# Municipality of Anchorage Contract Agreement For Digital Evidence Collection and Management Suite

MOA CONTRACT #:

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# **CONTRACT AGREEMENT**

# **PURCHASE ORDER #**

# CONTRACT AGREEMENT FOR DIGITAL EVIDENCE COLLECTION AND MANAGEMENT SUITE

# WITH

# (CONTRACT COMPANY NAME HERE)

In consideration of the mutual promises herein, ANCHORAGE and [Insert Company Name] agree as follows. The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this contract or change order, the inconsistency shall be resolved by giving precedence in the following order: Contract, Contract Schedules/Appendices, Contract Amendments, RFP, PROPOSAL TO RFP.

This contract consists of:

Part I, Special Provisions

Part II, General Contract Provisions

Appendix A: Price List

Appendix B: Project Scope of Work

Appendix C: Exit Plan

# 1.0: SPECIAL PROVISIONS

# 1.1: DEFINITIONS

In this contract:

- A. "Administrator" means the Anchorage Police Department Director or his/her designee.
- B. "Anchorage" means the Municipality of Anchorage.
- C. "Contractor" means CONTRACTOR COMPANY NAME HERE

### 1.2: SCOPE OF SERVICES

- A. The Contractor shall perform professional services in accordance with Project Scope of Work which is attached hereto and incorporated in this section by reference
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

#### 1.3: TIME FOR PERFORMANCE

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. This Contract will remain in effect for five years from the Effective Date of this agreement with two 1-year options to renew with the same terms and conditions.

# 1.4: COMPENSATION; METHOD OF PAYMENT

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor a not to exceed amount of <u>Insert dollar amount for</u> services for the term of this contract in accordance with this section.
- B. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- C. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

#### 1.5: TERMINATION OF THE CONTRACTOR'S SERVICES

The Contractor's services under Section 1.2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.

For cause, by either party where the other party fails in any material way to perform its obligations under the contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate with reasonable specificity of the grounds, and the other party fails to cure the default within the later of (i) thirty (30) days after receiving the notice or (ii) in the case of matters other than payment, an additional 60 days so long as the non-performing contractor can demonstrate that it is making diligent efforts to cure. Failure to cure within such sixty (60) day period may result in termination upon final notice only by the performing party. The parties may mutually agree to extend the cure period by written consent with a specified cure period.

#### 1.6: DUTIES UPON TERMINATION

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for (i) the services rendered and goods delivered prior to terminations (with services being pro-rated if applicable), and (ii) any stranded cost (including license fees, and subcontracts or other unrecoverable amounts and excluding costs of Contractor personnel) reasonably incurred or to be reasonably incurred by <a href="Insert company name">Insert company name</a> as a result of the termination. Payment under this subsection shall never exceed the total compensation allowable under Section 1.4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage to the extent the final version thereof would become the property of Anchorage had the contract not been terminated.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for the services rendered and goods delivered prior to the termination (with services being pro-rated if applicable) less any direct damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of Anchorage at its option to the extent the final version thereof would become the property of Anchorage had the contract not been terminated.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, the Contractor shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. In a termination for material failure of the Contractor to perform, the Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator to the extent the final version of any documents (including records and work product) would become the property of Anchorage had the contract not been terminated.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.
- F. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.
- G. Exit Plan: The Contractor shall comply with the guidance specifically described in an attachment to the relevant Statement of Work, as applicable.

# 1.7: INSURANCE

A. The Contractor shall maintain in good standing, for the entire period of the contact, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

- B. The Contractor shall provide the following insurance:
  - 1.) \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
  - 2.) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.
  - 3.) Commercial General Liability including:

\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$5,000 Medical Payments

- 4.) Professional liability insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate
- 5) Cyber/Privacy Liability insurance with limits not less than \$5,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
- C. Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.
- D. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the MOA on policy cancellation it shall be the contractor's responsibility to notify the MOA of such cancellation.
- E. With the exception of Workers Compensation and Professional Liability each policy shall name The Municipality as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- F. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.
- G. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.

