

SCHEDULE 14 - DEMOBILISATION

PART 1

Demobilisation Requirements

1. Demobilisation Plan

1.1 The Service Provider warrants that it has prepared the Demobilisation Plan, which is set out in Part 2 to this Schedule 14 (*Demobilisation Plan*) in accordance with this Part 1 to this Schedule 14 (*Demobilisation Plan*).

1.2 Not later than 1st April in each Contract Year and in any case no later than the earlier of:

1.2.1 twelve (12) Months prior to the Expiry Date, and

1.2.2 as soon as is reasonably practicable following the date of service of a Termination Notice prior to any date of termination as determined pursuant to clause 71.1 (*Termination or Expiry of this Contract*) in respect of events other than expiry of this Contract;

the Service Provider shall review the Demobilisation Plan and submit any amended version of the Demobilisation Plan for approval by the Authority pursuant to the Review Procedure, such Demobilisation Plan to comply with all of the requirements set out in paragraph 1.3 below (the “**Demobilisation Requirements**”).

1.3 The Demobilisation Plan shall include plans and details to ensure the ability of the Authority or any successor contractor to resume provision of activities equivalent to the Services in a seamless manner, in sufficient detail to be implemented without ambiguity or inconsistency, including details as to:

1.3.1 subject to clause 77 (*Other Consequences of Termination or Expiry*) and clause 80.1.3 (*Compensation on Termination*), a practical plan for the legal and physical transfer of all Assets to the Authority, including identification of any issues affecting any such Assets and any warranties to be given or the benefit of which is to be transferred by the Service Provider or any Service Provider Party in respect of such Assets;

1.3.2 identification of any assets, including any land or buildings, equipment, spare parts, tools, stocks, consumables, materials and vehicles owned or leased by the Service Provider or any Service Provider Party which do not constitute Assets and therefore shall not transfer automatically to the Authority but which have been used non-exclusively in the provision of the Services by the Service Provider or any Service Provider Party (including identification of any issues affecting any such assets), together with:

1.3.2.1 a process to be followed by the Parties to value such assets in the event that the Authority wishes to purchase any such assets; and

1.3.2.2 a process for transfer of legal and practical ownership to the Authority of such assets should the Authority purchase such assets, including details of warranties to be given or the benefit of which is to be transferred in respect of such assets;

1.3.3 a process for the legal and physical transfer of all electronic data and records that are to transfer to the Authority, including all data comprised within the Management Information System;

1.3.4 a process for the practical transfer of all Returning Employees to the Authority, including ensuring that all Returning Employees are sufficiently trained in order to perform all required activities equivalent to the Services that the Authority or any successor contractor will require; and

1.3.5 any additional issues that the Authority may notify the Service Provider of (acting reasonably),

and such Demobilisation Plan shall also comply with Good Industry Practice and shall ensure the ability of the Authority to comply with all relevant Legislation and Highways Standards upon resumption of the activities equivalent to the Services.

2. Obligations of the Service Provider

2.1 The Service Provider shall, and shall procure that any relevant Service Provider Party shall provide access to the Authority or any Authority Party to:

2.1.1 any of the Work Sites for the purposes of verifying any matter relating to the Demobilisation Plan and carrying out any assessment, valuation, test or

inspection in relation to any of the Assets and/or the assets to be transferred to the Authority; and

2.1.2 any of the Returning Employees for the purposes of providing any training or giving or obtaining any information as the Authority requires (acting reasonably)

2.2 The Service Provider shall, and shall procure that any relevant Service Provider Party shall be required to transfer the benefit of any warranties which exist in relation to any of the Assets and/or the assets which are to be transferred to the Authority or to offer appropriate warranties itself in relation to such Assets and/or assets.

3. Liaison and Cooperation

3.1 The Service Provider shall, and shall procure that any relevant Service Provider Party shall ensure that, so far as is reasonably practicable, it shall liaise with the Authority prior to and during the review of the Demobilisation Plan pursuant to paragraph 1.2 of this Part 1 to this Schedule 14 (*Demobilisation Plan*), and shall thereafter be subject to a duty of cooperation in relation to the transfer of responsibility of the activities equivalent to the Services to the Authority, which duty of cooperation shall include:

3.1.1 the provision of on-going support by the Service Provider (including the procuring of support by the Service Provider from any relevant Service Provider Party) to the Authority in the form of such meetings, data, documents, records and site visits as the Authority shall require (acting reasonably); and

3.1.2 the appointment of any expert in order to determine any matter arising, including valuation of any assets, as the Authority shall require (acting reasonably); and

3.1.3 any other cooperation as the Authority shall require (acting reasonably),

for such period as the Authority shall require (acting reasonably), which may extend beyond the Expiry Date or Termination Date (as appropriate).

4. Implementation of Demobilisation Plan

- 4.1 Upon agreement of the Demobilisation Plan pursuant to paragraph 1.2 of this Part 1 to this Schedule 14 (*Demobilisation Plan*), or the Termination Date or the Expiry Date (whichever is the earlier) the Parties shall implement the Demobilisation Plan and:
- 4.1.1 title in the Assets and any other assets to be purchased by the Authority shall transfer to the Authority in accordance with the Demobilisation Plan;
 - 4.1.2 the Authority shall pay any such sums as agreed with the Service Provider for any purchased assets in the manner agreed in the Demobilisation Plan;
 - 4.1.3 the Assets and any other assets to be purchased by the Authority shall be transferred into legal and physical ownership of the Authority in the manner agreed in the Demobilisation Plan;
 - 4.1.4 the Parties shall execute all documents as shall be required to effect any transaction identified within the Demobilisation Plan; and
 - 4.1.5 the Service Provider shall, and shall procure that any relevant Service Provider Party shall give or transfer the benefit of any warranties relating to assets and/or Assets as shall have been agreed in the Demobilisation Plan.

PART 2

Demobilisation Plan

Schedule 14, Part 2 - Demobilisation Plan

1.1 General Introduction

This plan outlines how the Service Provider will fulfil its obligation to the Authority in respect of Demobilisation to enable the Authority or a successor service provider (SSP) to continue provision of this Contract in a seamless manner. The Service Provider regards a robust and considered demobilisation strategy as a good opportunity to assure the Authority that its proposals are comprehensive and complete.

The schedule describes how the Service Provider will discharge the requirements for Demobilisation. Key points to note include:

- A safe, efficient transfer of data to the Authority or new service provider
- A full assessment of facilities to ensure they are still fit for purpose
- A transparent audit process available on the Management Information System (MIS).

The Service Provider shall ensure that all its employees and those of its sub-contractor and all its employees named within this Schedule (whether by name, job title or role) shall comply with this Schedule. This Schedule details how the Service Provider will meet the contractual requirements.

The Service Provider undertakes to review this plan each year and update or amend it as necessary as per the requirements of [clause 1.2 of Part 1 of Schedule 14](#).

Contract Termination

The Service Provider understands that the timescales that apply in the event of termination are often different from that for expiry and while this method statement is mainly written on the basis of reaching the Expiry Date of the Contract, the Service Provider recognises that the principles will equally apply if the Contract is terminated pursuant to [Clause 71 \(Termination\)](#).

Preparing for the Process

Key points to note here include:

The Service Provider's Demobilisation process will be designed and implemented to make the transition back to the Authority or to the SSP as smooth as possible

- Planning and communication are key to successful Demobilisation. Close liaison with the Authority throughout will ensure that the Contract requirements and both Parties' expectations are met
- The programme has been phased to enable the delivery of a continuous service and seamless handover at the Expiry Date. The Service Provider's Demobilisation team will ensure that all parties understand the Demobilisation process.

Planning the Schedule

The proposed key dates and stages in the process are as follows:

- The Project Director shall ensure that the Demobilisation Plan is updated not later than the 1st April in each Contract Year
- The Service Provider will start planning for Demobilisation thirty six (36) Months prior to the Expiry Date, or on receipt of a Termination Notice



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- The Authority will receive the Service Provider's Demobilisation Plan for approval no later than twelve (12) months prior to the Expiry Date, or as soon as is reasonably practicable after receipt of a Termination Notice
- The Service Provider has planned for all Demobilisation activities to be completed by the Expiry Date
- The Service Provider would continue providing support and resources as required by the Authority for any aspect that still requires attention following the Expiry Date or Termination Date, whichever is sooner.

2.1 Service Delivery Statement

Demobilisation Objective

The Service Provider's Demobilisation objective is to plan, programme and prepare for Demobilisation such that the Authority and/or any successor service provider (SSP) can take over the delivery of the Services immediately on the Expiry Date or Termination Date as seamlessly as possible, and be sufficiently equipped for such takeover.

The key document that the Service Provider shall prepare for demobilisation and handback is the Demobilisation Plan. The Service Provider shall prepare the Demobilisation Plan in accordance with **Schedule 14 (Demobilisation)** of the Contract. The Plan shall be in several parts or sub-plans dealing with the Demobilisation, including:

- Management
- Obligations of the Service Provider
- Liaison and Cooperation
- Implementation of the Demobilisation Plan
- Transfer of Assets.

Demobilisation Plan

The Service Provider shall submit and amend its Demobilisation Plan in accordance with contractual requirements (**Schedule 14, 1.2**). The Service Provider shall ensure that the Demobilisation Plan is submitted as a reviewable item twelve (12) Months prior to the Expiry Date, or as soon as is reasonably practicable, in accordance with **paragraph 1.2.2 of Schedule 14 (Demobilisation)** in the event of a Termination Notice being issued.

The Service Provider's Project Director shall be responsible for ensuring the Demobilisation Plan and any resulting detailed specific issues and programmes are produced and developed. The Service Provider shall ensure that these are submitted to the Authority in accordance with **Schedule 14 (Demobilisation)** of the Contract. The Service Provider shall also ensure that the Demobilisation Plan includes the Service Provider's proposals and identifies the Service Provider's Representatives responsible for delivering the specific work streams. Table 2.1 below, identifies individual responsibilities for specific work streams.

