

SCHEDULE G (TRANSITION)

This document contains confidential and proprietary information of Eskom and is “Eskom Confidential Information” for the purposes of the non-disclosure agreement entered into between Eskom and Supplier in relation to this Project. It is furnished for contract evaluation and award purposes only. Except with the express prior written permission of Eskom, this document and the information contained herein may not be published, disclosed, or used for any other purpose.

INSTRUCTIONS FOR RESPONDING TO THIS DOCUMENT:

General Guidelines

- These RFP documents contain the key legal terms and conditions that the Supplier will be required to comply with in relation to this Project.
- Eskom requires the Supplier to comply with the requirements as written, and compliance with these RFP documents will be a critical component of Supplier's response to the RFP.
- The Supplier must complete Schedule Q (Supplementary Terms), as it is a mandatory requirement. Non-compliance will result in the Supplier being disqualified from further evaluation.

1. INTRODUCTION

1.1. General

- 1.1.1. This Schedule G (Transition) sets out each of the Party's responsibilities with respect to the transition project for achieving the migration of the Services from Eskom and its Existing Suppliers to the Supplier. It summarises the overall approach to be adopted by the Parties with respect to Transition and sets out the key activities, Transition Milestones, and Eskom Transition Dependencies.

1.2. Transition Services

1.2.1. The Supplier will:

- 1.2.1.1. perform the services described in this Schedule and the Transition Plan (as the same will be further developed in accordance with section 1.2.4.1.1) in accordance with the timetable set out in the Transition Plan, including delivering the Transition Deliverables in accordance with section 1.1 and

- 1.2.1.1.1. take any other steps and perform any other services (save for the Eskom Transition Dependencies) that are necessary in order for the Supplier to be ready to commence performing the Services including services, functions and responsibilities as described in the Transition Plan and those Transition Services, functions and responsibilities not specifically described in the Transition Plan but reasonably and necessarily required for the proper performance and provision of the Transition Services, in accordance with the Performance Standards, from the Transition Milestone specified in the Transition Plan for the relevant Eskom Site or component of the Services to transition to the Supplier (each a Service Commencement Date), (together, the "**Transition Services**").

- 1.2.2. The Supplier will provide the Services from the relevant Service Commencement Date.

- 1.2.3. The Supplier will perform the Transition Services in such a manner that:
- 1.2.3.1. performance of the Services is transferred to the Supplier from Eskom and the Existing Suppliers in a smooth and orderly manner without disruption or deterioration (save for the provisions expressly set out in Schedule C (Performance Standards)) to the Services and so that the Services continue to meet Eskom's business requirements contemplated by this Schedule;
 - 1.2.3.2. there is an effective and smooth transfer to the Supplier of the Transferring Employees from Eskom and Eskom's Existing Suppliers; and
 - 1.2.3.3. to the extent the same is within the control of the Supplier, the internal and third-party costs incurred by Eskom and the other Service Recipients in relation to the Transition are minimised.
- 1.2.4. The Supplier has overall responsibility for the successful Transition of the Services in accordance with this Schedule. Subject to the provision of any agreed Eskom Transition Dependencies, any other facilities, assets, and resources required by the Supplier to perform the Transition Services and complete Transition will be provided by the Supplier.
- 1.2.4.1.1. Eskom will utilise its Commercially Reasonable Efforts in performing or procuring the performance of the Eskom Transition Dependencies, to be set out in Appendix G-3 (Transition Dependencies) and, where applicable, reflected in the Transition Plan.

1.3. Transition Plan

- 1.3.1. Appendix G-1 (Transition Plan) will set out the Transition Plan as of the Effective Date. Within 10 (ten) Business Days following the Effective Date, the Supplier will develop and submit to Eskom, for Eskom's comment, a reasonable and more granular and

detailed version of the Transition Plan. Such new Transition Plan will be consistent with the terms of this Schedule and the original Transition Plan, and will:

