

SCHEDULE 10

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1. Service of Notices

- 1.1 On the Expiry Date or Termination Date (if earlier), each element of the Facilities shall be in a condition which is consistent with the condition described in Part 2 of this Schedule 10 (the "**Handback Requirements**").
- 1.2 During the period commencing not less than twenty-four (24) months and not more than thirty-six months (36) prior to the Expiry Date or where applicable immediately following a notice of termination served pursuant to this Agreement, InfraCo and the TCIG Representative shall conduct a joint inspection of the Facilities.
- 1.3 Within sixty (60) Working Days after the completion of the inspection referred to in paragraph 1.2 of Part 1 of this Schedule 10 (other than following a notice of termination served pursuant to this Agreement), if it is found that any element of the Facilities is not in a condition consistent with the Handback Requirements, InfraCo shall forthwith provide to the TCIG Representative:
 - 1.3.1 InfraCo's proposal as to the construction works and/or maintenance works (if any) (the "**Handback Works**") required to be carried out in respect of the Facilities in order to procure that the Facilities will, on the Expiry Date, satisfy the Handback Requirements;
 - 1.3.2 in the case of an inspection carried out prior to the Expiry Date InfraCo's proposed programme ("**Handback Programme**") for the carrying out of the Handback Works over the remainder of the Project Term and such Handback Programme shall describe the total works to be carried out and the method of carrying out such works during the overall period in which the Handback Works are to be executed; and
 - 1.3.3 InfraCo's estimate of the cost of carrying out the Handback Works (the "**Handback Amount**").

2. Comments on Notices

The TCIG Representative may, within twenty (20) Working Days after receipt of the details set out in paragraph 1.2 of Part 1 of this Schedule 10 from InfraCo, raise comments on the proposed Handback Programme and Handback Works and Handback Amount.

3. **Carrying out of Handback Works**

3.1 On agreement or, failing agreement determination in accordance with the Dispute Resolution Procedure, of the Handback Works, the Handback Programme and/or the Handback Amount (as the case may be), InfraCo shall procure that the Handback Works are carried out in accordance with the Handback Programme. InfraCo shall carry out the Handback Works at its own cost notwithstanding that the actual cost of the Handback Works may be higher than the Handback Amount.

3.2 InfraCo shall within twenty (20) Working Days of the agreement (or determination in accordance with the Dispute Resolution Procedure) of the Handback Works, Handback Programme and Handback Amount and/or the Revised Handback Amount (as that term is defined in paragraph 4.5.2 below), if required by the TCIG Representative, procure the provision of a bond (the "**Handback Bond**") in favour of TCIG for an amount equal to the Handback Amount or the Revised Handback Amount (as the case may be) from a bank or insurance company authorised to carry out business in the United Kingdom, North America or the Caribbean.

3.3 InfraCo shall carry out the Handback Works to the satisfaction of the TCIG Representative in accordance with Good Industry Practice and in accordance with the Handback Programme so as to meet the Handback Requirements.

3.4 Notwithstanding:

3.4.1 the agreement of the TCIG Representative to any Handback Works, the Handback Programme or the Handback Amount;

3.4.2 the participation of the TCIG Representative in any inspection under Part 1 of this Schedule 10; and/or

3.4.3 the complete or partial carrying out of the Handback Works,

InfraCo shall not be relieved or absolved from any obligation to conduct any other inspection or to perform any other works in accordance with this Agreement.

4. **Completion of Handback Works**

4.1 Not later than twenty (20) Working Days before the Expiry Date, InfraCo and the TCIG Representative shall conduct a joint inspection of each Facility. Such inspection shall confirm whether or not the condition of the Facilities is in accordance with paragraph 1 of Part 1 of this Schedule 10.

4.2 On, or within twenty (20) Working Days after, the Expiry Date the TCIG Representative on behalf of the TCIG shall either:

- 4.2.1 issue to InfraCo a Handback Certificate and shall release the Handback Bond to InfraCo and issue a letter of discharge and irrevocable consent to release to the issuer of the Handback Bond; or
 - 4.2.2 notify InfraCo of its decision not to issue the Handback Certificate stating the reasons for such decision.
- 4.3 Any notice given by the TCIG Representative (on behalf of TCIG) in accordance with paragraph 4.2.2 of Part 1 of this Schedule 10 shall set out each respect in which the Handback Works have not been completed or the Facilities do not comply with the Handback Requirements and shall state the TCIG Representative's estimate of the cost of procuring that the Facilities comply in all respects with the Handback Requirements.
- 4.4 InfraCo may, within ten (10) Working Days after receipt of the notice given in accordance with paragraph 4.2.2 of Part 1 of this Schedule 10 by notice to the TCIG Representative, object to any matter set out in the TCIG Representative's notice. The notice from InfraCo shall give details of the grounds of such objection and shall set out InfraCo's proposals in respect of such matters.
- 4.5 If no agreement is reached between InfraCo and the TCIG Representative as to any matter referred to in the notice given by InfraCo in accordance with paragraph 4.4 of Part 1 of this Schedule 10 within ten (10) Working Days of receipt of that notice by the TCIG Representative, then either InfraCo or the TCIG Representative may refer the matter for determination in accordance with the Dispute Resolution Procedure as to:
 - 4.5.1 whether the Facilities comply in all respects with the Handback Requirements; and/or
 - 4.5.2 where the Facilities do not comply in all respects with the Handback Requirements, the estimated cost of procuring that the Facilities will comply in all respects with the Handback Requirements (the "**Revised Handback Amount**").
- 5. If it is agreed or determined in accordance with the Dispute Resolution Procedure that the Facilities do not, at the Expiry Date, comply in all respects with the Handback Requirements, InfraCo shall pay to TCIG an amount equal to the Revised Handback Amount. Such payment shall be made not later than ten (10) Working Days after the Revised Handback Amount has been agreed or determined and, upon such payment being received by TCIG, the TCIG Representative shall issue the Handback Certificate, return the Handback Bond to InfraCo and issue a letter of discharge and irrevocable consent to release to the issuer of the Handback Bond.