- H. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Municipality requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Municipality.
- I. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the Municipality is an additional insured on insurance required from subcontractors.

# 1.8: ASSIGNMENTS

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give Anchorage the right to immediately terminate this contract without any liability for work performed.

# 1.9: OWNERSHIP; PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Except as otherwise provided herein, all data, documents and materials produced by the Contractor and that are identified as deliverables to be provided to Anchorage under this contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Anchorage shall not obtain any ownership, distributions, or publication rights of the underlying intellectual property such as trademarks, patents, and business processes which shall remain the property of the *Insert company name* or its vendors.

# 1.10: NOTICES

Any notice required pertaining to the subject matter of this contract shall be mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage

Anchorage Police Department

716 W. 4th Ave.

Anchorage, AK 99501

Contractor: (contractor Name and address here)

Notices are effective upon the earlier of receipt, or five (5) days after proof of proper posting.

# 1.11: FORCE MAJEURE

- A. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from timely performing those obligations, on condition that it complies with its obligations under sections D.
- B. For purposes of this agreement, a Force Majeure Event means, with respect to a party, an event or circumstance (i) that was unforeseeable; (ii) that was not caused by that party or those for whom that party is responsible; and (iii) that could not have been avoided by the party or those for whom the party is responsible by the exercise of due diligence or reasonable efforts.
- C. In addition, a Force Majeure Event shall not include (i) a strike or other labor unrest that affects only one party; (ii) an increase in price except for imposition of extraordinary tariff; (iii) a change of law; (iv) market and economic conditions affecting the availability, supply or cost of labor, equipment, materials, tools or supplies; (v) a court or administrative order that applies only to the affected party, its related entities, or to those for whom that party is responsible; or (vi) events arising out of the Covid-19 pandemic, including but not limited to resource availability, delays, travel restrictions, and costs of quarantine.
- D. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall notify the other party in writing within seven calendar days of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall provide written weekly updates. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to protect and preserve previously performed work or services, and to resume its performance under this agreement.
- E. If the Contractor is the non-performing party, the Municipality may elect to continue with payments or to stop payments for any work not yet performed or completed. If the Municipality is making payments during the Force Majeure, the Contractor shall have no right to terminate.
- F. If the Contractor is the non-performing party, the Municipality may elect to terminate the contract upon 60 days' notice. Irrespective of any extension of time, either party may give the other a notice of termination after 180 days from date of first notice under section D. above.
- G. If Contractor is the non-performing party, Contractor shall only be entitled to an extension of time and not any costs or damages resulting from Force Majeure events or delays.
- H. Notwithstanding termination provisions set forth elsewhere in this agreement, the above provisions shall control in the event of a Force Majeure.

#### 1.12: FINANCIAL MANAGEMENT SYSTEM

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Maintains separate accounts for all revenues and expenditures, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- D. Allocates administrative costs;
- E. Minimizes the time between receipt of funds from Anchorage and their disbursement by the Contractor;
- F. Provides accounting records supported by source documentation;
- G. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

# 1.13: FUNDING REQUIREMENTS

In the event that any funding source for this contract should impose additional reporting or use requirements upon Anchorage, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage If said requirements increase the SOW the parties will negotiate an adjustment to the SOW scope and pricing.

# 1.14: SUBCONTRACTS

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval (not to be unreasonably withheld) by the Administrator before it is executed by the Contractor. Pricing may be omitted as confidential information from the subcontract that is submitted for review.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract the information required for contractor to comply with its reporting obligations under this contract.