Responsibility	Principal Demobilisation Work Streams
Operations Director	Overall Time Line and Demobilisation Process
Network Director	Handback Procedure - Project Network Parts
Network Director	Handback Procedure – Structures
Network Director	Handback Procedure – Management Information System
Operations Director	Handback Procedure – Depots, Offices and Operational Control Room (OCR)
Network Director	Handback Procedure – Traffic Model
Commercial Director	Process for the transfer of all Assets
Human Resources Business Manager	Process for the transfer of all Returning Employees
Network Director	Process for the transfer of all electronic data and records
Project Director to assign	Process for managing any additional issues requested by the Authority

Table 2.1: Specific Processes and Issues

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The Service Provider's Project Director, or the nominated Service Provider representative, shall meet with the Authority or SSP at least monthly to monitor progress. The Service Provider recognises that these monthly meetings may need to be more frequent, depending on the scale and scope of the specific issue to be handed back. The frequency, location and attendees of such meetings shall be identified through the review process.

Submission of Demobilisation Plan

The Service Provider shall prepare a Demobilisation Plan for approval by the Authority in accordance with **Schedule 14 (Demobilisation)** and **Schedule 21 (Review Procedure)** of the Contract as a reviewable item. The Service Provider shall produce the Demobilisation Plan in the form of a core text document with sub-plans. The Service Provider shall ensure that it is submitted within the applicable timescale set out in **paragraph 1.2 of Schedule 14 (Demobilisation)** of the Contract and in any case no later than twelve (12) months prior to the Expiry Date.

The following process and commentary shall also be applied in the event of a Termination Notice being issued. However, the Service Provider acknowledges that the timings of such events will need to be agreed with the Authority.

The Service Provider's Operations Director shall be responsible for ensuring that the Demobilisation Plan is submitted in accordance with the Contract and is agreed prior to implementation.

The Service Provider shall ensure that the Demobilisation Plan is prepared to, and contains the information necessary to comply with, the Demobilisation Requirements set out by the Authority and the requirements of **Schedule 14 (Demobilisation)**. The Service Provider shall also ensure that the Demobilisation Plan complies with Good Industry Practice and that it is fully detailed, including named resources and their responsibilities to achieve a seamless transition, and how this will be measured.

To ensure the effective and smooth implementation and delivery of the Demobilisation Plan, the Operations Director, or his nominated representative, shall regularly meet the Authority's Representative. The Service Provider shall ensure that these meetings take place at least monthly, but recognises that they could be held more frequently if necessary. The Service Provider's Representative shall be available at all reasonable times to offer assistance to the Authority following submission of the Demobilisation Plan for approval and throughout the implementation and delivery of the Demobilisation Plan.

Handback Procedure

Contractual Requirements

The Service Provider has identified that the contractual requirements relating to Expiry, Handback and Demobilisation are:

- Clause 69 (Employment Matters - TUPE)
- Clause 71 (Termination or Expiry of this Contract)
- Clause 78 (Demobilisation Procedures)
- Clause 79 (Handback Procedure) and
- Schedule 14 (Demobilisation).

Throughout the Contract, the Service Provider shall ensure that the Services are delivered in accordance with the Contract. This shall, in turn, ensure that the Service Provider achieves the Performance Requirements by the Expiry Date.

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Demobilisation Finances

The Service Provider's Commercial team in the period leading up to the Expiry Date is set out in the organisation chart in Figure 2.1 below. At the Expiry Date, the Service Provider confirms that the majority of the Project staffing resources will either be transferred to the Authority (or its nominated SSP) under TUPE, or will be retained by Service Provider and transferred to other projects within the Service Provider's organisation. The Commercial Director (or an alternative individual with similar qualifications, skills and competence) shall continue to manage the Contract account beyond the Expiry Date until any proceeds in the Retention Fund Account have been allocated and the Retention Fund Account closed. The Commercial Director shall have the authority to draw on the Service Provider's wider resources to discharge the Demobilisation commercial and financial obligations for the Project.

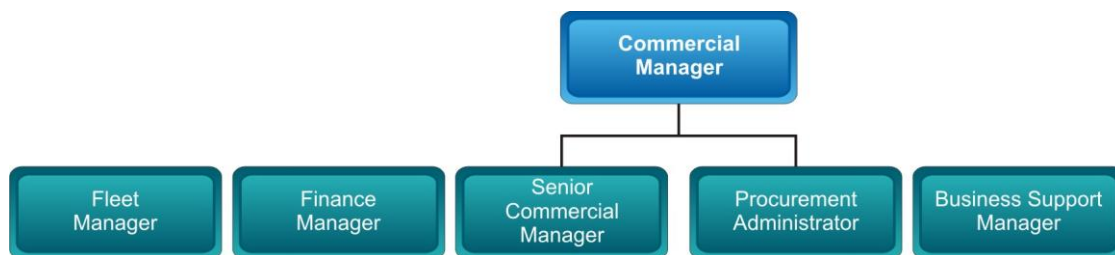


Figure 2.1: Commercial Team at Expiry

3.1 Implementation of the Demobilisation Plan

Upon agreement of the Demobilisation Plan pursuant to **paragraph 1.2 of Schedule 14 (Demobilisation Plan)**, or the Termination Date or the Expiry Date (whichever is the earlier) the Parties shall implement the Demobilisation Plan and:

Title in the Assets and any other assets to be purchased by the Authority shall transfer to the Authority in accordance with the Demobilisation Plan

- The Authority shall pay any such sums as agreed with the Service Provider for any purchased assets in the manner agreed in the Demobilisation Plan
- The Assets and any other assets to be purchased by the Authority shall be transferred into legal and physical ownership of the Authority in the manner agreed in the Demobilisation Plan
- The Parties shall execute all documents as shall be required to effect any transaction identified within the Demobilisation Plan
- The Service Provider shall, and shall procure that any relevant Service Provider Party shall give or transfer the benefit of any warranties relating to assets and/or Assets as shall have been agreed in the Demobilisation Plan.

Continuous Compliance

Throughout the period leading to the Expiry Date, the Service Provider's Project senior management team shall ensure that the Service Provider continues to deliver the Services in accordance with the provisions of the Contract. The Service Provider shall continue to audit and scrutinise performance until the Expiry Date, including the Performance Requirements associated with Handback. The Service Provider shall therefore perform the Services in accordance with the provisions of this Contract, and in particular **clause 79.1**, so that at the Expiry Date the Project Network and other assets comply with the Performance Requirements.

Methodology

The Service Provider shall adopt an approach that meets all of the Demobilisation objectives and other relevant requirements in the Contract, including **Schedule 14 (Demobilisation)**, **clause 69.15 (Returning Employees Information Provision)** **clause 79 (Hand Back Procedure)**, **clause 77 (Other Consequences of Termination or Expiry)** and **Schedule 21 (Review Procedure)** of the Contract. The Service Provider shall provide detail of its approach in the Demobilisation Plan, supported by this Schedule. The Service Provider shall ensure that overall responsibility for Demobilisation and Handback shall lie with the Service Provider's Project Director. The Service Provider shall draw Personnel for its Demobilisation team from the Project management team as set out in Figure 2.2 below. The Service Provider shall organise Demobilisation and Handback into principal work streams as set out in Table 2.2.

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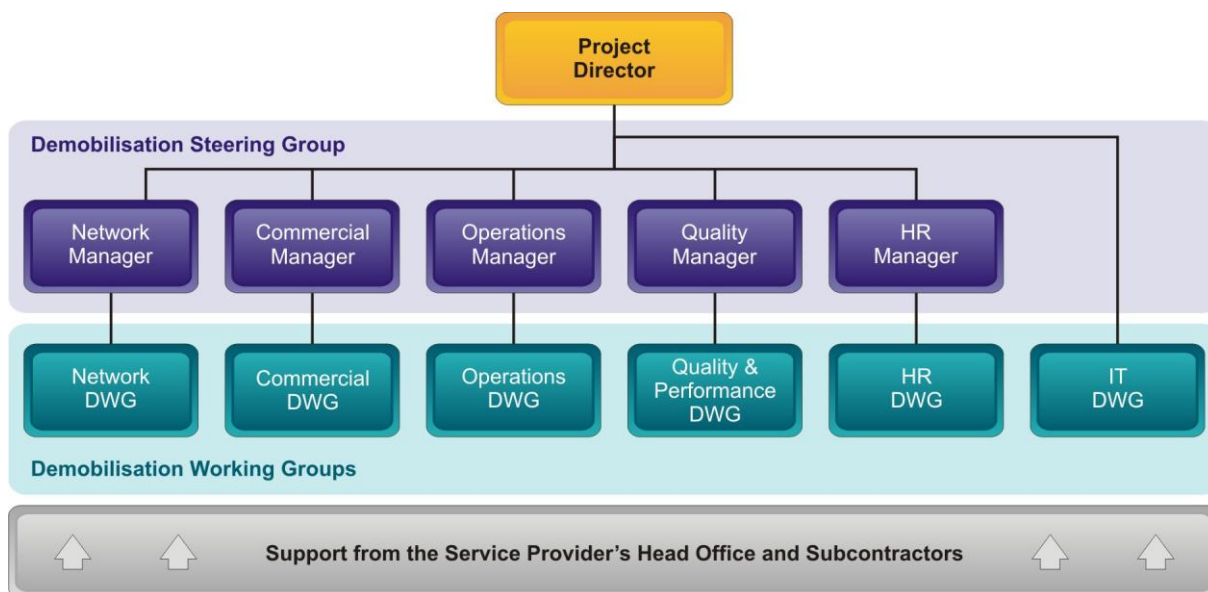


Figure 2.2: Demobilisation Organisation Structure

The Service Provider is aware that the Demobilisation Plan and the detail contained within it is fundamental to the successful and smooth transfer of the Services, the associated Assets, documents, and the Project Personnel at the Expiry Date. The Service Provider shall develop the Demobilisation Plan at least twelve (12) Months prior to the Expiry Date within the timeframes required in the event of the Contract being terminated as set out in **paragraph 1 of Schedule 14 (Demobilisation)**, providing detailed programmes to ensure specific issues are addressed and can be monitored, and to ensure other Handback requirements are met. For example, the Service Provider shall produce programmes for vacating offices and Service Provider Depots and an employee transfer programme. The Service Provider shall, as part of the Demobilisation Plan, agree with the Authority which of the requirements of **Schedule 14 (Demobilisation)** of the Contract requires individual programmes as well as detailed proposals. In addition, the Service Provider recognises that there may be a requirement to involve a potential successor service provider, and the Service Provider shall offer its support and ongoing commitment to the Authority to ensure an effective handback takes place.