- 1.3.1.1. describe the overall approach to the Transition of the Services from Eskom and the Existing Suppliers;
- 1.3.1.2. describe all the activities and deliverables required for completion of each Transition Event, including where relevant:
 - 1.3.1.2.1. the activities and Deliverables required for completion of each Transition Deliverable;
 - 1.3.1.2.2. Transition Deliverable Criteria and the relevant tests to determine whether a Transition Deliverable has met the Transition Deliverable Criteria;
 - 1.3.1.2.3. in each case provide the relevant start and end dates for completion of the Transition Deliverable;
 - 1.3.1.2.4. subtasks for each Transition Deliverable and the relevant start and end dates for completion of the subtask;
 - 1.3.1.2.5. the Transition Milestones related to each of the Transition Deliverables and any relevant Eskom Transition Dependencies identified in Appendix G-3 (Transition Dependencies);
 - 1.3.1.2.5.1. the Transition activities for each of the Services being transitioned, including the methodology for knowledge transfer between:
 - 1.3.1.2.5.2. existing staff (Eskom personnel, contractors, Existing Supplier staff) performing the Services; and
 - 1.3.1.2.5.3. Service Personnel that will subsequently be responsible for the Service;

- 1.3.1.3. describe the roles and responsibilities of the Parties during Transition. For all tasks for which the Supplier identifies Eskom responsibilities, the Supplier will undertake to accurately describe the level of Eskom effort anticipated;
 - 1.3.1.4. describe the security, disaster recovery and contingency plan considerations and activities during the Transition period (including regression plans should the Transition Event fail) in order to ensure continuity of Service;
 - 1.3.1.5. specify in writing upfront and in advance to Eskom any space required within Eskom Facilities or Equipment to be provided by Eskom;
 - 1.3.1.6. describe the activities required in relation to any Transferring Employees;
 - 1.3.1.7. include reference to any intended Supplier use of any Eskom-Provided Software; and
 - 1.3.1.8. include details of any discovery activity (either automated or manual) to be conducted as part of the Transition Event (subject to authorisation by Eskom).
- 1.3.2. Eskom's comments and changes will be provided to the Supplier as soon as reasonably practicable following receipt of the first draft Transition Plan from the Supplier in accordance with section 1.3.1. Such comments and changes shall be incorporated into the revised Transition Plan (and any subsequent version of the Transition Plan) and the final Transition Plan, (and any subsequent version to the Transition Plan), will be subject to Eskom's written approval. Once approved, the new Transition Plan will replace the then-existing Transition Plan.
- 1.3.3. Where Transition involves migration to a cloud environment, the Supplier shall ensure compliance with Schedule Q (Supplementary Terms). The Supplier shall not use any AI Tools in Transition without Eskom's prior written approval in accordance with the Terms and Conditions.

1.3.4. Following the completion of the Transition Plan in accordance with section 1.3.2, either Party may propose changes to the Transition Plan. Subject to section 1.3.4.1, the Supplier will submit to Eskom, for Eskom's comment, further versions of the Transition Plan to reflect such proposed changes and changes to the Transition Plan will be agreed between the Eskom Transition Manager and the Supplier Transition Manager. Once approved by Eskom, the new Transition Plan will replace the then-existing Transition Plan. Version control with respect to the Transition Plan shall be maintained by the Supplier with all versions available for review. Any further versions of the Transition Plan will be consistent with the terms of this Schedule and the original Transition Plan unless otherwise agreed by the Parties.

1.3.4.1. Where either Party proposes changes to the Transition Plan or Appendix G-3 (Transition Dependencies) that would result in a change to the Transition Milestones, Transition Deliverables or the Eskom Transition Dependencies, such changes will be agreed through the Change Management Procedure.

1.3.4.2. Any changes to Transition Milestones, Transition Deliverables or Eskom Transition Dependencies, including any updates to Appendix G-3 (Transition Dependencies), shall be implemented through the Change Management Procedure in Schedule F (Change Management).

1.3.5. Implementation of the Transition Plan will be subject to Eskom's approval constraints (e.g., site representative approvals and business demands).

1.4. Transition Approach

1.4.1. Transition will be undertaken in accordance with the Transition Plan and Appendix G-3 (Transition Dependencies). The Supplier will deliver the Transition Services so as to provide the Transition Deliverables and to meet the Transition Milestones, all as further set out in the Transition Plan. Eskom will use its Commercially Reasonable Efforts to provide the Eskom Transition Dependencies identified in Appendix G-3 (Transition Dependencies).

