



# **Request for Proposal Toll Service Provider (TSP) Solution**

**SSA-L, Appendix 12  
Exit transfer assistance**

## Version log

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## 1. INTRODUCTION

This Appendix 12 (Exit Transfer Assistance and Exit Plan) set out the principles for managing exit in connection with the expiry or termination (whether full or partial) of the Agreement or Services. The management of exit shall be arranged as a separate Exit Project, independently of whether or not the Services shall be transferred to the Customer or other Supplier(s) (defined as new Supplier(s) in this document) or decommissioned without being transferred.

This appendix describes and sets regulations on activities and obligations that Customer and the Supplier will undertake prior to the commencement of Regular Operation and during the term of Regular Operation:

1. To keep the Services fully documented and up to date in order to facilitate the transfer of Services to the Customer or the new Supplier(s). To provide the documentation and complete information as per this appendix upon request by the Customer
2. To facilitate the transfer of the Services to the Customer and/or the new Supplier(s)
3. To facilitate the exit from the Agreement in partial or in full based on scope set out for management of exit
4. To decommission Services upon notification from the Customer

To ensure the successful completion of Exit Project, this Appendix 12 also sets out certain obligations which are applicable during the term of the Agreement.

This Appendix 12 contains no limitations or reservations with regards to the rights and obligations the Customer and the Supplier have elsewhere in the Agreement.

## 2. EXIT PROJECT OBJECTIVES

The Exit Project shall have the following objectives:

- Ensure a smooth transfer of the Services from the Supplier and the transfer of the ability to provide services such as the Services to the Customer and/or one or more Suppliers
- Ensure that any negative impact on the Service recipients and the Customer as a result of expiry or termination (whether full or partial) of the Agreement or Services is minimized
- Ensure that the Customer and /or the new Supplier(s), as an outcome of the Exit Project, have received complete handover of the Service(s), including documentation, as per the scope defined in the Exit Plan and are able to operate and manage services at the same level of performance as defined in this Agreement
- Ensure that expiry or termination of any Services does not have a negative impact on Customer's business, the remaining Services or other services delivered to Customer
- Ensure that Customer, in cooperation with Supplier, are able to handle any security exposures as a result of expiry or termination (whether full or partial) of the Agreement or Service

- Ensure that the Supplier has removed information and access rights after the exit period

### **3. OBLIGATIONS TO FACILITATE EXIT**

#### **3.1 PROVISION OF INFORMATION PRIOR TO THE EXIT**

The Supplier shall provide documentation regarding the Services according to the specifications in Appendices 1, 2 and 5 in order to provide information to facilitate planning of the transfer and exit of the Services.

On written request from the Customer, prior to the exit period or for the purposes of executing a sourcing process, Supplier will provide, within two (2) weeks, all the necessary information which could help in creation and design of new Services equivalent to that being provided by the Supplier including but not limited to the following list:

*<The tenderer is asked to provide an overview of relevant documentation that the Tenderer sees fit for the purpose of executing a sourcing process as mentioned above.>*

#### **3.2 EXIT PLAN**

##### **3.2.1 Creation of the Exit Plan**

Exit Plan include the following, areas Supplier, potential new Supplier and Customer in coordination.

*<The tenderer is asked to provide a high-level Exit Plan including methodology and time lines that support the purpose of this Appendix, including time lines and time limits set out in this Appendix.>*

##### **3.2.2 Periodic Updates to the Exit Plan**

The Exit Plan shall be updated by the Supplier no later than thirty (30) calendar days prior to *<Tenderer to recommend>*.

For each such delivery of the Exit Plan, the Customer shall review the Exit Plan and notify the Supplier if the Customer considers the Exit Plan to be insufficient in order to fulfill the objectives of the Exit Project. When receiving this notification from the Customer, the Supplier shall immediately, and at least within ten (10) working days after having received the notification from Customer, update the Exit Plan in accordance with the requirements in the notification, and resubmit the Exit Plan for a renewed review by the Customer.

The Supplier shall, every year at the end of January, at its own initiative review the Exit Plan and provide to Customer an updated Exit Plan that proposes improvements and changes to reflect:

*<The tenderer is asked to provide a list of issues and themes the Tenderer considers to be relevant for a yearly update of the Exit Plan.>*

The Customer shall as a part of strategic/tactical agreed meeting structure, review the updated Exit Plan and notify the Supplier if the Customer considers the Exit Plan to be insufficient in

order to fulfill the objectives of the Exit Project. Upon receiving such notification from the Customer, the Supplier shall immediately, and no later than 10 working days after reception of notification, update the Exit Plan in accordance with the requirements in the notification.

