

CONTRACT REFERENCE NUMBER: 17/01/54

SERVICES CONTRACT

-between-

**(1) THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR SCOTLAND
(THE "AUTHORITY")**



-and-

(2) CACI LIMITED (THE "SERVICE PROVIDER")



-relating to the supply of-

SERVICES FOR

THE PROVISION OF AN ONLINE COLLECTION INSTRUMENT FOR SCOTLAND'S CENSUS 2021



SCHEDULE 10

EXIT MANAGEMENT

This and the eleven (11) following pages comprise Schedule 10 referred to in the foregoing Services Contract between the Registrar General of Births Deaths and Marriages for Scotland and CACI Limited

1. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

1.1 During the Term, the Service Provider shall:

(a) create and maintain: (i) a register of all Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services; and (ii) a configuration database detailing the technical infrastructure and operating procedures through which the Service Provider provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Service Provider to understand how the Service Provider provides the Services and to enable the smooth transition of the Services with the minimum of disruption, (together the "**Registers**");

(c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

(d) at all times keep the Registers up to date, in particular in the event that Sub-contracts or other relevant agreements are added to or removed from the Services.

1.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule 10 (*Exit Management*) and provide written notification of such appointment to the other Party within three (3) months of the Commencement Date. The Service Provider's Exit Manager shall be responsible for ensuring that the Service Provider and the Service Provider Representatives comply with this Schedule 10 (*Exit Management*). The Service Provider shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Service Provider as are reasonably necessary to enable the Service Provider to comply with the requirements set out in this Schedule 10 (*Exit Management*). The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Contract and all matters connected with this Schedule 10 (*Exit Management*) and each Party's compliance with it.

2 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

2.1 On reasonable notice at any point during the Term, the Service Provider shall provide to the Authority and/or its potential Replacement Service Providers (subject to the potential Replacement Service Providers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Service Providers undertaking due diligence:

(a) details of the Service(s);

(b) a copy of the Registers, updated by the Service Provider up to the date of delivery of such Registers;

(c) an inventory of Data in the Service Provider's possession or control;

(d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignation and novation;

(e) a list of on-going and/or threatened disputes in relation to the provision of the Services;

(f) to the extent permitted by applicable Law, all information relating to Outgoing Employees required to be provided by the Service Provider under this Contract; and

(g) such other material and information as the Authority shall reasonably require,

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

2.2 The Service Provider acknowledges that the Authority may disclose the Service Provider's Confidential Information to an actual or prospective Replacement Service Provider or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 2.2 disclose any Service Provider's Confidential Information which is information relating to the Service Provider's or its Sub-contractors' prices or costs).

2.3 The Service Provider shall:

(a) notify the Authority within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

(b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority.

2.4 The Service Provider may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates in any 6 month period.

2.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Service Provider shall be such as would be reasonably necessary to enable a third party to:

(a) prepare an informed offer for those Services; and

(b) not be disadvantaged in any subsequent procurement process compared to the Service Provider (if the Service Provider is invited to participate).

3 EXIT PLAN

3.1 The Service Provider shall, within 3 months after the Commencement Date, deliver to the Authority an Exit Plan which:

(a) sets out the Service Provider's proposed methodology for achieving an orderly transition of the Services (the "**Transferring Services**") from the Service Provider to the Authority and/or its Replacement Service Provider on the expiry or termination of this Contract;

(b) complies with the requirements set out in paragraph 3.2; and

(c) is otherwise reasonably satisfactory to the Authority.

3.2 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 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the procedure set out in clause 63 (*Dispute Resolution*).

3.3 The Exit Plan shall set out, as a minimum:

(a) how the Exit Information is obtained;

(b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Service Provider 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 Service Provider of all such reasonable assistance as the Authority shall require to enable the Authority or its Sub-contractors to provide the Services;

- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) the management structure to be employed during the Termination Assistance Period;
- (e) 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;
- (f) how the Services will transfer to the Replacement Service Provider and/or the Authority, including details of the activities (and areas of responsibility), processes, documentation, data transfer, systems migration, security (where applicable);
- (g) the scope of the Exit Management Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
- (h) a timetable and critical issues for providing the Exit Management Services;
- (i) any Exit Management Service Charges that would be payable for the provision of the Exit Management Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change and in accordance with paragraph 8 of Schedule 3 (*Pricing and Financial*), together with a total estimate of such charges;
- (j) how the Exit Management Services would be provided (if required) during the Termination Assistance Period;
- (k) procedures to deal with requests made by the Authority and/or a Replacement Service Provider for Staffing Information pursuant to clause 35 (*Staff transfer on expiry or termination*);
- (l) how each of the issues set out in this Schedule 10 (*Exit Management*) will be addressed to facilitate the transition of the Services from the Service Provider to the Replacement Service Provider and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period (this will include the maintenance of a 'business as usual' environment for the Authority during the Termination Assistance Period); and
- (m) the procedure that would be put in place for the Service Provider to provide Data, exported in a meaningful format, including staged reports, to be made available a Replacement Service Provider for testing purposes prior to the expiry or termination of this Contract.

