



Title: Supplier Exit and Transition planning

Purpose: IT Contract Management guide for exiting/terminating a supplier.

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The following document is a guide to items which may need to be considered/addressed whilst exiting/terminating a contract.

NB: This not a comprehensive guide for all suppliers as each Contract can have its own exceptional attributes and to cover all eventualities is impossible.

Termination/Exit Plan:

The contractual termination options are:

1. X
2. Y
3. Z

Scope of Services

- To be defined.....

Row No	Activity and Responsibility	Time Scales (Working Days or period from start of implementation of General Exit Plan or other specified event)
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		Notice of termination given for any reason is six months or less	Notice of termination for any reason is more than six months, or in the event of expiry of this Agreement
1.	<p>Appointment of an Exit Manager by Post Office</p> <p>Post Office shall appoint an exit manager responsible for making sure POL meets its obligations under the Agreement in relation to the exit.</p> <p>This manger must ensure all stakeholders are aware of the ongoing transition to a new supplier, this will be achieved by excellent communication.</p>	Seven days after notice is given ("N Date").	Seven days after notice is given ("N Date").
2.	<p>Appointment of an Exit Manager by supplier</p> <p>The supplier shall appoint an exit manager responsible for making sure they meet its obligations under the Agreement in relation to the exit. This shall include but not be limited to:</p> <ul style="list-style-type: none"> • participating in the planning and resourcing of transferring responsibility for the provision of the Goods and Services or equivalent services to the new Supplier; • managing their involvement in the above activities and committing their resources to it, and managing the timescales agreed; and • Organising the supplier's management and control for the activities described below. 	N date plus 30 days	N date plus 30 days

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		Notice of termination given for any reason is six months or less	Notice of termination for any reason is more than six months, or in the event of expiry of this Agreement
	<ul style="list-style-type: none"> Identifying any additional costs that are likely to be incurred Outline any TUPE provisions (where appropriate). 		
3.	SLAs Agree suspension or relaxing of SLA's with outbound supplier (if applicable, use as a negotiation tool to reduce outbound suppliers costs).		
4.	Any chargeable work during the Assistance Period Supplier to outline any contractual obligations for chargeable work during the exit/termination assistance period.	Within 30 days of the date of termination or expiration (as applicable).	Within 30 days of the date of termination or expiration (as applicable).
	Payment of outstanding Service Credits to Post Office The supplier shall pay Post Office all Service Credits, other credits or other amounts due to or for the credit of Post Office under the Agreement (to the extent not already set off against Charges) accrued up to the date of expiration or termination (as applicable) within 30 days of such expiration or termination	Within 30 days of the date of termination or expiration (as applicable).	Within 30 days of the date of termination or expiration (as applicable).

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	Payment of outstanding invoices to the supplier Post Office shall pay the supplier all invoices, other credits or other amounts due to or for the credit of the supplier under the Agreement (to the extent not already set off against Charges) accrued up to the date of expiration or termination (as applicable) within 60 days of such expiration or termination as per Para 3.11.25 of Schedule 1.	Within 60 days of the date of termination or expiration (as applicable).	Within 60 days of the date of termination or expiration (as applicable).
5.	Cessation of Branding use The supplier shall immediately cease to use all Post Office Branding by the contract end date.	At date of termination	At date of termination
6.	Cessation of dealing in Branded Goods The supplier shall not offer any Branded Goods under or by reference to the Post Office Branding or any confusingly similar mark.	At date of termination	At date of termination
7.	Return of Post Office's information The supplier shall return to Post Office (at the supplier's expense) all of Post Office's proprietary information (including all copies in whatever	14 days after the date of termination	14 days after the date of termination

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		Notice of termination given for any reason is six months or less	Notice of termination for any reason is more than six months, or in the event of expiry of this Agreement
	form of any such information). The supplier undertakes not to use any such information for any purpose.		
8.	Return of supplier information Post Office shall return to supplier Group (at Post Office's expense) all of The supplier's proprietary information (including all copies in whatever form of any such information). Post Office undertakes not to use any such information for any purpose.	Within 14 days of the termination date	Within 14 days of the termination date
9.	Cancelling/transfer any IP licence registrations The supplier shall co-operate in cancelling any registration of any Licence of Intellectual Property or any registration of the supplier as a licensee of the Post Office Branding if requested by Post Office to do so or the transfer of IP licences from the outbound supplier to the inbound, including if necessary the transfer of ownership including access to the customer's deployed system.	Within 10 working days of Post Office request or at the latest at date of termination.	Within 10 working days of Post Office request or at the latest at date of termination.