#### 2.0: GENERAL CONTRACT PROVISIONS

# 2.1: RELATIONSHIP OF PARTIES

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

#### 2.2: NONDISCRIMINATION

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability", as that phrase is defined in the Americans with Disabilities Act of 1990. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, mental or physical disability, sexual orientation or gender identity. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, sexual orientation or gender identity, or mental or physical disability.
- C. The Contractor shall comply with any and all reporting requirements of the Anchorage Office of Equal Employment Opportunity.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or Contractor of the Contractor under this contract.
- E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

# 2.3: PERMITS, LAWS AND TAXES

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

#### 2.4: NON-WAIVER

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

#### 2.5: AMENDMENT

- A. This contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor: CONTRACTOR NAME & AUTHORITATIVE POSITION (OR APPROVED SESIGNEE)

Anchorage: Mayor, Municipal Manager or Approved Designee

C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

# 2.6: JURISDICTION; CHOICE OF LAW

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

### 2.7: SEVERABILITY

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

# 2.8: LITIGATION

THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, ACTIONS, PROCEEDING, OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

# 2.9: INTEGRATION

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

#### 2.10: WARRANTY

Contractor warrants that the services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services; that work will be free from errors and from defects in workmanship and materials; and that deliverables and Products shall conform to the specifications. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to Anchorage.

### 2.11: LIABILITY

A. In no event will the aggregate liability of either party, regardless of theory of liability, exceed an amount which is the greater of (1) \$100,000, or (2) twice the contract amount.

B. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST

REVENUES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 2.12: INSPECTION AND RETENTION OF RECORDS

The Contractor shall, at any time during normal business hours and no more frequently than once annually, make available to Anchorage, for examination, all of its records (excluding the Audit Exclusions below) with respect to all billing and civil rights matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices to Anchorage, materials, and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section. The above audit rights do not entitle Anchorage or its representatives to have access to: (i) information of other customers of Contractor; (ii) information concerning Contractor's internal charges; (iii) except for information required to be disclosed pursuant to Section 1.14, "Subcontracts", information relating to Contractor's procurement practices, except as to civil rights compliance; (iv) privileged information; (v) personal information about Contractor's personnel; or (vi) any internal audit of Contractor (collectively the "Audit Exclusions"), except as to civil right compliance. Any such audit shall occur at Contractor's place of business, or alternatively, records shall be provided digitally. Each party agrees to pay for its own routine costs of such audit. In the event of an audit involving non-routine costs, Anchorage shall be responsible for covering such non-routine costs. "Routine" costs shall be understood to mean all costs associated with audit requests that can be compiled, redacted, and provided by Contractor in a single (1) business day.

# 2.13: AVAILABILITY OF FUNDS

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE	CONTRACTOR		
Mayor, Municipal Manager or Approved Designee	(Contractor Signature)		
Date:	Name:		
	Title:	_	
	Date:	_	
	IRS Tax Identification No.:		
	Tax Status: Taxable [ ] Non-Taxable	[ ]	
Michael Kerle, Chief of Police, Anchorage Police Department	:		
Date:			

# APPENDIX A: PRICE LIST

Vendor negotiated Price list for the Schedules submitted will be included here.

# APPENDIX B: PROJECT SCOPE OF WORK

A copy of the Scope of Work will be inserted here.

# APPENDIX C: EXIT PLAN

# EXIT PLAN

The Exit Plan defines what is required when completing an orderly transition from the contractor to the Municipality of Anchorage (MOA), its Affiliates and/or the New Provider, following termination or expiration of the Agreement regardless of the cause.

The Contractor is defined as the Contractor or firm that signed the MOA Master Services Agreement, and/or Statement of Work that this Exit Plan is attached to.

# 1.0: RESPONSIBILITIES AND TIMETABLE

This section defines who is responsible for managing the implementation of the exit plan components such as the Transition and the Disentanglement plan, as well as other requirements identified in the disentanglement plan.

#### Transition Plan:

The Parties agree that the Municipality of Anchorage (MOA), working with the New Provider, if applicable, will be responsible for developing and implementing the overall Transition Plan to move the Services to the MOA and/or the New Provider. If the transition includes a change of or transition to a new architecture, the Transition Plan will address moving the services to the new architecture and any unique or different aspects of the new architecture. The Transition will also address any unique or different agreed upon aspects of the Services provided by the new provider and the transition roles of the MOA and the new Provider.

