

**STERIA CONTRACT EXTENSION – TRANSITION SCHEDULE**

1. As at the 1C4W Effective Date, the parties have agreed a high level 1C4W Transition Plan. The Contractor shall, at the 1C4W Effective Date provide the Authority with a more detailed copy of the 1C4W Transition Plan. The Authority shall review this version of the 1C4W Transition Plan within 10 Working Days of receipt and inform the Contractor as to whether or not it believes the 1C4W Transition Plan is detailed enough to enable 1C4W Transition and the Contractor shall consider the Authority's comments.
2. The 1C4W Transition Plan sets out the 1C4W Transitional arrangements required of each of the parties and each party shall comply with its obligations set out in the 1C4W Transition Plan so as to achieve the efficient transfer of responsibility for migrating the Services to the Contractor. The Contractor shall progress and perform the 1C4W Transitional Services efficiently at all times during 1C4W Transition such that they are completed by the Commencement Date. To the extent (if any) that the 1C4W Transition Plan is incomplete, the parties shall use all reasonable endeavours to ensure that such transfer is undertaken with the minimum disruption to the Authority under the supervision and instruction of the Authority Representative (or any other person designated by the Authority).
3. The Contractor's rights to payment for carrying out 1C4W Transition Services are comprehensively set out in Schedule 13.
4. Each party's Representative shall oversee 1C4W Transition. They shall agree upon, execute and monitor the implementation of the 1C4W Transition Plan.
5. The Contractor's Representative will be responsible for:
  - 5.1.1 managing the Contractor's 1C4W Transition activities;
  - 5.1.2 developing and maintaining the 1C4W Transition Plan; and
  - 5.1.3 seeking confirmation that the Authority's Representative is satisfied with the Contractor's performance of the 1C4W Transition activities in accordance with the 1C4W Transition Plan or, to the extent that the Authority's Representative is dissatisfied, ascertaining the reasons for such dissatisfaction and discussing the most appropriate way to cure such dissatisfaction.
6. The Authority's representative will be responsible for collaboration of the relevant district council representatives to enable the Contractor to fulfil its 1C4W Transition Services, provided always that all requests on the districts are reasonable and requested within an agreed timescale.
7. The parties shall meet and/or liaise at least once a week (unless otherwise agreed) during 1C4W Transition to review the status of the 1C4W Transition activities and to enable the Authority to determine whether the Contractor is complying with the 1C4W Transition Plan and whether the 1C4W Transition Plan needs to be adjusted. The Authority will also take due notice of any representations made by the Contractor to the effect that the Authority has not performed its part of the 1C4W Transition Plan.

8. If, without being relieved of liability therefore by operation of this Agreement, the Contractor fails to fulfil any obligation by the date specified in the 1C4W Transition Plan for such fulfilment, the Contractor shall at the Contractor' cost, without prejudice to the Authority's other rights and remedies, arrange all such additional resources and other items, as are necessary to fulfil the said obligation and shall fulfil the obligation as early as practicable thereafter at no additional charge to the Authority.
9. If the Authority incurs additional costs or expenses directly and necessarily as a result of the failure of the Contractor to fulfil its obligations as set out in the 1C4W Transition Plan (without being relieved of liability therefore by operation of this Agreement) which results in a delay in the migration of any of the Services to the Contractor then the Contractor shall be liable for such additional costs and expenses and shall fully recompense the Authority for such costs or expenses, unless otherwise agreed between the parties in writing.

<b>Transition Charges</b>			
<b>Milestone</b>	<b>Criteria</b>	<b>Transition Charges</b>	<b>Proposed Date</b>
1C4W Effective Date	highlevel 1C4W Transition Plan Agreed detailed 1C4W Transition Plan delivered Service Catalogue agreed Definition of agreed minimum Services at 1C4W Service Commencement Date		19/01/09
Approved Detailed Transition Plan	The Authority accepts the final 1C4W Transition Plan		02/02/09
Service Readiness for 1C4W Service Commencement Date	Test Success Criteria for 1C4W Service Commencement achieved		17/03/09
Service Readiness for all Services	Test Success Criteria for all Services achieved		17/06/09
Transition Completed	Project closure agreed for 1C4W Transition		1/08/09
<b>TOTAL</b>		<b>£671,000</b>	

## Definitions

1C4W Service Commencement Date	the date on which the 1C4W Services start, being 1 April 2009
Service Catalogue	Is the document which defines the scope of Services to be delivered from 1C4W Service Commencement date.
1C4W Effective Date	the date on which this Agreement is signed by both parties