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10.	Dealing with IP sub-licences The supplier shall terminate any sub-licensing agreement with all Permitted Third Parties in relation to the Post Office Branding (unless the Post Office instructs the supplier to novate any such sub-licence).	Within 10 working days of Post Office request or at the latest at date of termination.	Within 10 working days of Post Office request or at the latest at date of termination.
11.	Co-operation and Transitional supply The supplier undertakes to assist and co-operate with the Post Office and to continue to provide the relevant Goods and Services (and shall invoice Post Office for the Charges which shall be paid in accordance with this Agreement) and perform its obligations in each case on the terms set out in the Agreement for up to three months so to ensure an orderly and efficient transition from provision of the relevant Goods and Services by the supplier to the provision of similar services and goods by Post Office or a third party. Subject to market forces The supplier agrees to comply with all reasonable requests concerning the provision of similar services and goods by Post Office or a replacement supplier so as to avoid any interruption in the availability of similar services and	From the date of termination for up to 3 months.	From the date of termination for up to 3 months.

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	goods.		
12.	Third Party Suppliers/Sub-contractors Upon the request of Post Office the supplier agrees to use its reasonable endeavours to transfer Post Office specific contracts/3 rd parties relevant to them only. Agree knowledge transfer and education mechanisms between outbound supplier and inbound supplier		

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13.	Access to staff and or Third Party Suppliers/Sub-Contractors At cost to Post Office, the supplier shall make available to Post Office on reasonable notice appropriate expert staff/sub-contractors that shall provide to Post Office such explanations to Post Office as are reasonably necessary to facilitate Post Office's understanding of the documentation and information.	Within 15 working days of Post Office request.	Within 15 working days of Post Office request.
14	HR - Staffing information Upon Post Office's request, the supplier shall promptly provide Post Office with an up-to-date list of all the supplier Employees and Employees of any sub-contractor who are then employed in the performance of the relevant Services under this Agreement at least 20 per cent of their working time. However, as per the Agreement, upon termination of the Agreement, it is anticipated that the Services will no longer be required by the Post Office. Accordingly, the employees will remain with the supplier. Key Personnel	Within 14 days of "N" Date, thereafter at 3 monthly intervals until termination	Within 14 days of "N Date", thereafter at 3 monthly intervals until termination

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	Identify key personnel that are critical to ensuring a smooth Exit/Termination/Transition either contractually or practically.		
15.	<p>If all or parts of the Services are re-tendered, the supplier agrees and will procure that its sub-contractors agree to provide all reasonable assistance and cooperation as Post Office or any tenderer or any Subsequent Service Provider may require, at cost to Post Office Ltd.</p> <p>Note: it is not anticipated that the Services will be required by Post Office following termination.</p>		
16	<p>Transfer of Confidential Information</p> <p>Insofar as it relates to the disclosing Party, the receiving Party shall:</p> <ul style="list-style-type: none"> (a) return all Confidential Information then in its or its personnel's possession or control, including whole or partial copies thereof in any media, all notes, memoranda and other materials containing Confidential Information, to the disclosing Party; and (b) Deliver written certification to the disclosing Party that all of the Confidential Information which it or its personnel have had in 	Within 30 days of the date of expiry or termination (as applicable)	Within 30 days of the date of expiry or termination (as applicable)

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		Notice of termination given for any reason is six months or less	Notice of termination for any reason is more than six months, or in the event of expiry of this Agreement
	their possession or control and which has not been returned has been securely destroyed.		
17.	Transfer of data etc – development of a data transfer and deletion plan. (a) The supplier shall return in a format reasonably acceptable to Post Office all data, records, documentation, stationery and information of Post Office relating to or which is relevant to the provision of the Services and Goods which it shall no longer provide to Post Office, which is not the intellectual property of the supplier. (b) The parties will agree to develop a data transfer and deletion plan, including a deletion plan for data no longer required by Post Office ensuring all parties meet GDPR regulations.	Within one month of date requested by Post Office, after termination	Within one month of date requested by Post Office, after termination
18.	Testing and implementation of the data transfer and deletion plan (a) The supplier and Post Office shall co-operate in commencing testing and proving the data transfer and deletion plan in respect of the Relevant Services, such that transfer may be concluded in accordance	As soon as reasonably practicable after agreement of the data transfer plan referred to in row 18.	As soon as reasonably practicable after agreement of the data transfer plan referred to in row 18.

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	<p>with the agreed plan.</p> <p>(b) In the event of any problems arising out of such testing the parties shall agree revisions to the plan and retest the same, the parties shall continue doing this until such time as the Post Office is reasonably satisfied with the plan.</p> <p>(c) The parties shall then implement the plan.</p>		
19	<p>Destruction of remaining data</p> <p>Once the transfer of Post Office Data to Post Office in accordance with this requirement is complete, all remaining Post Office Data to which this requirement applies and held by the supplier shall either be destroyed in the case of termination and expiry of the Agreement or, in the case of termination or expiry of a Terminable Service, only destroyed in accordance with Post Office's reasonable directions.</p> <p>For the purpose of this requirement, "destroyed" means physical destruction of the media upon which such data are held or irretrievable</p>	30days from the date of termination or expiry (as applicable)	30 days from the date of termination or expiry (as applicable)