# Disentanglement Plan:

As soon as possible, but within five calendar days after the Disentanglement Period commences, the Parties will meet to begin planning for the transition of the Services to the MOA or the New Provider, as applicable. In collaboration with the MOA, and at the MOA's request, the Contractor will develop a Disentanglement Plan that complements the Transition Plan with respect to the activities that are required of the Contractor

to support the execution of the Transition Plan. The Contractor will update the Disentanglement Plan, as reasonably requested by the MOA, to reflect updates to the Transition Plan.

- The Disentanglement Plan shall, among other things:
  - o Provide a detailed program (including a timetable with milestones, processes and critical controls) for the transfer of the provision of the Services from the Contractor to a New Provider, or back to the MOA, in coordination with the Transition Plan.
  - o Show that the Contractor has identified the management structure and developed a plan to execute the Disentanglement Plan.
  - o Provide details of Contractor personnel and other resources that will provide Disentanglement Services, including a list of Contractor subject-matter experts and other personnel who will be engaged within 10 days of starting the Disentanglement Period.
  - o Specify the scope and extent of the Contractor's obligations with regard to the relevant handover activities and the required Contractor resource profiles to support the relevant handover activities.
  - o List any obligations of the MOA and/or the New Provider that are necessary for the proper and timely execution of the Disentanglement Plan.
  - o Identify the documents or knowledge base elements that are to be delivered to the MOA and/or the New Provider during the handover process.

Human Capital Management (HCM) Plan (Allocation of Resources):

- Critical Service Resources: As soon as it is practical to do so after the start of the Disentanglement Period, the MOA will identify which of the Services it requires the Contractor to perform throughout the Disentanglement Period ("Critical Services"), and the MOA shall designate whether it wishes the then-current Service-Level Requirements to be met until the end of the Disentanglement Period.
- Other Service Resources: The Contractor shall identify from among the Contractor's personnel and/or resources providing the Services at that time, those Contractor personnel and/or resources that are:
  - Required to continue to ensure that the Critical Services are performed in accordance with the Service-Level Requirements.

- o Not required under the previous bullet point here, and therefore, available to perform other services and the activities required during the Disentanglement.
- Resource availability: The Parties will jointly agree on how many required and not required available Contractor personnel and resources identified under the bullet points mentioned above will be allocated.
- Additional required resources: The Parties will further agree on which additional resources they
  may require during the Disentanglement Period that apply to payment of Disentanglement
  Services.
- O Additional participation: In addition to the Transition Plan and the Disentanglement Plan, the Contractor acknowledges and agrees that, in addition to the activities documented in the Disentanglement Plan, the Contractor will participate in the following transition subplans, when appropriate, and when the MOA reasonably requests the Contractor to do so:
  - Communications plan
  - HCM plan
  - Technical transition
  - Functional transition (Knowledge Transfer)
  - Relationship management plan
  - Contract management plan
  - Asset management plan
  - Financial management plan
  - Security management plan
  - Risk management plan
- Transition of services timetable: All dates in the timetable will relate to days or weeks prior to, on, or after the Termination Date:
  - The transition milestones (the transition from the Contractor to the MOA and/or the New Provider), identifying dates, events and entry and exit criteria to be met for completion of the transition. The entry and exit criteria shall be the responsibility of the MOA, where both the Contractor and the New Provider shall provide all relevant input in regard to the transfer of all responsibilities from the Contractor to the New Provider.

- o All exit criteria shall be defined in SMART (specific, measurable, agreed, realistic, timebound) terms. These can include metrics for budget and exit milestones.
- When the Exit Criteria are met and Organization has signed off on the Exit Criteria, the New Provider will carry the full responsibility for the Services that are covered by the respective Exit Criteria.
- Exit Criteria will include all Dependencies on the MOA, Contractor, New Provider and third parties to optimize the Transition of Services.
- o The time frame in which the Contractor must provide and make available the data (including net book value data) and assets that will be handed over, so that the MOA can inspect them.
- The time the MOA and the New Provider must take to review data, as well as inspect, receive and purchase assets, including due diligence.
- The timing for transfer of personnel activities
- o The timing and obligations of third parties that will need to be involved in the transfer of the Services.