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The Service Provider acknowledges that the Demobilisation Plan is a reviewable item, and shall be subject to the process set out in **Schedule 21 (Review Procedure)** of the Contract in order to obtain the Authority's consent and approval of it. The Service Provider is committed to adopting a flexible approach to provide a seamless transition of the Services.

Labour, Plant and Materials

Introduction

The Service Provider shall provide an adequate level of resource with the appropriate facilities and equipment to enable the Demobilisation Work Groups to deliver the Demobilisation Plan and ensure a smooth transition of services to the Authority or SSP.

The Service Provider shall therefore carry out the following activities:

- Identification of the level of resources, facilities and equipment required for Demobilisation
- Provision of resources, facilities and equipment
- Monitoring work activities to ensure that adequate resources, facilities and equipment are being utilised.

The Service Provider shall identify the required levels of resource through the Demobilisation planning process.

The Service Provider shall supply sufficient Demobilisation resources as necessary to meet the requirements of **PA Schedule 14**. In addition to the Demobilisation team (as detailed in section below) the Service Provider shall make available all necessary staff, facilities, stores and vehicles to support the Demobilisation team in their duties. In this section, the Service Provider details the additional resources necessary to achieve Demobilisation including:

- A Demobilisation Manager (the Contract Operations Director)
- Demobilisation Steering Group
- Demobilisation Work Groups (DWGs)
- Other named contract staff and Group support
- Sub-contractor support.

The Service Provider shall ensure that all works undertaken by these resources are in full compliance with any relevant Method Statements, IMS works processes and Risk Assessments developed as part of Demobilisation and during the Term.

The Service Provider shall use its existing Project Depots, vehicles and materials to deliver all Handback compliance works and Demobilisation activities.

Total Resource Requirement

Demobilisation Team

The Service Provider shall assemble a Demobilisation team that possesses the knowledge and the skills required to demobilise all aspects of the Project to ensure continuous Service delivery up until the Expiry Date and compliance with all Handback conditions. The Project staff shall complement the Demobilisation team, ensuring a full and effective transfer of assets and information to the Authority or SSP.

Once Demobilisation has commenced, at least thirty six (36) Months prior to the Expiry Date, or on notice of Termination, the Commercial Director shall form the Commercial DWG and confirm the Contract and Authority requirements.

The Demobilisation team shall consist of:

- Demobilisation Manager
- A Demobilisation Steering Group, comprising the:
 - Project Director
 - Operations Director
 - Network Director
 - Commercial Director
 - HR Business Manager
 - Quality Manager

- Six (6) DWGs, each led by one of the Managers on the Steering Group:
 - IT DWG
 - Operations DWG
 - Network DWG
 - Commercial DWG
 - HR DWG
 - Quality and Performance DWG.

The Service Provider shall support the DWGs with staff from its Group Head Office and other contracts if necessary, in either a part-time or full-time capacity as necessary to complete the duties. The lead managers of each DWG will be able to draw upon a wide pool of the Service Provider's resources to complete the actions detailed in the Demobilisation Plan. During the planning for the detailed Demobilisation Plan, to be submitted twenty four (24) months prior to the Expiry Date, the Steering Group will identify the roles required and the HR Manager will be responsible for appointing named staff to these roles.

The Service Provider shall procure support from key partners and Sub-contractors as necessary to complete the Demobilisation. The lead manager, responsibilities and named resources for each DWG are as per Table 2.2 below:

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Demobilisation Working Group	Lead Manager	Key Responsibilities	Named Resources
Demobilisation Steering Group	Director	Strategic Direction and management of the Demobilisation Plan Obligations of the Service Provider	Contract Staff: Project Director Operations Director Network Director Commercial Director HR Business Manager Quality Manager
IT DWG	Project Director	Process for the transfer of all electronic data and records Communications	MIS Project Manager MIS Manager (interim) MIS Data Manager (interim)
Operations DWG	Operations Director	Depots, Office and plant. Process for managing any additional issues requested by the Authority	Senior Planning Manager Planner Group support (part time): Procurement Manager IT and MIS Managers Fleet Procurement Co-ordinator Subcontract support: Small general works team Removals contractor Cleaning supplier
Network DWG	Network Manager	Process for the transfer of all information, processes and procedures relating to programming noticing, NRSWA activities and the OCR	Contract Staff: MIS Manager Inspections Manager Senior Planning Manager CIP Design Manager Group Communications Manager Network Engineer Phone Engineers Desktop Engineers Trainer IT Procurement Manager Quality Manager Subcontract support: Pitney Bowes Project Manager and Configuration Consultant (full time) WAN Engineer (part time) LAN Engineers (part time)
Commercial DWG	Commercial Director	Demobilisation Finances and Retention Fund Account Process for the transfer of all Assets Legal requirements	Contract Staff: Financial Manager Commercial Managers Procurement Administrator Group support (part time): Legal Department
HR DWG	HR Manager	Process for the transfer of all Returning Employees Liaison and Cooperation and Provision of Ongoing Support	Group support (part time): TUPE specialist Pension specialist Payroll specialist

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Demobilisation Working Group	Lead Manager	Key Responsibilities	Named Resources
Quality and Performance DWG	Quality Manager	Independent Certifier Continuous Compliance Management Information System	Contract Staff: Fleet Manager Group support (part time): Fleet Solutions Team Fleet Solutions Business Improvement Manager

Table 2.2: Demobilisation Working Groups, Responsibilities and Named Resources

Examples of the type of staffing resources that the Service Provider will use to support Demobilisation are as follows:

- Design and engineering support from other local and regional contracts during the Demobilisation Period, as well as management and supervisory assistance from the Service Provider's Local Government, Logistics and Consulting divisions
- Fleet Logistics Solutions - eg provision of plant and equipment and vehicle storage
- Group Communications and PR support to provide additional capacity for local and regional communications and PR, and also assist in producing internal presentations and communications to staff
- Technical and administrative support from the Service Provider's central finance, commercial and legal teams
- Support from 'One HR', the Service Provider's central HR function, which will provide specialist HR support on TUPE, employee meetings, inductions, pensions and Employee wellbeing.

The Service Provider expects that some of these staff will be resident in Sheffield while others will be able to complete their duties remotely.

Division of Labour

At this stage, it is not possible for the Service Provider to identify the exact division of labour between Project staff, group staff and Sub-contractors to deliver Demobilisation. The Service Provider shall submit more details when the detailed Demobilisation Plan is developed and submitted to the Authority for approval at least twenty four (24) Months prior to the Expiry Date, in accordance with **paragraph 1 of Schedule 14 (Demobilisation)**, or as soon as is reasonably practical in the event of Termination.

Training and Certification Requirements

The Service Provider shall ensure all staff undertaking the activities detailed in the Demobilisation Plan are suitably trained and briefed in accordance with the Project MIS working and training procedures.

Allocation of Plant and Materials

The Service Provider shall ensure that sufficient materials are procured or made available as necessary to assist with the Demobilisation and in readiness to commence the services from the Service Commencement Date.

During the Demobilisation period and earlier, the Service Provider will request access to all locations to be used during the Project to identify any materials that will be transferred and to assess their condition. The Service Provider shall feed this information into the activities of the Commercial Demobilisation Working Group's Procurement team.

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The Service Provider shall make available any vehicles needed during the Demobilisation period to undertake the activities in the Demobilisation Plan.

Demobilisation Offices and Depots

The Service Provider shall use the Service Provider Depots and Project offices as necessary to support Demobilisation.

The Service Provider may also utilise space with its Sub-contractors (eg Aggregate Industries) as necessary.

The Service Provider may also utilise space at its central Fleet Solutions depot as necessary.

The Service Provider shall ensure that any locations used are suitable, safe and secure at all times.

During the Demobilisation period and earlier, the Service Provider shall provide access to all locations to the Authority, Successor Service Provider and other nominated Authority Parties to take surveys, measurements and compile other information.

Depot Demobilisation Plan

In order to meet the requirements of the handover of the office and Depot Assets, the Service Provider shall take the following action to ensure a smooth handover of the Assets.

During the Term, the Service Provider shall put in place a Building and Facility Maintenance Plan. The Service Provider shall base this Plan on the recommendation of a RICS Qualified Building surveyor and Good Industry Practice, and shall cover but not be limited to the following items:

- Inspection and routine maintenance of the main structure of the building, to include the roof and rain water goods
- Internal and external decoration
- Legionella Prevention Policy
- Replacement and updating of fixtures and fixings
- Maintenance and upgrading of the welfare facilities
- Maintenance of road and hard standing
- Maintenance and inspection of the facility's drainage system.