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	deletion of data from such media. These processes must be GDPR compliant.		
20.	<p>Continued stock holding</p> <p>At the request of Post Office, the supplier shall ensure that stock and products supplied will enable Post Office to continue trading with a continual supply of products allowing for lead times from all suppliers, ensuring that minimum stock levels of un-invoiced stock are stored by the supplier upon Exit.</p> <p>Any stock purchased after N Date shall be with prior written Post Office consent only. Post Office shall not be liable for any stock purchased after the N Date if written consent not given.</p> <p>If Post Office delay or do not sign off on a order request by the timescales given by the supplier then this mitigates any failure of SLA's relating to product availability and subsequent effects relating to lack of availability e.g. Sales</p>	From N Date	From N Date

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21.	Provision of print outs The supplier shall: <ul style="list-style-type: none"> • Deliver to Post Office printouts of Post Office Data as Post Office may reasonably require and which the supplier can reasonably produce in respect of the Goods and Services. 	Within 30 days of the date of termination or expiry of this Agreement.	Within 30 days of the date of termination or expiry of this Agreement.
22.	Manuals, other materials, media equipment and software The supplier shall destroy or return to Post Office (as directed by Post Office); <ul style="list-style-type: none"> • all manuals and all other materials supplied by Post Office to the supplier (relating to the Goods and Services) and subsequently updated in enabling them to service Post Office's requirements; and • all media equipment and software supplied to the supplier by Post 	Within 30 days of the date of termination or expiry of this Agreement.	Within 30 days of the date of termination or expiry of this Agreement.

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	Office during the provision of the Goods and Services		
23.	Sweeper provision Post Office shall notify the supplier of any transition requirements to be provided to New Supplier after the date of termination of this Agreement, as applicable.	At least two months prior to termination or expiry of this Agreement.	At least two months prior to termination or expiry of this Agreement.
24.	Stock Management <ul style="list-style-type: none"> • Provide a full inventory of all stock held which Post Office shall be liable for at that time – and thereafter provide monthly updates regarding Post Office stock liabilities • Participate in the planning surrounding the most cost effective agreed manner for disposal of excess stock for which Post Office shall be liable. • The supplier will continue to provide a retail stock management system until termination of contract, after termination if access is 		

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	<p>required the supplier will review the request, If access is granted this will be at a cost to Post Office Ltd.</p> <ul style="list-style-type: none"> • The supplier will not undertake any additional development on the Post Office Stock Management System when termination is invoked • At cost to Post Office Ltd, the supplier can archive and retain a copy of data for Post Office Ltd 		
	Online exit plan to be agreed as soon as Post Office make the decision on the online offering.		
25	All termination plans and relevant documents to be stored in Bravo.		
26	<p>Risks must be managed, there are two areas which will need reviewing:</p> <p>a) The current risk log, ensuring no current risks materialise.</p> <p>b) A risk log must be produced, being reviewed regularly relating to the</p>		

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	transition to a new supplier.		
Transition arrangements:			
1.	Arrange a “kick-off” meeting between the Post Office and the inbound supplier.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
2.	Provide the Post Office with a detailed organisation chart of the inbound suppliers Future Operating Model for service delivery.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
3.	Agree the main accountable owners for each transition work stream and the level of support to be provided by the outbound supplier.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
4.	Provide the Post Office and inbound supplier with access to outbound supplier personnel to enable inbound supplier to undertake detailed due diligence	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.

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5.	Agree plan and timelines to transition in-flight projects including planned projects to commence during transition period or after the outbound supplier has been exited.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
6.	Agree timelines to transfer in-house developed software, scripts, tools or procedures required by the outbound supplier to perform the services being terminated either owned or not owned by the Post Office.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
7.	Agree plan with timelines and success measures to transition all in-scope services from outbound supplier to inbound supplier, utilising plans and agreements provided during the exit planning phases.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
8.	Define dependencies between inbound supplier transition plan and outbound supplier exit activities.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
9.	Acquire resources to carry out outbound supplier obligations with the exit plan.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.

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10.	Conduct workshop between the Post Office, inbound and outbound suppliers ensuring all parties understand agree to the exit / transition plan and the governance of such.	As soon as the termination date has been agreed.	As soon as the termination date has been agreed.
11.	Review all documentation being transitioned to inbound supplier. Should be checked for accuracy, relevance.	Before the contract terminates.	Before the contract terminates.
12.	Inbound supplier review of outbound supplier processes, procedures. Outbound supplier to answer all questions resulting from review.	Before the contract terminates.	Before the contract terminates.
13.	Inbound supplier satisfied that outbound supplier processes, procedures are complete and up-to-date.	Before the contract terminates.	Before the contract terminates.
14.	Confirm suitability of existing procedures post transfer. Propose any transformation plans.	Before the contract terminates.	Before the contract terminates.
15.	Execute knowledge transfer phase as defined in the transition plan agreed between all parties.	Before the contract terminates.	Before the contract terminates.

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16.	Joint agreement of completion of knowledge transfer phase of the transition plan.	Before the contract terminates.	Before the contract terminates.