### **3.2.3 Ad-Hoc Updates of the Exit Plan**

The applicable Exit Plan shall be updated when there are changes in the Services that need to be addressed in the Exit Plan to secure the objectives of the Exit Project set out in section 2, *<Tenderer to recommend>*, upon execution of *<Tenderer to recommend>*. All such ad-hoc changes are to be consolidated as part of the yearly revision of the Exit Plan.

The Customer may request ad-hoc amendments to the Exit Plans. The Customer's reasonable requests for amendments to the Exit Plan shall be implemented by the Supplier. Such implementation shall not to be unreasonably withheld or delayed by the Supplier and subject to consolidation according to the yearly revision of the Exit Plan.

### **3.2.4 Execution of the Exit Plan**

The Exit Project will be executed by the Supplier at the Customer's request in connection with a termination of the Agreement and/or Services and in accordance with the Exit Plan.

## **3.3 EXIT PERIOD**

The Exit Period commences six (6) months before the expiry of the Agreement, alternatively from the date of the notification of termination for convenience, termination for breach, and lasts until the Agreement or Services comes to an end. Any extension pursuant to clause 4.5 in the Agreement is added as part of the Exit Period. In addition, the Customer shall have a right to reasonable and necessary follow-up assistance for 180 calendar days after the Services have been established at the new Supplier(s) or the Customer itself. This shall apply even when this is after the term of the Agreement or the Services otherwise come to an end.

## **3.4 PERSONNEL AND ORGANIZATION FOR EXIT**

The Supplier shall allocate personnel and commit to the agreed organization set out by the Exit Plan for the exit, cf. sections regarding Exit Project, governance and cooperation below.

## **3.5 ASSISTANCE TO THE CUSTOMER AND/OR NEW SUPPLIER(S)**

The Supplier shall provide all necessary assistance and support to the Customer and/or appointed new Supplier without undue delay.

# **4. QUALITY OF SERVICE DURING EXIT**

## **4.1 SERVICES**

The Services shall remain fully adequate and comply with all requirements and specifications until the Agreement or Service comes to an end or the service transfer to the Customer or new Supplier(s) is completed and approved by the Customer. The Customer and/the new Supplier(s) shall receive fully adequate support during the Exit Period. For this purpose, the Supplier shall throughout the entire Exit Period make available personnel with the same

expertise, capacity and availability and render services of the same quality and Performance Targets as for corresponding services during Regular Operation.

## **4.2 VOLUME REDUCTIONS**

Unless otherwise agreed, volume reductions as a result of execution of the Exit Plan shall not impact the agreed SLA. Furthermore, unless otherwise agreed, the Supplier is not entitled to request adjustments of prices due to volume adjustments as a result of execution of the Exit Plan. Any changes to pricing due to changes in the volume will be regulated by the relevant clauses set out in Appendix 6.

## **4.3 SECURITY EXPOSURE**

The Supplier shall, upon request of exit/ termination or cancellation of a Service or part of a Service, evaluate the impact on Information Security Services and potential exposures caused by exit, termination, or cancellation. Supplier will inform Customer on potential exposures caused by the termination and will advise Customer how these exposures can be avoided.

# **5. OBLIGATIONS RELATED TO TRANSFERRING OF THE SERVICES**

## **5.1 TRANSFER OF DATA AND KNOWLEDGE**

### **5.1.1 Knowledge Transfer for all Services**

Upon the request of the Customer, the Supplier shall provide the Customer with all necessary information, including as set out in this Appendix 12, in order to enable the Customer and /or the new Supplier(s) or the third party appointed by the Customer to describe and prepare a termination of the Service and/or in order for the Customer to provide due diligence information to new Supplier(s). Such information shall include, but not be limited to, staff plans and competence specifications for provision of the Services and interface and protocol specifications for technical interfaces between the Supplier and the Customer and between the Supplier and other external partners of the Customer relevant for provision of the Services.

Supplier will provide for a transfer of knowledge about the terminated Services and related topics (which may be specified in the Exit Plan) to facilitate the provision of termination assistance services to Customer or the new Supplier(s). This will include requirements to participation in transfer planning meetings, workshops, training or hands-on demonstration to facilitate transfer.

Supplier will allow direct access to key personnel in its organization providing or related to providing Services to the Customer in order to facilitate this transfer.

### **5.1.2 Transfer of Documentation**

The Supplier shall keep all the documentation updated and current to reflect accurately on current status of the Services including information of impact on Services due to *<Tenderer to recommend>* and Projects during the Regular Operations.

The Supplier shall hand over documentation regarding the Services according to the specifications in Appendices 1, 2 and 5 to the Customer or the new Supplier(s) on request



from Customer within two (2) weeks from said request. This includes the source code and belonging documentation to software that has been specifically developed for the Customer.

The Supplier shall also upload the documentation in shared documentation repository or data room set for the purposes of knowledge transfer.

