
	2. The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or the Replacement Supplier.
	3. During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
	4. The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
	5. The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.
2. CHARGES
	1. There shall be no additional Charges payable in respect of the Termination Services unless and to the extent that the Call-Off Order Form states Charges are payable for Termination Services in which case the Supplier shall set out such sums in the Exit Plan in accordance with Paragraph 3.3(j) above and such Charges shall:
		1. be based on the principles set out in Schedule 7.1 (Charges and Invoicing);
		2. facilitate the Financial Transparency Objectives;
		3. include estimated volumes of each type of resource to be employed in accordance with the calculations set out in the Financial Model; and
		4. include full disclosure of any assumptions underlying such Charges.
	2. The Supplier shall not be entitled to recover any costs or expenses for the provision of the Termination Services that exceed the estimate set out in the Exit Plan.
	3. Where the Customer requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 5.2, the same rate as set out in the Exit Plan (if any)shall be payable.
	4. Except as otherwise expressly specified in the Call-Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.
3. APPORTIONMENTS
	1. All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
		1. the amounts shall be annualised and divided by 365 to reach a daily rate;
		2. the Customer shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
		3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
	2. Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 9.1 as soon as reasonably practicable.
4. ANNEX 1
5. SCOPE OF THE TERMINATION SERVICES
6. The Termination Services to be provided by the Supplier shall include such of the following services as the Customer may specify:
	1. notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
	2. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Customer and/or the Replacement Supplier after the end of the Termination Assistance Period;
	3. providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
	4. providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
	5. providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
	6. providing assistance and expertise as necessary to support the Customer and/or the Replacement Supplier to develop the migration plan for business operations and Customer Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Customer Data;
	7. provide all necessary support, equipment, tools, and Software such as data migration services and/or automated programming interfaces, in order to enable and support the execution of the migration plan by the Customer and/or Replacement Supplier;
	8. making available to the Customer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Customer (acting reasonably) at the time of termination or expiry;
	9. agreeing with the Customer a handover plan for all of the Supplier's responsibilities as set out in the Information Security Management Plan (as may be applicable);
	10. assisting in the execution of a parallel operation until the effective date of expiry or termination of the Call-Off Contract;
	11. providing an information pack listing and describing the Services for use by the Customer in the procurement of the Replacement Services;
	12. answering all reasonable questions from the Customer and/or the Replacement Supplier regarding the Services;
	13. agreeing with the Customer and/or the Replacement Supplier a plan for the migration of the Customer Data to the Customer and/or the Replacement Supplier, such plan shall as a minimum include the ability (with sufficient timescales) for the Customer to analyse and test the activities and functions required to migrate such Customer Data prior to actual migration;
	14. providing access to the Customer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Services to the Customer and/or the Replacement Supplier:
		1. to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material;
		2. following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
		3. knowledge transfer services, including:
			1. transferring all training material and providing appropriate training to those Customer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
			2. providing for transfer to the Customer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
			3. providing the Customer and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors;
		4. service records of Assets that are to be transferred; and
		5. details of all staff training undertaken that would be required for their role.
	15. The Supplier shall:
		1. provide a documented plan relating to the training matters referred to in Paragraph 1.8 of Annex 1 of this Schedule 8.5 (Exit Management) for agreement by the Customer at the time of termination or expiry of the Call-Off Contract;
		2. co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.9, providing skills and expertise of a suitable standard; and
		3. fully co-operate in the execution of the Customer database migration plan agreed pursuant to Paragraph 1.13, providing skills and expertise of a reasonably acceptable standard.
	16. To facilitate the transfer of knowledge from the Supplier to the Customer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other procedures to the operations personnel of the Customer and/or the Replacement Supplier.
	17. Without prejudice to the information which the Supplier shall provide to the Customer and/or the Replacement Supplier pursuant to Paragraph 1.13 of Annex 1 of this Schedule 8.5 (Exit Management) shall include:
		1. copies of up-to-date procedures and operations manuals;
		2. product information;
		3. agreements with third party suppliers of goods and services which are to be transferred to the Customer and/or the Replacement Supplier;
		4. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Customer pursuant to this Schedule;
		5. information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
		6. details of physical and logical security processes and tools which will be available to the Customer; and
		7. any relevant interface information.