- 1.4.2. The Supplier shall perform Transition activities in a manner that facilitates future Exit Assistance, including maintaining complete documentation, using open standards, and ensuring interoperability, consistent with Schedule I (Exit Assistance).

1.5. Security and Data Protection During Transition

- 1.5.1. The Supplier shall ensure that all Transition activities, including knowledge transfer, parallel running, system access and data migration, are performed strictly in compliance with:
- 1.5.1.1. the Information Security requirements in Schedule R (Information Security Requirements);
 - 1.5.1.2. the data privacy requirements in Schedule P (Operator Agreement) and of the Terms and Conditions; and
 - 1.5.1.3. all Applicable Laws relating to data protection and cybersecurity.
- 1.5.2. The Supplier shall not, without Eskom's prior written approval, use any tools, technologies, or processes in Transition that would involve the processing of Eskom Data outside the Republic of South Africa.
- 1.5.3. Any unauthorised disclosure, access, or loss of Eskom Data during Transition shall be treated as a data incident under the Terms and Conditions and Schedule R (Information Security Requirements).

2. TRANSITION OF SERVICES

2.1. Commencement of Transition

- 2.1.1. For avoidance of doubt, the Parties record that Transition Services will commence on the Effective Date, 3 (three) Months prior to the Service Commencement Date ("**Transition Period**") and unless otherwise agreed by Eskom in writing will not exceed a period of 3 (three) Months from the Effective Date.

2.1.2. At any time prior to the planned date for the commencement of each Transition of a component or sub-component of the Services (as set out in the Transition Plan as amended from time to time) (each a “**Transition Event**”), Eskom may, if Eskom does not wish to proceed with that Transition Event or wishes to delay the Service Commencement Date for that Transition Event, notify the Supplier of the change with respect to the cancellation or delay of that Transition Event. Such change will be in accordance with section 2.2 and subject to section 1.3.4.1.

2.1.3. If, with respect to any Transition Event, Eskom does not provide the Supplier with written notice in accordance with section 2.1.2, the Parties shall commence their Transition activities with respect to that Transition Event, in accordance with the Transition Plan.

2.2. Scheduling

2.2.1. Eskom may from time to time require that the Supplier change the date when a service is to be transitioned in accordance with the following:

2.2.1.1. if the change is made not less than 10 (ten) Business Days in advance of the planned date of transition, then the Supplier will accommodate the change and there will be no change to the Transition Milestones in accordance with 1.3.4.1; or

2.2.1.2. if the change is made less than 10 (ten) Business Days in advance of the planned date of transition, then:

2.2.1.2.1. the Supplier will use Commercially Reasonable Efforts to reschedule the activity as requested; and

2.2.1.2.2. Eskom will, having consulted with the Supplier, extend the Transition Milestone by a reasonable period to reflect the impact of the change.

2.3. Completion of Transition Deliverables

2.3.1. The Supplier will:

2.3.1.1. deliver each Transition Deliverable that is capable of meeting the associated Transition Deliverable Criteria, in accordance with the Transition Milestones; and

2.3.1.2. otherwise demonstrate to Eskom's satisfaction that it is ready, prior to the relevant Service Commencement Date, to commence performing the Services.

2.3.2. In order to confirm that the Supplier will be able to perform the Services from the relevant Service Commencement Date, the Supplier will assess each Transition Deliverable against the Transition Deliverable Criteria (which may include, where specified in the relevant Transition Deliverable Criteria, the parallel running of Eskom and the Supplier systems) (the "**Verification Tests**"). The Verification Tests, timescales and associated procedures will be set out in the Transition Plan and where possible, Eskom will be entitled to attend any Verification Test, at its discretion.

2.3.3. For each Verification Test, the Supplier will provide evidence to Eskom that the Verification Test has been completed successfully so that the Transition Deliverables meet the relevant Transition Deliverable Criteria, or where such Verification Test has not been successfully completed, shall provide details of the extent of, together with the reasons for (where known or identifiable), such failure, rectify such failure and repeat the Verification Test until such tests have been successfully completed.

2.3.4. If the relevant Transition Deliverable passes the Verification Test, Eskom will conduct its own assessment of whether the relevant Transition Deliverable meets the relevant Transition Deliverable Criteria.