### 5.1.3 Transfer of Experience

The Supplier shall, based on agreed Exit Plan, handover knowledge in relevant meetings or classroom sessions to the Customer or the new Supplier(s). The Supplier shall allow Customer or the new Supplier(s) to learn by experiencing 'a day in a life' scenarios on tasks and activities performed by Supplier to maintain and operate the Services.

The Supplier shall allow the Customer or the new Supplier(s) to shadow Supplier at Supplier facilities (if required) during regular operations until Performance Targets / acceptance criteria as set out for such transfer, has been achieved or for as long as required or agreed on among the Customer, the Supplier or the new Supplier(s).

The Supplier shall not be required to assist with the transfer of basic skills.

## 5.2 TRANSFER OF ONGOING ACTIVITIES

The Supplier shall deliver a detailed list of all open cases, including, but not limited to *<Tenderer to recommend>* to the Customer and/or the new Supplier(s), including the effects these *<Tenderer to recommend>* have on the Services. To the extent any resolutions have been executed or planned to be executed concerning such *<Tenderer to recommend>* the Customer and/or the new Supplier(s) shall receive the details of such planned execution. The Supplier shall promptly and fully answer all reasonable questions in writing about the *<Tenderer to recommend>* and any related issues which may be asked by the Customer and/or the new Supplier(s).

The transfer of ongoing activities must include everything that is necessary for the TSP to execute on its business and legal obligations, including but not limited to:

- Administration of AutoPASS-agreements
- Invoicing processes
- Reconciliation with the TCs
- Accounting laws

All data needed related to possible requested new functionality such as Logistics and Contract Management

## 6. OBLIGATIONS RELATED TO EXIT FROM THE ROLE AS THE

## **SUPPLIER**

### **6.1 RELEASE OF KEY PERSONNEL**

Unless specified otherwise in the Exit Plan, the key personnel related to Supplier's provision of the Services shall not be re-allocated or rolled-off until the Exit Project has been completed and approved and the agreed cut-over date has been reached.

Release or roll-off the key personnel during the Exit Period will be done with notification and approval from the Customer as described in Appendix 5 regarding release or replacement of Key Personnel.

### **6.2 ACCESS MANAGEMENT**

#### **6.2.1 Removal of Access from the Customer's Systems**

The Supplier shall ensure that all Supplier's and Sub-Supplier's access to the Customer's IT systems is removed in accordance with the Exit Plan.

#### **6.2.2 Removal of Access from the Customer's Facilities, Sites, etc.**

The Supplier shall ensure that all Supplier's and Sub-Supplier's access to the Customer's facilities, sites, etc. is removed in accordance with the Exit Plan.

### **6.3 DISPOSAL OF DATA AND KNOWLEDGE**

The Supplier shall in accordance with the Exit Plan, but only after written Customer confirmation to do so, remove Customer's data from the Supplier's systems, facilities, premises, etc. The Supplier shall provide necessary confirmation that the data and knowledge have been disposed of properly.

The Customer is entitled to request that a third party audits the Supplier's compliance with the requirement to remove Customer's data from the Supplier's systems, facilities, premises, etc.

### **6.4 REMOVAL / DISPOSAL OF ASSETS**

All assets and other property that belong to the Supplier or its Sub-Suppliers and which shall be removed during the Exit Period shall be identified in the Exit Plan. Prior to removal of assets or other property, the Supplier shall notify the Customer.

Supplier shall ensure IT systems and data storage media and other information assets are not disclosed to third parties when such an IT system or data media is being retired or disposed, by implementing and strictly following a secure IT system retirement and media disposal process within *<Tenderer to recommend>* process used for deactivation of equipment

The Supplier shall comply with all laws and regulation regarding safe and environmentally friendly disposal of assets or other property.

## **7. SERVICE DECOMMISSIONING**

For the avoidance of doubt, the Parties agree that this Appendix shall apply also in case a Service is being decommissioned. In such case, the entire Appendix – except Chapter 5 – shall apply.

## **8. EXIT PROJECT**

### **8.1 THE PHASES OF THE EXIT PROJECT**

The Exit Project will apply the following phases:

1. Planning and Preparation Phase
2. Implementation Phase
3. Approval Phase

One phase should not be deemed as finalized before Customer has accepted this in writing, and a new phase should not start before Customer has issued a written acceptance to start the next phase.

### **8.2 EXIT PLANNING AND PREPARATION**

The Supplier shall, within thirty (30) calendar days from start of Exit Period, update and finalize the latest agreed version of the Exit Plan and provide an executable project plan. The executable plan for the Exit Project shall describe the activities, roles and responsibilities, and the scope of the Customer's and /or new Supplier(s) participation. If applicable, the plan shall document how the Supplier will ensure effective cooperation directly with the new Supplier(s) of Services for the exit to be completed in accordance with the Agreement. In addition, the detailed plan shall include milestones and acceptance criteria for approval of the deliverables as the Exit Project moves forward and of the entire Exit Project.