3.4 The Parties acknowledge that the migration of the Services from the Service Provider to the Authority and/or its Replacement Service Provider may be phased, such that certain of the Services are handed over before others.

3.5 The Service Provider shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule 10 (*Exit Management*) in the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Service Provider shall submit the revised Exit Plan to the Authority for review. Within 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 20 Working Day period, such dispute shall be resolved in accordance with the procedure set out in clause 63 (*Dispute Resolution*).

Finalisation of the Exit Plan

3.6 Within 20 Working Days after service of a Termination Notice or 9 months prior to the expiry of this Contract, the Service Provider will submit for the Authority'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 10 (*Exit Management*) and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

3.7 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 20 Working Days following its delivery to the Authority then such dispute shall be resolved in accordance with the procedure set out in clause 63 (*Dispute Resolution*). Until the agreement of the final form of the Exit Plan, the Service Provider shall provide the Exit Management Services in accordance with the principles set out in this Schedule 10 (*Exit Management*) and the last approved version of the Exit Plan (insofar as relevant).

4 EXIT MANAGEMENT SERVICES

Notification of Requirements for Exit Management Services

4.1 The Authority shall be entitled to require the provision of Exit Management Services at any time during the Term by giving written notice to the Service Provider following the service of a Termination Notice, or at the same time as serving a Termination Notice (a "**Termination Assistance Notice**"). The Termination Assistance Notice shall specify:

- (a) the date from which Exit Management Services are required;
- (b) the nature of the Exit Management Services required; and
- (c) the period during which it is anticipated that Exit Management Services will be required, which shall continue no longer than 24 months after the date that the Service Provider ceases to provide the Services.

4.2 The Authority shall have an option to extend the period of assistance beyond the Termination Assistance Period provided that such extension shall not extend for more than 6 months beyond the expiry of the original Termination Assistance Period and provided that it shall notify the Service Provider to such effect no later than 20 Working Days prior to the expiry of the Termination Assistance Period. The Authority shall have the right to terminate its requirement for Exit Management Services by serving not less than 20 Working Days' written notice upon the Service Provider to such effect.

Termination Assistance Period

4.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Service Provider shall:

- (a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to paragraph 4.1, provide the Exit Management Services;
- (b) in addition to providing the Services and the Exit Management Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Service Provider;
- (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 4.3(b) without additional costs to the Authority;

(d) provide the Services and the Exit Management Services at no detriment to the Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 4.5; and

(e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

4.4 Without prejudice to the Service Provider's obligations under paragraph 4.3(c), if it is not possible for the Service Provider to reallocate resources to provide such assistance as is referred to in paragraph 4.3(b) without additional costs to the Authority, any additional costs incurred by the Service Provider in providing such reasonable assistance which is not already in the scope of the Exit Management Services or the Exit Plan shall be subject to the Change Control Procedure and be calculated in accordance with paragraph 8 of Schedule 3 (*Pricing and Financial*).

4.5 If the Service Provider demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Exit Management Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Service Provider's ability to meet one or more particular Service Level(s), the Parties shall by mutual agreement vary the relevant Service Level(s) and/or the applicable Service Credits to take account of such adverse effect. If the Parties are unable to agree the necessary changes the dispute shall be resolved in accordance with the procedure set out in clause 63 (*Dispute Resolution*).

Termination Obligations

4.6 The Service Provider shall comply with all of its obligations contained in the Exit Plan.

4.7 Upon termination or expiry of this Contract or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Service Provider's performance of the Services and the Exit Management Services and its compliance with the other provisions of this Schedule 10 (*Exit Management*), the Service Provider shall:

(a) cease to use the Data;

(b) provide the Authority and/or the Replacement Service Provider with a complete and uncorrupted version of the Data in electronic form (or such other format as reasonably required by the Authority);

(c) erase from any computers, storage devices and storage media that are to be retained by the Service Provider after the end of the Termination Assistance Period all Data and promptly certify to the Authority that it has completed such deletion;