The Operations Director shall be responsible for facilitating the vacation of the Depot and shall be supported by the Depot Manager and his team. The Authority shall have daily contact where necessary with the named Service Provider's Representative(s) responsible for the demobilisation of the Depots during the three (3) Months prior to the Expiry Date or the period between the submission of the Demobilisation Plan and the Termination Date. The Service Provider shall ensure that the Service Provider's Representative(s) will be available to meet with the Authority and answer queries in an agreed format as required.

During the Demobilisation period, the Service Provider shall work with both the Authority and the SSP (if applicable) to ensure optimum Service resilience is maintained. The Service Provider shall make available to the Authority and SSP (if applicable) all records and documentation relating to discharge consents, ground contamination and other Legislation. The Service Provider shall act in accordance with Good Industry Practice by ensuring that communication channels between the Service Provider, the Authority and any SSP are established early.

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During the Demobilisation period, the Service Provider shall liaise with the Authority and any SSP by providing advice and answers to queries raised about the Depot. During the Demobilisation period, the Service Provider shall allow any SSP to have access to the Depot at reasonable times and at reasonable notice.

The Service Provider shall ensure that the Demobilisation Plan details the methods and timescales involved in removing all of the Service Provider's fittings, furniture and goods from the Depot. The Service Provider shall also detail the withdrawal of any supply chain organisations that are present on the site within the Demobilisation Plan.

If applicable, the Service Provider shall ensure that any agreed defects are incorporated into the Demobilisation Plan.

The Service Provider shall ensure that the lease for the Depots will expire on the Expiry Date or Termination Date.

Vacation and Transfer of the Depots, Offices and Operational Control Room (OCR)

The Service Provider has made the assumption that it will be handing the office over to the Authority or a Third Party.

The Service Provider's Operations Director shall be responsible for the transfer of the Service Provider's Project Office and Principal Depot and all associated equipment, furniture and data.

The Operations Director, assisted by the Commercial Director and the Service Provider's Legal Team, shall manage the transfer of all necessary Consent, Approvals, Licenses, Service and Utility Connections, Service Agreements and Land Purchase Deeds required to legally transfer a fully operational Office and Depot back to the Authority.

The Operations Director shall make all arrangements to vacate the premises fully on the Expiry Date, and shall detail these arrangements in the final Demobilisation Plan.

The Service Provider shall vacate any property or facilities that are being used for the execution of the Services on or before the Expiry Date or Termination Date (as applicable). The Service Provider shall ensure that this is done in a way that reasonably minimises disruption and inconvenience to the Authority. The Service Provider shall ensure that any damage caused to the Depot or Offices during removal is made good prior to the vacation of the premises, in accordance with the terms of the relevant lease, and any damage caused to any other Authority facilities or premises is made good within twenty (20) Business Days of vacation.

Within the Demobilisation Plan, the Service Provider shall identify, and agree with the Authority, any property or facility that will need to be vacated at the Expiry Date or Termination Date (as applicable). These shall be recorded by the Service Provider in the Demobilisation Plan, and an agreed detailed programme produced to enable both Parties to monitor progress in the months preceding the Expiry Date or Termination Date (as applicable).

The Service Provider shall ensure that the detailed programme also contains a timeline and a process whereby a certificate shall be issued by the Authority (subject to the Authority's agreement on this process) to confirm that vacation of the Authority's property and the Project Facilities has been completed satisfactorily.

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The Service Provider shall undertake a joint inspection of the premises with the Authority and carry out any agreed remedial works prior to the Expiry Date or Termination Date (as applicable).

The Service Provider will form a Demobilisation Steering Group, made up of the contract Senior Management Team, thirty six (36) Months prior to the Expiry Date. This team, led by the Project Director, shall supply staff and resources as necessary to assist the Operations Director in developing the Demobilisation Plan. The Steering Group shall meet monthly to advise on the development of the Plan and provide advice to the Authority where necessary.

On agreement of the Demobilisation Plan with the Authority, twenty four (24) Months prior to the Expiry Date the Steering Group shall form a number of DWGs to implement the Demobilisation Plan. The working groups and their responsibilities shall be as per Table 2.3 below:

Demobilisation Working Group	Lead Manager	Responsibilities
Demobilisation Steering Group	Project Director	Strategic Direction and management of the Demobilisation Plan Obligations of the Service Provider
IT DWG	Project Director	Transfer of data to the Authority or SSP in appropriate format and to required timescales
Operations DWG	Operations Director	Development and implementation of the Demobilisation Plan Depots, Office and Operational Control Room (OCR) Process for managing any additional issues requested by the Authority
Network DWG	Network Manager	Project Network Parts Structures Traffic Model Process for the transfer of all electronic data and records Communications
Commercial DWG	Principal Commercial Manager	Demobilisation Finances and Retention Fund Account Process for the transfer of all Assets Legal requirements
HR DWG	HR Manager	Process for the transfer of all Returning Employees liaison and cooperation, and provision of ongoing support
Quality and Performance DWG	Performance and Assurance Manager	Independent Certifier Continuous compliance Management Information System

Table 2.3: Demobilisation Working Groups

The Service Provider shall also co-opt other staff from the Project, and the Service Provider's other contracts and head office to assist with the development and implementation of the Demobilisation Plan. The principal resources involved are detailed in the previous section on Labour, Plant and Materials.

Project Network Parts

Pursuant to the **Project Agreement, Clause 79, Handback Procedure**, the Service Provider shall undertake a Service Inspection of all Project Network Parts no later than nine (9) months prior to the contract Expiry Date.

The Service Provider shall confirm whether all Project Networks Parts comply with the relevant Performance Requirements for the Project Network notifying the Authority in writing

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within five (5) business days of completion which Performance Requirements, if any, have not been complied with.

The Service Provider's Network Manager shall inform the Service Provider's Senior Management Team of which Project Network Parts have not achieved the Performance Requirements and the Service Provider's Programmes shall be updated to ensure that the Project Network Parts identified shall meet the expiry condition as soon as reasonably practicable and, in any event, no later than four (4) months prior to the expiry date.

The Service Provider's Senior Engineer(s) responsible for the design and lifecycle maintenance of any Project Network Part shall identify and design treatments in accordance with **Method Statement 4** such that the Project Network Part complies with the Handback Condition.

Carriageways

Pursuant to **Clause 79.2.1 (Carriageways and Footways)** and **Clause 27.13 (Deflectograph Surveys)** of the Project Agreement, the Service Provider's Asset Manager shall undertake all Surveys identified in the following Table 2.4 ensuring the Highways Manager is informed of all Road Section Lengths and Footway Section Lengths where they are deemed would not meet the Handback requirements.

Date	PA Reference	Inspections or Surveys	Works
Prior to Commencement of Contract Year twenty four ('Year 24')	Clause 27.13	Carry out Deflectograph Surveys to ensure results for each lane of any Carriageway in the Primary and Secondary Hierarchies shall be no older than one (1) year	
Contract Years twenty three (23) and twenty four (24)	Clause 79.1.1.3	Carry out all Surveys required under Clause 27 to predict and identify all Works required to ensure the Carriageways and Footways comply with Service Standard 2 when the Surveys are taken in Contract Year twenty five (25)	Identify all Works to be carried out in Contract Year twenty five (25)
Contract Years twenty five (25)	Clause 79.1.1.5	Carry out all Surveys required under Clause 27 to predict and identify all Works required to ensure the Carriageways and Footways comply with Service Standard 2 when the Surveys are taken in Contract Year twenty five (25)	Undertake all works identified to comply with Service Standard 2 at Expiry Date

Table 2.4: Carriageways and Footways Survey Programme to Determine Works to Meet Handback Expiry Conditions

Following completion of the Surveys, the Service Provider's Asset manager shall inform the Highways Manager to ensure all necessary Works are designed in accordance with the output specification and programmed for the works to be undertaken by the required dates.

The Service Provider's Highways Manager shall identify all necessary treatments in accordance with **Method Statement 2** such that a programme of work is developed to meet the required dates within Table 2.4 above.

Structures

Pursuant to **Clause 27 (Independent Surveys and Inspections)** of the Project Agreement, the Service Provider's Structure Inspections teams shall undertake all inspections identified in the following Table 2.5 ensuring that the Structures Manager and the Authority are informed of all Structures which do not meet the Performance Requirements.

Date	Inspections	Works
Prior to Commencement of year nineteen (19)	Identify all works required to be undertaken from all the: General Inspections Principal Inspections Special Inspections and / or Structural Assessments	Undertake all works identified to comply with Service Standard 3
From commencement of year nineteen (19) to expiry of year twenty two (22)	Identify all works required to be undertaken from all the: General Inspections Principal Inspections Special Inspections and / or Structural Assessments Update Investment Programmes Provide estimate of costs (verified by the IBI) of Works	Undertake all works identified to comply with Service Standard 3
From the commencement of year twenty three (23) the end of year twenty four (24)	Identify all works required to be undertaken from all the: General Inspections Principal Inspections Special Inspections and / or Structural Assessments Update Investment Programmes Provide estimate of costs (verified by the IBI) of Works	Undertake all works identified to meet Handback clause 79.2.2
Form commencement of year twenty four (24) to expiry of year twenty five (25)	Identify all works required to be undertaken from all the: General Inspections Principal Inspections Update Investment Programmes Provide estimate of costs (verified by the IBI) of Works	Undertake such works prior to the end of the twenty fifth (25) year as Good Industry Practice for the maintenance of such structures would require so that Structures meet the relevant Handback Condition in clause 79.2.2

Table 2.5: Structures Inspection Programme to Determine Works to Meet Handback Conditions

Following completion of the inspections, the Service Provider's Structure Inspections teams shall inform the Structures Manager of the results of the inspections.

The Service Provider's Structures Manager shall identify all necessary treatments in accordance with **Method Statement 3** such that a programme of work is developed to meet the required dates within Table 2.5 above.

Where Works would be required to be undertaken after the Expiry Date, the conditions of **Clause 79.2.2.6 and 79.2.2.7** shall apply.