The Customer shall review the detailed plan for the Exit Project and notify the Supplier if the Customer considers the plan to be insufficient for the purpose of ensuring facilitation of Exit. When receiving this notification from the Customer, the Supplier shall immediately, and at least within 5 working days after having received the notification from Customer, update the plan in accordance with the requirements in the notification, and resubmit the plan for a renewed review by the Customer.

### **8.3 EXIT IMPLEMENTATION**

When the detailed plan for the Exit Project has been finalized, the Supplier shall implement the Exit Project pursuant to the detailed plan. Liquidated damages shall apply for the Agreed milestones as described in the Agreement section 9.3.2.

### **8.4 EXIT APPROVAL**

The Exit Project shall have continuous approval of Deliverables as the Exit Project moves forward. The approvals shall be in accordance with the acceptance criteria defined in the detailed plan for the Exit Project. The purpose of the approvals during the Exit Project is to

ensure that the entire Exit Project is progressing according to the agreed Exit Plan and that the objectives of the Exit Project will be met.

The Exit Project shall have a final approval. The purpose of the final approval is to verify that the Exit Project has been completed in accordance with the Exit Plan and that the Exit Project objectives, cf. above, have been met.

## **8.5 PERSONNEL REQUIREMENTS FOR EXIT**

The Supplier shall provide the Customer with adequate resources to assist in the Exit process upon request from the Customer.

## **9. EXIT PROJECT GOVERNANCE**

### **9.1 APPOINTMENT OF A PROJECT MANAGER**

Within ten (10) working days from the start of the Exit Period, the Supplier shall appoint a senior project manager, subject to the Customer's approval, who shall be responsible for the overall performance of such Exit Project in accordance with this Appendix and applicable Exit Plan. The project manager shall be the Customer's and/or the new Supplier's primary point of contact with respect to such Exit Project. The Customer may request that the Supplier's project manager reports directly to the new Supplier's project manager.

### **9.2 GOVERNANCE FORUM**

The Supplier shall participate in the governance model of the Exit Project which shall be executed by the Customer as soon as possible following start of the Exit Period. When the new Supplier(s) has been appointed by the Customer, the new Supplier(s) shall be part of the governance model. The governance model shall be structured as follows and could be changed based on the requirements of the Customer and new Supplier(s) during the Exit Period:

*<Tenderer to recommend>*

### **9.3 EXIT PROJECT STEERING COMMITTEE**

The Exit Project Steering Committee shall have members appointed from the Customer and the Supplier and shall furthermore have representative(s) from the new Supplier(s). The Exit Project Steering Committee shall approve any changes to the plans for the Exit Project and shall act as escalation point for any disputes in the other forums of the Exit Project governance model above.

### **9.4 EXIT PROJECT PLANNING AND RISK MANAGEMENT FORUM**

The Exit Project Planning and Risk Management Forum shall have participation of the Supplier's senior project manager, a senior project manager from the new Supplier(s) and a Customer representative. This forum shall be responsible for all overall planning and Risk Management of the Exit Project from the Supplier to the Customer and/or the new Supplier(s), and shall coordinate all planning with the Exit Project Operational Forum.

## **9.5 EXIT PROJECT OPERATIONAL FORUM**

The Exit Project Operational Forum shall have participation of the Supplier's senior project manager, a senior project manager from the new Supplier(s) and a Customer representative, and of the operationally responsible project managers of the Supplier, the Customer and any new Supplier(s) for the specific Services in scope for the Exit Project. This forum shall be responsible for the actual implementation of the Exit Project to be provided in accordance with the Exit Plan and in accordance with the decisions of the Exit Project Planning and Risk Management Forum and Steering Committee.

## **10. COOPERATION**

In addition to the cooperation duties set out in in Appendix 5, the Supplier shall cooperate with the Customer, new Supplier and any other relevant third parties in a highly effective manner. The Supplier shall give such assistance as may be reasonably required for the Customer to provision and implement equivalents or replacements of the Services, including, without limitation and at the reasonable request of the Customer, all or any of the following:

1. Promptly and fully answering all reasonable questions in writing about the Services and any related issues which may be asked by the Customer and/or the new Supplier(s) for the purpose of adequately understanding the features and facilities of the Services and any related issues and for the purpose of allowing the Customer and/or any Supplier(s) to understand such features and facilities;
2. Arranging and participation in applicable technical, service and support interface meetings with the Customer and/or the new Supplier(s);
3. Supplying contact information for relevant Key Personnel involved in the provision of the Services, during the transition from the Supplier to the Customer or any new Supplier(s);
4. Providing the Customer and/or the new Supplier(s) access to the Supplier's Key Personnel involved in the provision of the Services prior to termination or expiration of the Agreement.