(d) return to the Authority such of the following as is in the Service Provider's possession or control: (i) all copies of the Authority Software if applicable and any other software licensed by the Authority to the Service Provider under this Contract; (ii) all materials created by the Service Provider under this Contract in which the Intellectual Property Rights are owned by the Authority; (iii) any parts of the IT Environment and any other equipment which belongs to the Authority; and (iv) any items that have been on-charged to the Authority, such as consumables;

(e) vacate any Authority Premises;

(f) provide access during normal working hours to the Authority and/or the Replacement Service Provider for up to 6 months after the expiry or termination of this Contract, or if later the end of the Termination Assistance Period to:

(i) such information relating to the Services as remains in the possession or control of the Service Provider; and

(ii) such members of the Service Provider Representatives as have been involved in the design, development and provision of the Services and who are still employed by the Service Provider, provided that the Authority and/or the Replacement Service Provider shall pay the reasonable costs of the Service Provider actually incurred in responding to requests for access under this paragraph 4.7(f)(ii).

4.8 Upon termination or expiry of this Contract or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Service Provider's performance of the Services and the Exit Management Services and its compliance with the other provisions of this Schedule 10 (*Exit Management*), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party 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 Services or Exit Management Services or for statutory compliance purposes.

4.9 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Service Provider in relation to the Services shall be terminated with effect from the expiry or termination of this Contract, or if later the end of the Termination Assistance Period.

5 SUB-CONTRACTS AND SOFTWARE

5.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Service Provider shall not, without the Authority's prior written consent:

- (a) 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 the Charges; or
- (b) terminate, enter into or vary any licence for software in connection with the Services.

5.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Service Provider pursuant to paragraph 4.3(e), the Authority shall provide written notice to the Service Provider setting out which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Service Provider (the "**Transferring Contracts**"), in order for the Authority and/or its Replacement Service Provider to provide the Services from the expiry of the Termination Assistance Period, or the expiry or termination of this Contract (as applicable). Where requested by the Authority and/or its Replacement Service Provider, the Service Provider shall provide all reasonable assistance to the Authority and/or its Replacement Service Provider to enable it to determine which Transferable Contracts the Authority and/or its Replacement Service Provider requires to provide the Services or Replacement Services.

5.3 The Service Provider shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Service Provider of the Transferring Contracts (as requested by the Authority). The Service Provider shall execute such documents and provide such other assistance as the Authority and/or the Replacement Service Provider reasonably requires to effect the novations or assignments.

5.4 The Authority shall:

- (a) accept and/or as applicable procure the acceptance by the Replacement Service Provider of assignments from the Service Provider or join and/or as applicable procure that the Replacement Service Provider join with the Service Provider in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Service Provider, 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 Service Provider does the same.

5.5 The Service Provider shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Service Provider has been effected.

5.6 The Service Provider shall indemnify the Authority (and/or the Replacement Service Provider, 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 Authority (and/or Replacement Service Provider) pursuant to paragraph 5.3 in relation to any matters arising prior to the date of assignation or novation of such Sub-contract.

7 SERVICE PROVIDER PERSONNEL

7.1 The Authority and Service Provider agree and acknowledge that in the event of the Service Provider ceasing to provide the Services or part of them for any reason, clause 35 (Staff transfer on expiry or termination) may apply.

7.2 The Service Provider 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 Authority and/or the Replacement Service Provider.

7.3 During the Termination Assistance Period, the Service Provider shall give the Authority and/or the Replacement Service Provider reasonable access to the Service Provider's personnel to present the case for transferring their employment to the Authority and/or the Replacement Service Provider.

7.4 The Service Provider shall immediately notify the Authority or, at the direction of the Authority, the Replacement Service Provider of any period of notice given by the Service Provider or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

7.5 The Service Provider shall not for a period of 12 months from the date of transfer reemploy or re-engage or entice any employees, Service Providers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Service Provider, except that this paragraph shall not apply where the employee, Service Provider or Sub-contractor applies in response to a public advertisement of a vacancy.

8 CHARGES

8.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Service Provider to provide the Exit Management Services), the Authority shall pay the Exit Management Service Charges to the Service Provider in respect of the Exit Management Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Exit Management Services is changed and this results in a change to the Exit Management Service Charges, the estimate may be varied in accordance with the Change Control Procedure.

8.2 For the purpose of calculating the costs of providing the Exit Management Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Exit Management Services shall be determined in accordance with the Change Control Procedure and in accordance with the principles set out in paragraph 8 of Schedule 3 (*Pricing and Financial*).

8.3 Except as otherwise expressly specified in this Contract, the Service Provider shall not make any Charges for the Services provided by the Service Provider pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Service Provider in relation to its compliance with, this Schedule 10 (*Exit Management*) 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.