2.3.5. If the relevant Transition Deliverable fails the Verification Test or otherwise does not meet the Transition Deliverable Criteria, then Eskom or Service Recipient will provide the Supplier with written details of why such Transition Deliverable does not meet the Transition Deliverable Criteria and, at Eskom's or Service Recipient's discretion:

- 2.3.5.1. The Supplier will re-perform the relevant part of the Transition and assessment against the Transition Deliverable Criteria will be repeated in accordance with this section 2.3.3 , and if not passed or accepted in accordance with this section 2.3.3 then the Supplier will continue to re-perform and the Transition Deliverable Criteria will be re-assessed until passed; or
- 2.3.5.2. Eskom may (in its discretion) accept any non-conforming Transition Deliverable or Service element, in which case:
 - 2.3.5.2.1. the Supplier will rectify the non-conformity as soon as practicable after acceptance (and the assessment against the Transition Deliverable Criteria will be repeated); and
 - 2.3.5.2.2. where there is an amount payable on completion of the relevant Transition Deliverable in accordance with Schedule D (Charges), the relevant amount will not be payable until the relevant Transition Deliverable Criteria are subsequently met, notwithstanding such acceptance.
- 2.3.6. Where a Transition Deliverable fails to meet the Transition Deliverable Criteria, the Supplier will be required to resubmit the implementation of the relevant Transition Deliverable to Verification Testing once the fault giving rise to the failure to pass Verification Tests, or otherwise meet the Transition Deliverable Criteria, has been rectified, at the Supplier's cost.
- 2.3.7. The Supplier will not commence performance of the relevant Services until the Transition Deliverable Criteria have been met in accordance with this section 2.3.2 (or Eskom accepts the non-conforming Transition Deliverable in accordance with section 2.3.5.2).
- 2.3.8. If the Supplier is prevented from delivering a Transition Deliverable and the same is excused pursuant to clause 9.4 (Excused Performance) of the Terms and Conditions as a result of Eskom's failure to perform an Eskom Transition Dependency, then:

- 2.3.8.1. Eskom will, having consulted with the Supplier and acting reasonably, extend the Transition Milestone for delivery of such Transition Deliverable by a reasonable period that reflects the impact of such failure, and the Supplier will deliver such Transition Deliverable by such revised date; or
- 2.3.8.2. in the case of the handover of the Services on the Service Commencement Date, the Supplier will commence performing on the Service Commencement Date those Services that it is able to perform and will be excused from performing those Services it is prevented from performing as a result of Eskom's failure to perform the Transition Dependency, in accordance with the Terms and Conditions.
- 2.3.9. The Supplier will demonstrate to Eskom's satisfaction prior to the relevant Service Commencement Date that all Transition Deliverables and Transition Milestones for the Transition Event have been met and that it is ready to commence performing the relevant Services.
- 2.3.10. If Eskom agrees that the Supplier is ready to commence performing the relevant Services, it shall provide the Supplier with written notice confirming that the relevant Transition is considered complete and authorising the Supplier to commence provision of the relevant Services on the Service Commencement Date.
- 2.3.11. Following receipt of Eskom's written notice pursuant to section 2.3.10, the Supplier shall commence provision of the Services (or such other date as the Parties may agree in accordance with the Change Management Procedure).

2.4. Transition Failures

- 2.4.1. If the Supplier is not ready to commence providing the Services or any component of Services on the relevant Service Commencement Date, and to the extent that such delay is not excused pursuant to the Terms and Conditions, then, at Eskom's option and without prejudice to any other rights and remedies available to Eskom (including the right to claim damages) at law, in equity or under this Schedule Eskom may either:

- 2.4.1.1. grant the Supplier an extension of time to the relevant Service Commencement Date;
- 2.4.1.2. waive its right to reject any Transition Deliverable in accordance with section 2.3.5 and permit the Supplier to perform those Services not impacted by the failure to meet the relevant Transition Milestone from the Service Commencement Date; or
- 2.4.1.3. exercise its rights pursuant to section 2.4.2.

The Supplier will reimburse Eskom any costs incurred as a result of such delay and make any other relevant payments in accordance with section 2.4.3.