	18. During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Customer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
		1. any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.18 shall:
			1. sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
			2. during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Customer deems reasonable; and
		2. the Customer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.
7. ANNEX 2
8. Customer EXIT INFORMATION REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **Information required** | **When required** | **Updates required** |
| Financial Model | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Organogram  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Job descriptions as part of an organogram | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| List of vacancies or target FTE | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period  | When changes are made during the Termination Assistance Period and updated at the end of the Termination Assistance Period  |
| Collective agreements | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Work in progress Which shall be a record of all work that is in progress at the start of the Termination Assistance Period in sufficient detail to facilitate the orderly resumption of replacement services by the Replacement Supplier  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Current Employment Tribunals and other litigation cases | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Inventory of Customer Data | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Details in relation to any relevant local partnerships and co-commissioned services  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. |  |
| Any information required by the Customer in relation to a configuration database technology (for Call-Off Contracts indicated as Tier One for Schedule 8.5 (Exit Management) within the Tiering Matrix) and digital environment and system  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | Monthly or otherwise when changes are made during the Termination Assistance Period |
| Asset summary data  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Estate strategy Confirm intentions (for example whether a hold, exit or invest decision shall be made) to the Customer regarding exiting any premises1. Provide an excel workbook setting out:
	1. Property address;
	2. Postcode;
	3. Tenure;
	4. Property strategy (hold, exit or invest);
	5. Short narrative
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| 1. Outline premises and confirmation of what each are being utilised
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Relevant lease event dates for each asset where there is a renewal or exit and confirmation of expiry or termination date. | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | Do not expect any changes to be made in relation to these. However, confirmation of any changes if they are made. |
| 1. Proposed process of handover of building where Customer / Supplier premises are being utilised as part of the service delivery. This should include Information on all subcontracts and co-commissioned services:
	1. Details of local supply chain arrangements;
	2. List of contracts;
	3. Building drawings;
	4. Building lease;
	5. Exit and handover protocols;
	6. Building/M&E warranties
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | Do not expect any changes to be made in relation to these. However, confirmation of any changes if they are made. |
| 1. Details of landlords where relevant including:
	1. Full address;
	2. Post code;
	3. Contact email;
	4. Contact No
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| 1. Details of annual cost of asset per annum including:
	1. Rent;
	2. Rates;
	3. Service charge, hard and soft FM costs;
	4. Insurance costs;
	5. Utilities;
	6. Routine maintenance costs
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| 1. Health and safety compliance. Supplier should self-certify they meet obligations set out under Health and Safety regulations.
	1. On expiry of contract provide:
	2. Risk register or issues log;
	3. Fire risk assessment;
	4. Asbestos register;
	5. Twelve (12) months results of Legionella tests (where appropriate);
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| 1. All legal documentation of each property legal documents of each asset such as:
	1. Interest name;
	2. Lease or license or side agreement documentation;
	3. Deed of variation;
	4. License to carry out alterations etc.;
	5. Lease or license floor plans;
	6. Full address;
	7. Post code;
	8. Contact email;
	9. Contact No
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| Estate handover in the form of a project plan which shall set out key milestones for data collection, mobilisation and handover of estate  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| Handover procedure and strategy to be deployed by the Supplier to ensure an orderly transition of the properties including building manuals where applicable  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| 1. Schedule of condition/condition surveys of estate to include one (1) or more of the following:
	1. Planned maintenance schedules or lifecycle maintenance plan;
	2. Dilapidations sign off
 | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period and on expiry of the relevant contract |
| Numbers of full time equivalent staff that are accommodated  | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| No of desks held in each demised area | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Waste strategy - approach to managing waste such as office waste collection such as landfill and paper | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Energy strategy - approach to reducing carbon footprint or reducing energy costs etc. | On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period. | When changes are made during the Termination Assistance Period |
| Information required under Part E of the Relevant Staff Transfer Schedule  | In accordance with Part E of the Relevant Staff Transfer Schedule  | In accordance with Part E of the Relevant Staff Transfer Schedule  |