# SCHEDULE 6- EXIT PLAN

1. **General**
	1. The Contractor is required to ensure the orderly transition of the Services from the Contractor to the Authority and/or a Replacement Contractor in the event of termination (including partial termination) or the expiry of this Contract. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the exit plan.
	2. The provision of this schedule shall apply both to the termination or expiry of the Contract as a whole (however arising) and also to each and every partial termination (if any), save as expressly stated otherwise in this schedule.
	3. This schedule provides the best procedure in the case of Contractor’s wishing to exit the contract. However, it is appreciated that in the case of sudden illness or death in single person practices the procedure cannot be followed.

# Exit Plan

* 1. The Contractors’ Senior AVS and the Authority’s Contract Manager will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this schedule and each party’s compliance with it.
	2. The Contractor shall, at least three (3) months before the intended termination, provide the Authority with all information in relation to their intended exit and potential Replacement Contractor. The Authority will draw up an Exit Plan for achieving an orderly transition of Services from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Contract and which complies with the requirements set out in Clause 2.3 below. Within thirty (30) days after the submission of the Exit Plan, the parties will use their respective reasonable endeavours to agree the contents of the Exit Plan.
	3. The Exit Plan will contain, as a minimum:
		1. The responsibilities of the Contractor and the Authority during both transfer and cessation of the Services; and
		2. a detailed description of both the transfer and cessation processes, including timetable and details of how the Contractor will ensure that the Service will be transferred effectively, efficiently and in an orderly manner that will enable the Authority and the Replacement Contractor to continue with the Service from the Transfer Date in a manner and form that is mutually agreed.

# CO-OPERATION AND ASSISTANCE

* 1. Subject to clause 3.6, during the transition, the Contractor shall provide the Authority and/or Replacement Contractor reasonable co-operation in connection with the transfer of responsibility for the Services and so as to assist the Authority to resume the operation of Services.
	2. For the purpose of this paragraph 3, the meaning of the term ‘reasonable co-operation’ shall include:
* liaising with the Authority and/or a Replacement Contractor, and providing reasonable assistance and advice concerning the Services and the transfer of the responsibility for their performance to the Authority or to such Replacement Contractor;
* If required the Contractor will afford access for any Replacement Contractor at reasonable times and on reasonable advance written notice to the Premises where any Services are performed or provided only to the extent relevant and necessary for the purposes of taking over the Services;
	1. During the transition, the Contractor shall provide to the Authority or, if requested by the Authority, any Replacement Contractor:
1. in accordance with clause 58 of the Contract, all information the Contractor has in its possession or control or is able to produce relating to the Services that is reasonably necessary to enable the Authority or a Replacement Contractor to take over the provision of the Services.
2. up to date copies of all Authority Data;
3. any reasonable assistance, expertise and advice requested by the Authority in connection with any proposed or envisaged transfer of Services or to facilitate the transfer of Services to the Authority or a Replacement Contractor; and
4. all reasonable assistance in connection with its preparation of any request for proposal or other similar to some or all of the Services,
	1. For avoidance of doubt the Contractor will, unless otherwise agreed in writing between the parties, continue to provide the Service under this Contract throughout the transition and any extension thereof pursuant to paragraph 3.1, at no detriment to the Service Levels.
	2. The Contractor shall not be held liable or responsible for any damage, loss or defect arising as a direct result of any act or omission by the Authority or any Replacement Contractor appointed by the Authority in the provision of this Service.
	3. The Contractor shall be under no obligation to retain those Staff engaged to provide the Services beyond the transition save where the Authority has requested such assistance pursuant to paragraph 3.4.

# TERMINATION OBLIGATIONS

* 1. The Contractor shall comply with all of its obligations contained within the Exit Plan.
	2. The Contractor will use all reasonable endeavours to ensure that the transfer of Authority Data will not disrupt or inconvenience the Authority.
	3. Upon the Expiry Date or the Termination Date (or earlier if this does not adversely affect the Contractor’s performance of the Services and its compliance with the other provisions of this schedule);
		+ the Contractor will erase from any computers, storage devices and storage media all Authority Data;
		+ the Contractor will deliver to the Authority all materials created by the Contractor under this Contract including the Intellectual Property Rights in which are owned by the Authority;
* each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party’s Confidential Information save to the extent (and for a limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services.