2.4.2. If the Supplier fails to meet any outstanding Transition Milestones and commence providing the Services in accordance with the Performance Standards by the date falling 14 (fourteen) days after the relevant Service Commencement Date, Eskom may give the Supplier written notice of the termination of the Agreement in accordance with the Terms and Conditions, such notice to take effect immediately.

2.4.3. Without prejudice or limit to Eskom's other rights under this Schedule and/or in law, the Supplier will:

- 2.4.3.1. reimburse Eskom for any costs that are incurred by Eskom as a direct result of such delay, provided that Eskom:
 - 2.4.3.1.1. use Commercially Reasonable Efforts to minimise such costs;
 - 2.4.3.1.2. reasonably demonstrates such incremental costs;
 - 2.4.3.1.3. provide such additional resources as are reasonably necessary to complete the Transition Deliverables as soon as possible thereafter; and

- 2.4.4. where the relevant Service Commencement Date has passed and the Verification Test has not been passed, pay any Service Credits which are due as a result of Services not being performed in accordance with the relevant Performance Standards.
- 2.4.5. If the Supplier fails to meet any Key Transition Milestone (each a “**Key Transition Milestone Default**”), then, in addition to any other remedies as may be available to Eskom under this Schedule or at law, Eskom may elect to recover monetary compensation for such failure as calculated in accordance with section 2.4.6 (“**Key Transition Credits**”).
- 2.4.6. If there is a Key Transition Milestone Default, then:
- 2.4.6.1. following an initial 7 (seven) day grace period, for each day of delay thereafter for a period of 14 (fourteen) days (the “**First Transition Credit Period**”) Eskom will be entitled to Key Transition Credits equal to 3% (three percent) of the Charges due for the relevant Key Transition Milestone;
 - 2.4.6.2. following the First Transition Credit Period, for each day of delay thereafter for a period of 14 (fourteen) days (the “**Second Transition Credit Period**”) Eskom will be entitled to Key Transition Credits equal to 6% (six percent) of the Charges due for the relevant Key Transition Milestone; and
 - 2.4.6.3. if Services and Deliverables to be provided under the Key Transition Milestone are not completed by the end of the Second Transition Credit Period, Eskom may give the Supplier written notice of the termination of the Agreement in accordance with the Terms and Conditions, such notice to take effect immediately.
- 2.4.7. In the event that Eskom is entitled to a Key Transition Credit in accordance with section 2.4.6, the amount of such Key Transition Credit shall be payable to Eskom as a debt within 14 (fourteen) days of expiry of the First Transition Credit Period or Second Transition Credit Period (as applicable).

- 2.4.8. The Parties each acknowledge and agree that the Key Transition Credits:
- 2.4.8.1. are a price adjustment to reflect the failure to meet the relevant Key Transition Milestone; and
 - 2.4.8.2. are not an estimate of the loss or damage that may be suffered by Eskom or the other Service Recipients as a result of a Key Transition Milestone Default, penalties, or liquidated damages.
- 2.4.9. Payment of a Key Transition Credit by the Supplier is without prejudice to, and will not limit, any right Eskom may have under the Agreement and/or in law:
- 2.4.9.1. to damages or non-monetary remedies at law or in equity resulting from, or otherwise arising in respect of, such Key Transition Milestone Default; or
 - 2.4.9.2. to terminate the Agreement for cause in respect of such Key Transition Milestone Default.

3. TRANSITION MANAGEMENT

3.1. Transition Roles and Responsibilities

- 3.1.1. The Supplier will appoint a senior project executive who will be responsible for all aspects of the Supplier's rights, duties, and obligations in respect of or arising from Transition ("**the Supplier Transition Manager**"). The Supplier Transition Manager will be the dedicated escalation point of contact for Eskom in respect of Transition.
- 3.1.2. Eskom will appoint a dedicated contact point for Transition ("**Eskom Transition Manager**").
- 3.1.3. The Eskom Transition Manager or any person acting on the express authority of the Eskom Transition Manager will be the sole person within Eskom who can bind Eskom in respect of its rights, duties, and obligations for Transition, unless otherwise agreed in writing.