9 APPORTIONMENTS

9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Contracts shall be apportioned between the Authority and the Service Provider and/or the Replacement Service Provider and the Service Provider (as applicable) as follows:

- (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
- (b) the Authority shall be responsible for (or shall procure that the Replacement Service Provider 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
- (c) the Service Provider shall be responsible for or entitled to (as the case may be) the rest of the invoice.

9.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Service Provider shall pay) any monies due under paragraph 9.1 as soon as reasonably practicable.

ANNEX 1: SCOPE OF THE EXIT MANAGEMENT SERVICES

1 The Exit Management Services to be provided by the Service Provider shall include such of the following services as the Authority may specify:

- (a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);
- (b) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (c) 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 Authority and/or the Replacement Service Provider after the end of the Termination Assistance Period;
- (d) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Exit Management Services);
- (e) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Exit Management Services ;
- (f) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- (g) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (h) 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 12 months after the Termination Assistance Period;

- (i) 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;
- (j) reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Service Provider;
- (k) making available to the Authority and/or the Replacement Service Provider expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
- (l) assisting in establishing naming conventions for any new production site;
- (m) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (n) agreeing with the Authority a handover plan for all of the Service Provider's responsibilities as set out in the Security Plan;
- (o) delivering copies of the production databases (with content listings) in line with appropriate security practices, to the Authority's and/or the Replacement Service Provider's operations staff (on appropriate media) as reasonably requested by the Authority;
- (p) assisting with the loading, testing and implementation of the production databases;
- (q) assisting in the execution of a parallel operation until the expiry of the Term;
- (r) in respect of the maintenance and support of the Service Provider System, providing historical performance data for the previous 12 months;
- (s) assisting in the execution of a parallel operation of the maintenance and support of the Service Provider System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- (t) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- (u) answering all reasonable questions from the Authority and/or the Replacement Service Provider regarding the Services;
- (v) agreeing with the Authority and/or the Replacement Service Provider a plan for the migration of the Data to the Authority and/or the Replacement Service Provider;
- (w) providing access to the Authority and/or the Replacement Service Provider during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Service Provider:
 - (i) to information and documentation relating to the Replacement Services that is in the possession or control of the Service Provider or its Sub-contractors (and the Service Provider 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; and

(ii) following reasonable notice and during the Service Provider's normal business hours, to members of the Service Provider Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Service Provider or its Sub-contractors; and

(x) knowledge transfer services, including:

(i) transferring all training material and providing appropriate training to those Authority and/or Replacement Service Provider staff responsible for internal training in connection with the provision of the Services;

(ii) providing for transfer to the Authority and/or the Replacement Service Provider of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

(iii) providing the Service Provider and/or the Replacement Service Provider with access to such members of the Service Provider'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 Service Provider or its Sub-contractors.

1.2 The Service Provider shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(k) for agreement by the Authority at the time of termination or expiry of this Contract;

(b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(n), providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Data migration plan agreed pursuant to paragraph 1.1(v), providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Service Provider to the Authority and/or its Replacement Service Provider, the Service Provider shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Service Provider.

1.4 The information which the Service Provider shall provide to the Authority and/or the Replacement Service Provider pursuant to Paragraph 1.1(x) shall include:

(a) copies of up-to-date procedures and operations manuals;

(b) product information;

(c) agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Service Provider;

(d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule 10 (*Exit Management*);

(e) 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;

(f) details of physical and logical security processes and tools which will be available to the Authority;

- (g) any relevant interface information;
- (h) support in dealing with the transfer of single sign on to services that are being maintained after the end of the Contract;
- (j) details of and migration of all domain names and certificates held;
- (k) details of scripts being run on the managed tenancies;
- (l) all documentation relating to the managed tenancies;
- (m) management reporting history; and
- (n) the transfer of any administrative accounts held in any of the managed tenancies.

1.5 During the Termination Assistance Period the Service Provider shall grant any agent or personnel (including employees, consultants and service providers) of the Replacement Service Provider and/or the Authority access, during business hours and upon reasonable prior written notice, to any premises where the Services are being provided for the purpose of effecting a prompt knowledge transfer provided that:

- (a) any such agent or personnel (including employees, consultants and suppliers) having access to any such premises pursuant to this paragraph 1.5 shall:
 - (i) sign a confidentiality undertaking in favour of the Service Provider (in such form as the Service Provider shall reasonably require); and
 - (ii) during each period of access comply with the security, systems and facilities operating procedures of the Service Provider relevant to such premises and that the Authority deems reasonable; and
- (b) the Authority and/or the Replacement Service Provider shall pay the reasonable, proven and proper costs of the Service Provider incurred in facilitating such access.

Signature

Signature