Part 2: Handback Requirements

1. On the Expiry Date or Termination Date (as appropriate), each element of the Facilities shall be in a condition which is:
 - 1.1 consistent with due performance by InfraCo of the FM Service Level Specifications, the FM Strategy and Life Cycle Cost Model as respectively set out in Parts 3(a), 3(b) and 3(c) of Schedule 3 (Service Requirements);
 - 1.2 consistent with the Facilities having been designed and constructed in accordance with Good Industry Practice in relation to the applicable design life of all relevant components of the fabric and equipment comprising the Facilities as specified in the Work Stipulations;
 - 1.3 consistent with due performance by InfraCo of its InfraCo Obligations;
 - 1.4 without prejudice to paragraphs 1.1 to 1.3 inclusive above, the overall condition of the Facilities and any relevant equipment comprising the Facilities (excluding the Ringfenced Equipment) shall be to a standard which is, as a minimum, in accordance with the requirements set out for "Condition B" as described in the "NHS Estatecode (Essential Guidance on Estates and Facilities Management)" published by NHS Estates (an executive agency of the Department of Health of the Government of the United Kingdom) and which is sound, operationally safe and exhibits only minor deterioration, such that only normal repair, and no unscheduled capital expenditure are required,

(together, the "**Handback Requirements**").

Part 3: Outline Exit Plan

The Exit Plan will be a planned procedure setting out details of all information, actions and assistance required to facilitate a successful and smooth transfer of responsibility for the provision of the Services to TCIG or a replacement provider.

The Exit Plan is to be supplemental to the Handback Procedure.

The following matters are to be included by each Relevant Provider in the detailed Exit Plan to be prepared and developed by both Relevant Providers, to the extent of their Provider Obligations, in accordance with clause 36.11.2 of this Agreement. This list is for guidance only and is not intended to be exhaustive and, unless otherwise expressed to apply solely to ClinCo or InfraCo, the list applies only in respect of each Relevant Provider to the extent of its Provider Obligations:

- In respect of ClinCo only, detailed procedures for handover of ongoing patient care and complaints.
- Staff: List of all Staff employed or engaged by each Relevant Provider in connection with the discharge of its Provider Obligations and any of their Relevant Provider Parties involved in providing the Services, together with terms of employment, roles, responsibilities and authority of such Staff.
- Transfer of Contracts: plans for the assignment or novation of any third party contractual rights.
- Training plans for training which may be necessary to provide to any replacement staff.
- During the period of twelve 12 months prior to the date of expiry or termination ("**Exit Assistance Period**") the following are to be provided:
 - Access to Staff : Arrangements for any potential replacement provider to be provided access to Staff employed or engaged by each Relevant Provider in connection with the discharge of its Provider Obligations and any of its Relevant Provider Parties involved in provision of Services, including access to the records of such Staff.
 - Access to Patient Data and Patient Records.
 - Access to Staff of each Relevant Provider Party involved in the provision of Services and all relevant information relating to such Staff.
 - Co-operation with replacement provider to provide replacement service.

- Provision for short term extension of Agreement on terms to be agreed between the parties (or, in default of agreement, on the existing terms of this Agreement subject to appropriate adjustments to payment provisions to reflect the cost and value of services provided (any such adjustment to be agreed between the parties) for consecutive periods of 6 months up to a maximum of 24 months in total to facilitate handover.
- Each Relevant Provider not to substantially move its Staff from provision of Services during the Exit Assistance Period.
- System Information: documentation and delivery of systems support profiles, monitoring or system logs, written procedures/process maps.
- Procedures for agreeing, developing and updating Services.
- Preparation and agreement of inventory of Non-Ringfenced Equipment and Ringfenced Equipment for transfer to TCIG.
- In respect of ClinCo only, preparation of inventory of clinical supplies, and consumables and management plan to cover rundown and transfer of same.
- No later than 3 years prior to the Expiry Date a list of all Ringfenced Equipment and Non-Ringfenced Equipment setting out its age, condition, services history and any other relevant information shall be provided and thereafter updated on an annual basis.