Communications

Internal Communications

The Service Provider's Communications team shall liaise with the Authority's Communications team to ensure employees are kept informed and reassured of any changes to the Service. The Service Provider shall use briefings, newsletters and other internal communication channels to inform employees about the Demobilisation process, and offer the opportunity for questions to be answered.

External Communications

The Service Provider shall inform stakeholders of the Demobilisation of the Contract in the six (6) Months prior to the Expiry Date through:

- Town and Parish meetings attended by the Assembly Stewards
- Established Stakeholder meetings (Emergency Services, public transport operators)
- Media features (eg proactive campaign on the achievements of the PFI).

The Service Provider shall provide stakeholders with any new contact information for the Authority and/or SSP, to ensure a smooth handover for the Service.

4.1 Process for the Transfer of Assets

Management Information System

Throughout the Term, through the renewal, replacement and updating of assets using new systems and processes, the Service Provider shall ensure that the Management Information System available to the Authority is significantly improved in completeness and accuracy. The Service Provider shall provide continuity and minimise disruption in the handback of such information by planning and project-managing the transfer of Data, records, the MIS and the Traffic Model (including the availability of corporate resources to support the Operations Director, eg the Service Provider's Group IT).

The key features and benefits of the Service Provider's MIS applicable to Demobilisation are shown in Table 2.6 below:

Service Feature	Benefit
Single system for Contract management and operational services	Less complex to demobilise than using multiple systems and interfaces
Modern internet-based computing model	Ease of access and early availability for familiarity and training
Off the shelf system easily configured and rapidly demobilised	Reduced risk of disruption to Services
Service Provider's experience in this solution	Skilled staff available in-house and strategic relationship with software supplier
Less reliance on paper documents and records	Physical storage, transfer and indexing issues reduced

Table 2.6: Highways PFI MIS Demobilisation 'Features & Benefits' table

The Service Provider is aware that the successful and smooth transfer of information, and the software applications that enable easy access and use of that information is an important part of the Demobilisation and Handback Process. The Network Director shall manage the Demobilisation of the MIS, IT infrastructure and applications, assisted by the MIS Manager, as a fully managed project with additional support from the Service Provider's central corporate resources (eg Group IT, Project Management Office) and Project subject matter experts (Data Manager, IT Manager etc.) The Network Director shall submit an MIS Demobilisation plan for the Authority's approval no later than thirty six (36) Months prior to the Expiry Date of the Contract or within two (2) Months of formal notification of Termination.

The Service Provider shall provide applicable hardware and software (including licenses) for a projected three (3)-year life, but shall also undertake detailed planning and analysis to ascertain what is most useful to the Authority and/or the SSP. The Service Provider recognises that it may be possible that different hardware and software arrangements are required for a different style of contract or due to changes in technology.

The Service Provider confirms that location-based hardware, such as structured cabling and communications, will become part of the handover of operational offices and Depots. The Service Provider's solution is an internet-hosted service designed to be independent of proprietary hardware, and is easy to access from any Authority and/or SSP's device. Therefore, the Service Provider anticipates that it is likely that the Demobilisation hardware arrangements may be more of a financial than technical consideration.

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The Service Provider's MIS solution is not based on a traditional software license model but is an on demand 'Software As a Service' system. If the solution is the same at the time of Demobilisation, the Service Provider foresees that this will make it much easier to transfer the same system for the period required.

The Service Provider shall provide MIS Data compliant in quality, completeness and accuracy with the Output Specifications. Where the Service Provider makes Data available for transfer to successor service provider's systems, this uses industry-standard database export schemas and formatting routines (eg Oracle, MS SQL Server, Ascii CSV) and the Service Provider shall provide all reasonable assistance and guidance to facilitate testing, mapping to new use, validation and sign-off.

In addition to structured data in the MIS, the Service Provider recognises that there will be numerous sources of technical Data and Contract information in a variety of standard application formats. For example, Primavera or Microsoft Project programme plans, AutoCAD drawings, GIS maps and documents and reports in Microsoft Word, Microsoft Excel and Adobe PDF. The Service Provider confirms that all Data, including archive Data, useful for historical enquiry into the assets and work carried out will be made available to the Authority.

The Service Provider shall provide assistance for the due diligence and MIS assessment process of any Successor Service Provider as and when appointed. The Service Provider shall make available access to sites, people and equipment (including temporary desk space with internet access if required) to ensure smooth transition. The Service Provider shall coordinate with the Authority and SSP over the contents of the MIS Demobilisation Plan and any additional project management tasks associated with continuity and handover.

Other Electronic Data and Records

The Service Provider shall supply to the Authority all information reasonably required by the Authority in accordance with clause **91.5 (Provisions of Information)** of the Contract, between twelve (12) and six (6) Months prior to the Expiry Date or following a Termination Notice when the Contract is terminated.

This section excludes any data and information relating to the MIS, the transfer of which is covered previously.

The Network Director shall be responsible for ensuring that adequate resources are made available to facilitate the transfer of information. The Service Provider shall develop a detailed programme for Data transfer, and include this in the Demobilisation Plan. The Service Provider shall monitor the progress of the transfer of the Data sets and applications. The Service Provider shall identify key points in the programme for performance reporting.

The Service Provider shall ensure that all systems have individual system management plans and shall check that all system management plans include sections explaining the transfer and close down process. Where systems may be closed down, the Service Provider shall continue their operation for a period of three (3) months after transfer to the Authority or SSP, as a back up to the transfer.

The Service Provider's primary source of Data will be electronic. Where correspondence or other documentation has been scanned, the Service Provider shall consider the electronic copies as the master copy. Where there is a chance that documents only exist in paper form, the Service Provider's Network Manager shall hand these back to the Authority, assisted by the Senior Administrator, as part of the Service Provider's Demobilisation process.

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The Service Provider shall engage a Third Party archive Sub-contractor. The Service Provider shall direct the archive Sub-contractor to hand over records to the Authority at the Expiry Date. Alternatively, and subject to agreement with the Authority and the archive service provider, the Service Provider shall arrange for the archive Sub-contractor to continue to provide the archiving service to the Authority by novating the arrangements to the Authority. The Service Provider shall ensure that records are only stored when they have been catalogued and indexed. The Service Provider shall establish a specific register for the transfer of hard copy Data during the Demobilisation period.

For hard copy storage and soft media archiving, Iron Mountain shall be the Service Provider's preferred provider of Records Management, Data Protection and Recovery, including:

- Storage and ongoing management of files and records
- Fully managed service incorporating retrieval, collection, withdrawal and destruction
- Web enabled access to catalogues and indexes
- General consultancy services in relation to archiving.

The Service Provider has developed hard copy secure data storage solutions for a number of central and local government clients to conform to best practice and legislation including the MOD, Home Office, National Physics Laboratory and Police Service Northern Ireland. See examples below for Transport Scotland:

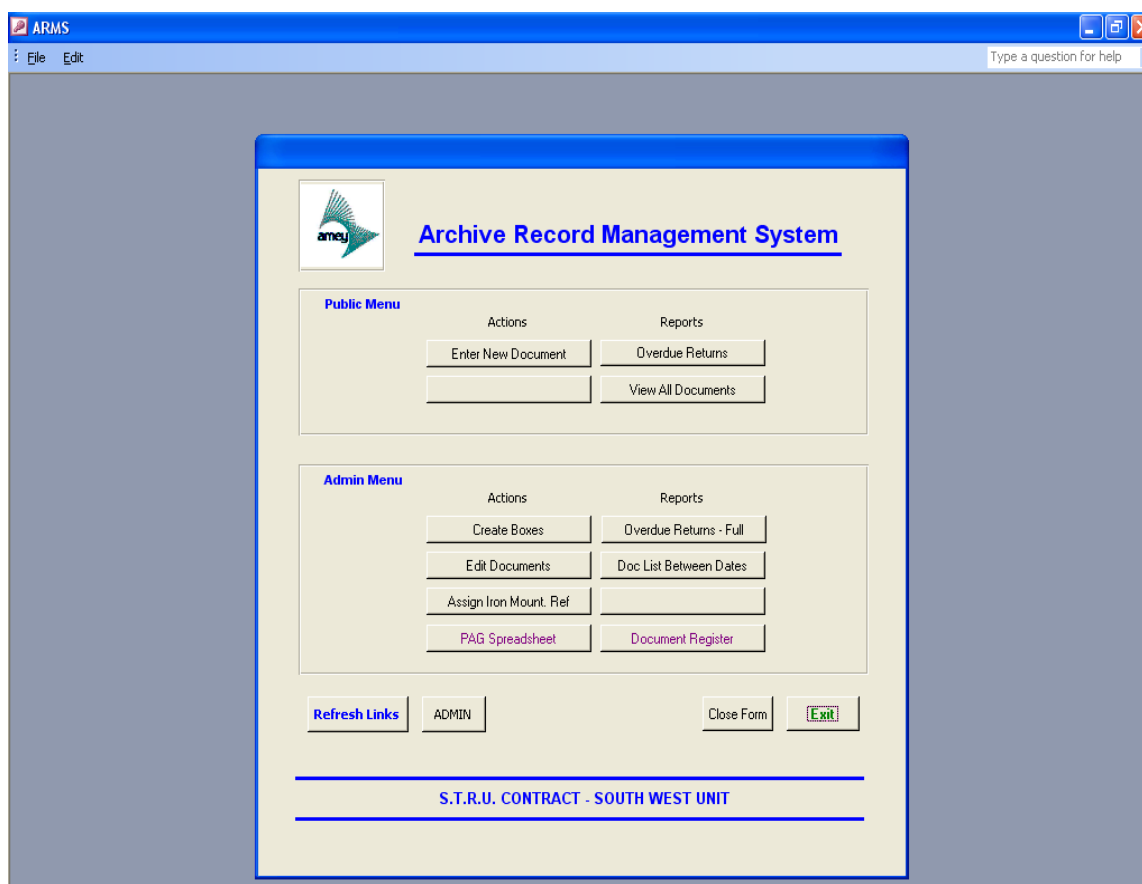


Figure 2.3: Archive Record Management System: Scottish Trunk Roads

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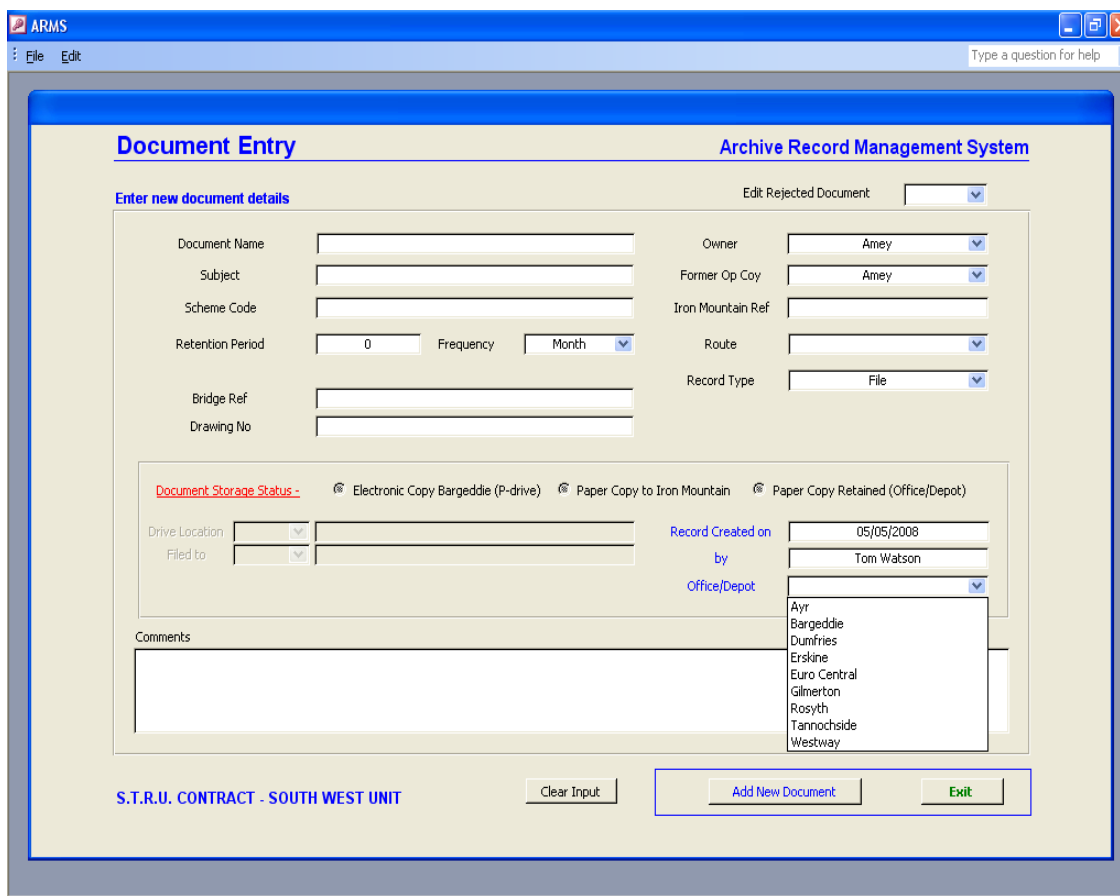


Figure 2.4: Archive Record Management System: Scottish Trunk Roads

The Service Provider shall ensure, notwithstanding the requirements within the Contract to return all Assets at the Termination or Expiry Date of the Contract, that it retains a copy of all documents which relate to or could be relevant to any future Highway Claim, for a period of twelve (12) years from the date of the Termination or Expiry Date of the Contract, in accordance with **Schedule 26 (Administration of Third Party Claims)**.

To complete the process, the Service Provider shall, within twenty (20) Business Days of the Expiry Date or Termination Date, hand over all remaining documentation and information in the power or custody of the Service Provider relating to the design, installation, refurbishment, maintenance and/or replacement of the Project Network, the Project Facilities and the carrying out of the Services to the Authority and/or SSP in accordance with **clause 79.1 (Transfer of Documents)** of the Contract.

Process for the Transfer of all Assets

Service Provider's Vehicles

Where specifically requested as an additional issue by the Authority in accordance with **paragraph 1.3.2 of Schedule 14 (Demobilisation)** or in the event of Termination, the Service Provider shall transfer vehicles or major plant to the Authority at the Expiry Date.

The Service Provider shall keep the Service Provider's vehicles in good condition, and shall ensure they are serviced regularly and that they are legally compliant throughout the Contract.

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The Service Provider shall maintain a list of its vehicles throughout the Project, continually monitoring vehicle utilisation and condition. The Service Provider will also provide the Authority with forward visibility of the fleet replacement programme, and the expected asset age profile upon the Expiry Date.

Planning

The Service Provider's Commercial Director, assisted by the Logistics and Transport Manager and supported by the Service Provider's Fleet Solutions team, shall manage the Demobilisation of the vehicle fleet. The Logistics and Transport Manager shall ensure:

- That arrangements are in place to inspect all vehicles upon the Expiry Date
- The timely removal of all equipment from the Project Network.

The Service Provider shall arrange for additional fleet management staff to join the Demobilisation team during the Demobilisation period, to support vehicle inspections prior to the vehicles being removed from the Project Network.

The Service Provider's Fleet Manager, from its central Fleet Solutions team, shall confirm the precise off-hire dates with the Operations Director. The Fleet Manager shall then plan transportation from Sheffield, including sourcing delivery drivers and low-loaders.

Physical Transfer of Assets

Vehicle Collection

As part of the Demobilisation Plan, the Fleet Manager shall nominate a suitable 'marshalling' area for coordinating all vehicle off-hires.

At the point of off-hire, the Logistics and Transport Manager shall arrange for a formal vehicle off-hire and inspection with the Service Provider's Fleet Manager (from the Service Provider's central Fleet Solutions team), who shall complete the process by signing the Vehicle Inspection Report Form (VIRF). This will indicate agreement of the condition of the vehicle at the time of off-hire.

After signing the VIRF, the Service Provider's Fleet Manager shall update the Fleet Management System (FMS) with the vehicle condition.

The Logistics and Transport Manager shall arrange to remove the vehicle branding prior to vehicles leaving the Project Network.

Compliance

The Service Provider's Performance Manager, assisted by the Fleet Manager, shall remove all vehicles from the Service Provider's Operator's Licence, and request that the Traffic Commissioner also remove the Service Provider's Depots from this Licence.

The Service Provider's Fleet Manager shall remove all Vehicle History Files from the Project and keep them at the Service Provider's Fleet Solutions Team's head office. An electronic copy of all vehicle maintenance will be available through the Service Provider's FMS.

The Business Improvement Manager from the Service Provider's central Fleet Solutions team shall remove all software relating to the Project's Fleet Management System and the vehicle telematics/Masternaut systems.

Termination

The Service Provider acknowledges the requirements of "Assets" part (c) of Schedule 1 (Definitions) to ensure that the Authority has the use of the plant and equipment in the event that the Contract is Terminated. Where required by the Authority, the Service Provider shall make its plant and equipment available to the Authority, to ensure Service resilience, for up to twelve (12) months after the Termination Date.

The Service Provider shall arrange for books and Vehicle History Files to be delivered to a location of the Authority's choice on the Termination Date, or at a time agreed with the Authority.

It shall be the responsibility of the Project Director, supported by the Commercial Director, to facilitate the transfer of any Assets required to deliver the Services following Termination. Acceptance of the plant and equipment, together with appropriate record shall be confirmed by signed receipt from the Authority.

Valuation and Transfer of Assets (Including Materials, Stocks, Consumables, Small Plant and Tools and Fuel)

The Service Provider's Commercial Director shall be responsible for the transfer of Assets, including materials, stocks, consumables, small plant and tools and fuel to the Authority.

The Principal Commercial Manager, assisted by the Commercial DWG, shall make all arrangements for the required transfer of Assets on the Expiry Date, and these arrangements shall be detailed in the Demobilisation Plan.

The Commercial Director shall appoint an expert for the valuation of Assets and agree this appointment and the transfer of Assets process with the Authority.

The Commercial DWG shall identify all Assets (including accompanying documentation, warranties etc) and classify into three categories:

- Assets that shall be transferred automatically to the Authority
- Items that do not constitute Assets and therefore shall not transfer Automatically to the Authority, which the Authority may wish to purchase
- Other items for removal or disposal not required by the Authority or the property of the Service Provider.

The Commercial DWG shall undertake a condition assessment and provisional valuation of all three categories of Assets. These lists will be passed to the Authority for consideration, and the Authority shall notify the Service Provider of which Assets it requires and non-Assets it wishes to purchase and transfer.

The Service Provider's stores Personnel shall tag and label all items for disposal, removal or transfer accordingly.

Legal Transfer of Assets and Process for transfer of legal and practical ownership of assets purchased by the Authority

The Commercial DWG, in conjunction with the appointed expert, shall value all of the Assets and non-Assets and commence the legal documents (including warranties) for the transfer.

Once the value of the Assets and non-Assets and form of the legal documents has been agreed by the Authority, the Commercial DWG shall prepare all documents ready for transfer.

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On the Expiry Date (or Termination Date if instructed) the Operations DWG shall undertake the physical transfer of all agreed Assets and non-Assets and dispose or remove of any Assets not required.

On the Expiry Date (or Termination Date if instructed), the Commercial DWG shall effect the legal transfer of all agreed Assets and non-Assets and raise the invoice for payment of the non-Assets.