# 2.0: KNOWLEDGE TRANSFER AND DOCUMENTATION

This section sets out the requirements for data and knowledge transfer and assets and documentation that contract managers need to prepare.

Data and Knowledge Transfer:

The Contractor will assist the MOA by coordinating with any of its subcontractors to ensure that the termination is performed in accordance with the obligations under the MSA or SOW and any plan and timetable that the Parties have agreed to in accordance with the Exit Plan.

To facilitate the transfer of knowledge from the Contractor to the MOA or the New Provider, the Contractor shall explain the procedures and operations in the change management process, and other standards and procedures that are specific to or its Contractor's designated personnel. Explanation shall be according to standards and acceptance criteria, which the MOA or the New Provider will define.

Agreements with Third-Party suppliers of goods and services, which are to be transferred to the MOA or the New Provider, as applicable:

- Key support contact details for Third-Party supplier personnel under contracts that are assigned to the MOA under the Agreement.
- Information regarding Other Services and associated unresolved faults in progress at the start of the Disentanglement Period, as well as those expected to be in progress at the end of the Disentanglement Period. The Parties will update this information at the end of the Disentanglement Period.
- Details of physical and logical security processes and tools will be made available to the MOA and/or the New Provider, as applicable.
- Master service agreement (MSA) and attachment-related documentation:
- Key service outputs in accordance with the contract attachments or schedules
- Specifications of any technical and/or administrative interfaces between the Service Continuity Assets and any external systems, in accordance with the contract schedules.
- Details of any work in progress, in accordance with contract schedules

# Human Resource Data:

- Data on Personnel as defined and required by any government regulations, as referenced in the contract.
- Full contract documentation for the Contractor's subcontractors, which will be notated to the MOA or the
   New Provider.
- The list of subcontracts that the Contractor will notate to the MOA or the New Provider.

#### User and Access Data:

- Data on users that had access to the Services
- Data on Access rights for Contractor's personnel and the MOA's Users

#### Assets and Documentation

No later than ten (10) days after the Disentanglement Plan starts, the Contractor will provide the MOA with the Documentation as applicable in this section — Assets and Documentation.

Documentation will be provided in Microsoft Word or Excel format and from a version that is compatible with the MOA's current standard at the time of this SOW, unless otherwise agreed to and specified.

This Section lists assets and documentation in scope:

- Assets (Sole Use and Shared) and Asset Registers
- Asset maintenance history and status
- Subcontracts and associated subcontractor relationships
- Software licenses, including specific references to the software owner's requirements (including transfer).
- Software-related documentation:
  - o Status of Third-Party software covering supplier, version, upgrade status, license and maintenance fees.
  - o Status of custom-developed programs, including source code and documentation.
  - o Operator and user manuals for key applications
- Customer and other records (including subcontractor agreements that are required to provision the Services).
- Configuration information
- Data stored in Contractor or third-Party compute environments including cloud based environments.
- Databases
  - o Programs and projects (open and closed ones)
  - Knowledge databases
  - Fault databases
- General Documentation, including, but not limited to:
  - o Organization Services design and architecture representations
  - User Manuals
  - o Updated/Recent Process and procedure documentation
  - Workflow and work instruction documentation
  - Service Delivery Plans
  - o Service Reports
  - o Service Management Logs Change and incident logs
  - o Risk Register

- Tactical documentation, including but not limited to:Service-level reports
  - o Service catalog
  - o Service delivery plans
  - o Incident and change register
  - o Change and project calendar
  - o Current and scheduled project documents
  - o Release schedules
  - o Performance and capacity management planning
  - o Innovation and service creation plans related to the involved Services
  - Communication plans and all current and scheduled communication documentation (online and offline).
  - o Project Management Documents:
    - Charter
    - Work Break down structures
    - Communication Plans
    - Organization Change Management Plans
    - Issue Logs
    - Defect logs
    - Other
- Strategic documentation, including:
  - Account plans
  - o Strategic Relationship plans
  - o Road maps for technology and services
  - o Enterprise architecture and governance documentation
- Other:

Define any other documentation or assets here