On receipt of the Assets, legal documents, warranties and invoice, the Authority will return a signed copy of the transfer documents to the Service Provider and pay the invoice.

Warranties

The Service Provider's Commercial Director shall transfer the benefit of any warranties which exist in relation to any of the Assets and/or the assets which are to be transferred to the Authority, or to offer the appropriate warranties itself in relation to such Assets and/or assets.

5.1 Process for the Transfer of all Returning Employees

Definitions used in this section:

- Transferor – the person who carried out the activities prior to the service provision change
- Transferee – the person who carries out the activities as a result of the service provision change
- TUPE – Transfer of Undertakings (Protection of Employment) Regulations 2006.

The Service Provider shall consult with all employees and their representatives and operate a comprehensive, transparent TUPE process to make the transfer a positive experience. The Service Provider recognises the importance of maintaining a continuously high level of service during this time, and shall therefore focus on maintaining quality Service delivery throughout the Demobilisation period.

The Service Provider shall work with the Authority and the relevant union(s)/employee consultation forum to achieve seamless transfer of employees and to ensure the legal obligations and consultation requirements of TUPE are met. The Service Provider shall undertake ongoing communication with stakeholders to help them to feel engaged during the transition period.

The Service Provider has included in the following paragraphs the procedures and processes the Service Provider shall complete in order to ensure strict compliance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). The Service Provider acknowledges that the TUPE Transfer of Employees becomes effective immediately after the Expiry Date or Termination Date. The Service Provider shall fulfil its obligations to consult with staff, Trade Unions and staff representatives throughout the Demobilisation period. The Service Provider shall provide workforce information as permitted by the Data Protection Act 1998. This shall include the Service Provider providing the Combined Workforce Terms and Conditions to the Authority or SSP eighteen (18) Months prior to the Expiry Date. Upon agreement of the Demobilisation Plan, the Service Provider understands that it shall not be entitled to make any material changes to the Combined Workforce or to the Combined Workforce Terms and Conditions, in the period following the TUPE information release, without the written permission of the Authority.

The Service Provider notes that, in a TUPE-out situation, there are two main stages: HR Demobilisation and HR Transition. The Demobilisation stage covers all people activities connected to the transfer of employees up to two (2) weeks before TUPE occurs. The transition stage covers all activities in the two (2) weeks immediately preceding the transfer.

HR Demobilisation

Establishment of HR Demobilisation Team

Once the requirement for a Demobilisation has been identified, the Service Provider shall establish the HR DWG responsible for all Personnel aspects of the Demobilisation, including the successful TUPE transfer, consultation and communication.

Included as a core part of the team are dedicated TUPE specialists from the Service Provider's Group HR who are experts in Mobilisations and Demobilisations and will provide professional support to the Project regarding TUPE transfers.

To ensure that time is managed as effectively as possible during the consultation period, the Service Provider shall use the Demobilisation toolkit it has developed based on Legislation and Good Industry Practice. This toolkit will provide a platform to fully meet the Service

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Provider's due diligence and consultation commitments, and ensure Service continuity so that individuals affected by the transfer can continue their usual working day with minimal disruption. The Service Provider shall adapt the Mobilisation toolkit according to the Authority's needs to create a bespoke set of activities for each transfer.



Figure 2.5: HR Demobilisation Team

The Service Provider's HR Demobilisation team shall include the HR Manager, Group HR, a payroll specialist (Payroll Liaison Manager) and a Pensions Manager. The HR Demobilisation team will be led by the Project's HR Manager, who shall have overall responsibility for ensuring:

- That the HR Demobilisation plan is achieved and all stakeholders are engaged
- Accurate due diligence information is provided
- Meaningful consultation is completed
- An effective communications plan is delivered
- A Consultation Plan is agreed with the Transferee organisation and Employee Representatives
- Information on measures is obtained from the Transferee and the affected Employees are consulted with on these measures
- That a Training Needs Analysis is conducted six (6) months prior to the end of the contract, and the results are available to the Transferee
- The Transferee HR Manager is kept up-to-date on the progress of the HR Demobilisation at regular intervals.

Group HR will have responsibility for:

- Carrying out the consultation, communication and due diligence activities
- Providing advice on best practice methods for demobilisation
- Managing the Demobilisation Tool kit
- Ensuring all potential equality and diversity issues have been considered and appropriate action plans are put in place.

This additional support will enable the account HR Manager to continue to deal with all 'business as usual' HR activities on the Project, facilitating a seamless transfer.

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The Payroll Liaison Manager shall have responsibility for:

- Ensuring a seamless transfer of payrolls
- Ensuring the timely release of P45 forms for a smooth transition
- Meeting with the Transferees' Payroll department to give them a detailed understanding of payroll rules.

The Pensions Manager shall have responsibility for:

- Providing accurate pensions information to the Transferees
- Establishing the HR Demobilisation team meeting schedule.

The Service Provider shall develop a schedule for all HR meetings, including the frequency and the attendees. As a minimum, this will include:

- HR Demobilisation team meetings
- Demobilisation team updates
- Union meetings (if applicable)
- Transferee updates and meeting schedule with the Transferee HR Transition Manager
- Employee consultative forum meetings
- Individual employee meetings
- Payroll and pensions workshops.

Initial Contact with Transferring Staff

The Service Provider shall agree an approach to the Demobilisation with the Transferee mobilisation team. This approach will cover the following topics:

- Sharing due diligence information
- Consultation, including access to the employees
- Communication
- Measures.

Consultation and Communication

The HR Manager and Group HR shall develop a comprehensive consultation and communication plan for the Demobilisation and Transition periods.

As part of the process of collaborative working with the Transferee, the Service Provider shall agree a timetable for enabling access for the Transferee to consult with the affected employees. The Service Provider shall encourage the Transferee to conduct presentations on their organisation, meet with and consult the employee representatives, and to also meet individually with employees where possible.

Establishment of Employee Consultative Forum

The Service Provider acknowledges that employee representatives play a key role in any TUPE transfer, and the Service Provider values the benefit that they achieve during the process. If no existing Trade Union or Works Council representatives are in place, or if some employees are not covered by existing employee representatives, the Service Provider shall run an election process to appoint appropriate representatives specifically for the transfer, in accordance with Section 14 of the TUPE regulations.

Whether the employee representatives have been specifically elected or are existing representatives, the Service Provider shall require that they attend an independent training course on effective employee representation focusing on TUPE-out situations.

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Once the representatives have been elected, the DWG shall meet with them to agree the approach to the consultation. This consultation shall include the following topics:

- That the transfer is proposed to take place and when
- The reasons for the transfer
- The legal, economic and social implications
- Anticipated measures
- Pensions.

Group Consultation Planning

The Service Provider shall schedule a series of group consultation events, and shall agree the content and timing of these with the employee representatives. The Service Provider shall give due regard to ensuring that these events are planned at times to enable maximum attendance.

The Project Director shall make an initial announcement to all employees affected, covering the events leading up to the end of the Project, so employees are fully briefed on what to expect. This announcement shall include a description of what TUPE is, what their rights are and what it will mean for them. The aim of the announcement is to provide open, transparent communications with the purpose of allaying any fears the employees may have, and to enable a productive service to the end of the Project and beyond the Expiry Date.

The Service Provider shall invite the Transferee organisation to provide presentations on their organisation, and the TUPE transfer.

Employee Meetings

In addition to consulting with the representatives, the Service Provider shall conduct employee meetings with the affected personnel. The Service Provider shall agree scheduling for these meetings in consultation with the employee representatives. The Service Provider confirms that each employee will have the right to be accompanied at the meeting by an appropriate employee representative.

The Service Provider shall develop an agenda for the employee meeting, in consultation with the employee representatives. This agenda will include the following items:

- Briefing on the TUPE process, the employees' rights and what they can expect during the Demobilisation period
- Opportunity to address any concerns or questions regarding the transfer
- Validation of employee information to enable a smooth transfer
- Consultation on any anticipated measures supplied by the Transferee.

The Service Provider shall invite the Transferee organisation to conduct additional employee meetings with the employees in order to fulfil its own consultation responsibilities.

Special Consultation Requirements

The Service Provider shall identify individuals requiring special consultation requirements, such as employees on long-term absence, and put in place suitable arrangements for effective consultation.

Union Engagement

The Service Provider recognises the right of all employees to be members of a Trade Union, and confirms that the Service Provider has a positive record of industrial relations with employees.

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Throughout the lifecycle of the Contract, the Service Provider shall continue to build and maintain positive relationships with any recognised Trade Unions, and shall continue this by consulting with all relevant Trade Unions throughout the transfer process. The Service Provider shall seek to understand and alleviate any issues or concerns the Trade Union representatives may have in respect of the TUPE process.

The Service Provider shall advise the relevant Trade Unions on the content of the proposed staff presentations and the agenda for the individual employee interviews and seek their input to this process.

The Service Provider shall provide details of any collective bargaining agreements and union recognition agreements that may be in place to the Transferee organisation.

As the Demobilisation activities progress, the Service Provider shall continue dialogue and briefing sessions with the Trade Unions to ensure that they remain fully aware of the programme, its status and any issues requiring resolution.

The HR Manager shall have overall responsibility for maintaining sound and effective partnerships with the relevant Trade Unions during the Demobilisation process.

Communication

Throughout the Demobilisation and Transition periods, the Service Provider shall engage in regular communication with the affected employees via their representatives, newsletters, FAQs (in the form of handouts/website/intranet pages) and onsite updates.

The Service Provider shall hold regular question and answer sessions and communicate weekly updates, as well as establishing a feedback method for escalated queries.

The Service Provider shall ensure that face-to-face support is made available for employees whenever it is required, and the Service Provider will also offer an employee Assistance Helpline.

Due Diligence

The Service Provider shall take a proactive approach to due diligence and shall share accurate Data with the Transferee (while adhering to the Data Protection Act principles as per **Clause 91 of the PA**).

On request from the Authority, the Service Provider shall provide accurate Retendering Information.

The Service Provider shall notify the Authority of any material changes to the Retendering Information as and when such changes may arise.

The Service Provider's Demobilisation team shall agree the approach to the transfer of information with the Transferee, and ensure that any updates to the information are provided in a timely manner.

The Service Provider shall share Data as needed, including information that will assist the Transferee to understand the rights, duties and obligations in relation to those employees who will be transferred, for example:

- Information relating to any collective agreements
- Information contained in the statement of employment particulars
- Instances of disciplinary, grievance or legal actions in the previous two (2) years.

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The Service Provider shall validate the information with the employees prior to submitting the data to the Transferee to ensure that the individuals understand which personal details are being shared, and so they have the opportunity to provide any further updates.

The Service Provider will then also validate the information with the Transferee.

The Service Provider shall review any sub-contract staff or temporary workers to establish whether any have a TUPE right. If this is the case, the Service Provider shall provide due diligence information.

The Service Provider's methodical approach to due diligence shall ensure that accurate information is provided in a timely manner to the Transferee, allowing a seamless handover for the employees concerned.

Pensions

The Pensions Manager shall provide accurate information on the Employees' pensions arrangements to the Transferee organisation.

The Service Provider shall invite the Transferee to give pensions briefings to the employees, so that they are able to fully understand the implications of the transfer on their current pension arrangements.

Training and Apprenticeships

The Service Provider shall, throughout the Contract, train staff as appropriate. The Service Provider shall ensure that the Demobilisation Plan details the training skills audit and evaluation that the Service Provider shall carry out on the Transferring Employees, and a timetable for its implementation. Subject to agreement with the Authority, the Service Provider shall also ensure that the Demobilisation Plan sets out the training programme that the Service Provider shall undertake for Authority or SSP personnel, so that they are equipped to manage the Data and systems that are to be transferred.

The HR Manager shall work with the Service Provider's training team to ensure that information regarding the skills and training of individual Transferring Employees is made available in the TUPE data. The Service Provider shall provide the training plans for all staff and shall make sure that these plans show details of the training that each individual has completed, for the Authority or SSP to review.

The Service Provider anticipates that the Authority or any SSP may wish to shadow certain key roles during the period leading up to the Expiry Date or Termination Date (as applicable). Where the Authority notifies the Service Provider that it wishes to follow this practice, the Service Provider shall facilitate the process of job shadowing to provide an efficient and effective transfer of knowledge.

The Service Provider shall use its One HR Self Service System to track and monitor the expiry date of any qualifications, so that employees and managers are alerted and can keep their training up to date.

As an additional measure, six (6) Months before the Expiry Date, the Service Provider shall conduct a review to assess whether all employees are fully trained for their roles and responsibilities. The Service Provider shall make this information available to the Transferee, and shall allow access to the relevant employees in the event that any training is required.

Where employees are enrolled on an apprenticeship scheme at the end of the Contract, the Service Provider shall identify these to the Transferee organisation, including details of their apprenticeship.

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Sub-Contractors

If any Sub-contractors involved in the delivery of Services have staff eligible to Transfer, the Service Provider shall provide contact details for the Sub-contractor so the Transferee is able to liaise with them directly.

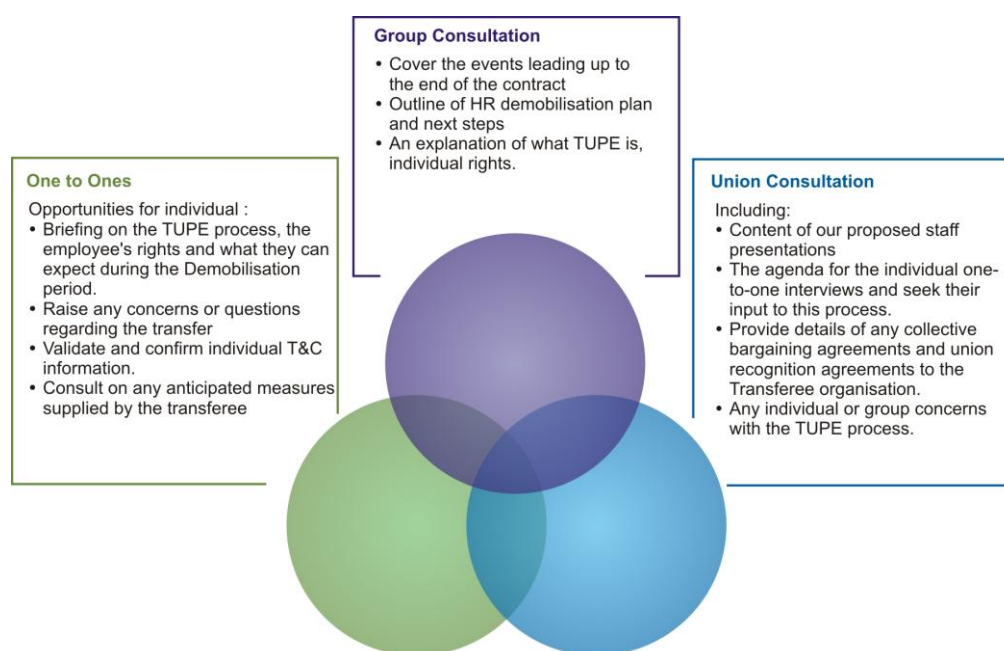
HR Transfer

At the Expiry Date or Termination of the contract the service provider shall fulfil its obligations to consult with staff and Trade Unions on issues such as:

- That the transfer is proposed to take place and when
- The reasons for the transfer
- The legal, economic and social implications
- Anticipated measures
- Pensions.

Figure 2.6 shows the Service Provider's approach to individual, group and union consultation during the Demobilisation period.

Regular newsletters, FAQs and access to the Service Providers Employee Assistance Helpline shall underpin the Demobilisation communication programme.



Amey will engage through additional, news letters, FAQs offer an Employee Assistance Helpline

Figure 2.6: Consultation

Process for Managing any Additional Issues Requested by the Authority

The Service Provider recognises that there may be reasonable additional issues arising that the Authority may specify for inclusion in the Demobilisation Plan. The Authority may issue notice in accordance **with paragraph 1.3.5 of Schedule 14 (Demobilisation)** of the Contract specifying additional issues to be covered in the Demobilisation Plan.

The Operations Director shall be responsible for facilitating the inclusion of any agreed additional issues in to the Demobilisation Plan and implementing them accordingly.

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On notification of an additional issue from the Authority, the Operations Director shall discuss the issue with the Demobilisation Steering Group and prepare an appraisal report for the Demobilisation Steering Group. The Steering Group shall review the matter and nominate a lead manager to draw up a proposal.

The lead manager shall prepare a proposal, referring to the HR Business Manager for resources and training and the Commercial Director for any costs.

The Senior Planner shall then identify when the issue can be delivered according to the Demobilisation Plan.

The lead manager shall then prepare a final report and refer the matter to the Steering Group for approval. Once approved, the Operations Director shall discuss the proposal with the Authority to achieve its approval.

Once approved by the Authority, the Senior Planning Manager shall incorporate the issue in the Demobilisation Plan, and the Operations Director shall ensure it is implemented at the appropriate time.



6.1 Obligations of the Service Provider

The obligations of the Service Provider are detailed in [paragraph 2 of Schedule 14 \(Demobilisation\)](#).

The Service Provider's Project Director shall ensure that all staff and Sub-contractor staff provide access to the Authority or any Authority party to:

- Any of the Work Sites for the purposes of verifying any matter relating to the Demobilisation Plan and carrying out any assessment, valuation, or inspection to any of the Assets and/or the assets to be transferred to the Authority
- Any of the Returning Employees for the purposes of providing any training or giving or obtaining any information as the Authority requires (acting reasonably).



7.1 Liaison and Cooperation

The Project Director shall be responsible for making available the relevant staff to facilitate the implementation of the Demobilisation Plan. The Project Director shall also make available the Senior Management Team (SMT) or other appropriate staff as agreed with the Authority for the provision of ongoing support in accordance with **paragraph 3 of Schedule 14 (Demobilisation)** and **clause 77.8** of the Contract. The appropriate people identified by the Project Director for ongoing support, shall be made available during the Demobilisation period and the final six (6) months of the Term and for such period as the Authority shall require (acting reasonably) following the Expiry Date or Termination Date, whichever is sooner.

The Service Provider shall cooperate with the Authority to allow it to deliver the ongoing services with a smooth hand-over of the Project Network, Assets and Services.

This Service Provider shall liaise with the Authority's Representatives, SSP or Third Party nominated by the Authority concerning the transfer of the Services, providing assistance and advice (**clause 77.8**), allowing all reasonable requests for access to information and the Project Facilities (**clause 77.2 and 77.3**).

The Service Provider shall aid the smooth transition of Services by providing information concerning the Services to the Authority and/or any SSP that is required for the efficient transfer of responsibility for **performance clause 77.2 and 77.3** and also transfer the rights and title to, and interest in and to, the Project Assets, to the Authority with effect from the Expiry Date, as set out in **PA clause 77.6**.

The Service Provider's duty of cooperation shall include:

- Ongoing support to the Authority in the form of such meetings, data, documents, records and site visits as the Authority shall require (acting reasonably)
- The appointment of any expert in order to determine any matter arising, including the valuation of assets as the Authority shall require (acting reasonably)
- Any other cooperation as the Authority shall require (acting reasonably).

Following the Expiry Date or Termination Date (as applicable), the Service Provider shall continue to offer appropriate ongoing cooperation and support to the Authority and SSP for a period of six (6) months or such period as the Authority shall otherwise specify, for a maximum period of twelve (12) months, to ensure a smooth handover of the Project Facilities, Project Network and the Service.