- 3.1.4. Both Parties will use Commercially Reasonable Efforts to ensure that any Transition issues or disputes are resolved promptly by the Supplier Transition Manager and Eskom Transition Manager, but any disputes that cannot be resolved will be dealt with in accordance with Schedule E (Governance).
- 3.1.5. The Supplier will also appoint a team of persons to assist the Supplier Transition Manager in the performance of his functions (**“the Supplier Transition Team”**). The Supplier Transition Team’s responsibilities will include the following:
- 3.1.5.1. identification and communication of any assistance which the Supplier will reasonably require from Eskom;
 - 3.1.5.2. being responsible for the Supplier’s delivery of Transition to agreed Transition Milestones;
 - 3.1.5.3. progress tracking and reporting; and
 - 3.1.5.4. risk and Issue management.
 - 3.1.5.4.1. From not later than five (5) days after the Effective Date until completion of Transition, the Supplier will establish and provide a Transition Project Office comprising the Supplier Transition Manager and the Supplier Transition Team, and other such individuals as the Supplier may reasonably be required to complete Transition (**“the Supplier Transition Project Office”**). The Supplier Transition Project Office’s responsibilities will include, without limitation, the following:
 - 3.1.5.5. combined risk and issue management;
 - 3.1.5.6. collation and presentation of progress reporting;
 - 3.1.5.7. co-ordination between Eskom and Supplier Transition Project Office as well as Third Party Suppliers and Eskom service providers; and

3.1.5.8. logging all documentation passing between the Supplier and Eskom and between the Supplier and Eskom's Third-Party Suppliers.

3.1.6. The Supplier will ensure that the person(s) appointed as or comprising the Supplier Transition Manager and the Supplier Transition Team or otherwise appointed to the Supplier's Transition Project Office have the levels of training, expertise, and experience to perform the activities set out in the Transition Plan.

3.1.7. The detailed responsibilities of each Service Personnel occupying a role in the Supplier Transition Team or the Supplier Transition Project Office will be as further set out in the Operations Manual.

3.2. Managing and Monitoring Transition

3.2.1. The Supplier will undertake day-to-day project management and will be responsible for managing, monitoring, and implementing Transition, including:

3.2.1.1. proactively identifying, monitoring, and managing any significant risks or issues in relation to Transition, including:

3.2.1.1.1. developing a risk mitigation plan for risks identified through Transition;

3.2.1.1.2. instituting formal risk mitigation strategies;

3.2.1.1.3. taking appropriate preventive measures; and

3.2.1.1.4. developing contingency plans for rapid recovery from actual or potential incidents;

3.2.1.2. managing (including project managing), co-ordinating and planning all aspects of Transition (whether performed by the Supplier, Eskom, or any Third Party);

- 3.2.1.2.1. monitoring progress of all Transition tasks and responsibilities (whether the responsibility of any of the Parties or any Third Party) against the Transition Plan and promptly escalating to Eskom any failures (or potential failures) to perform any tasks or responsibilities, including failures by Eskom or Third Parties;
- 3.2.1.3. resolving any issues arising with respect to Transition and taking overall management responsibility;
- 3.2.1.4. defining an escalation process to be used if there is a failure in any part of Transition;
- 3.2.1.5. establishing as soon as practicable, the necessary communications and interfaces between the Supplier, Subcontractors, Eskom, and Third-Party Suppliers; and
- 3.2.1.6. where workshops are needed as a tool to deliver Transition, initiating, administering, and leading the workshops (including providing Eskom with advance notice of the timing, location, and proposed agenda for such workshops as appropriate).
- 3.2.2. The Supplier's management and implementation of Transition will be subject to Eskom's approval (not to be unreasonably withheld or delayed) and reasonable directions. Eskom may, at Eskom's option, monitor, test and otherwise participate in the Transition.

3.3. Weekly Progress Reports

- 3.3.1. During Transition, on a weekly basis unless otherwise requested by Eskom, the Supplier will provide Eskom with a detailed progress report that describes the following:
 - 3.3.1.1. summary daily reports including completion statistics, issues encountered, failures and problems;
 - 3.3.1.2. an executive level summary of the Transition progress to date, including an updated summary project plan and project highlights;

- 3.3.1.3. an updated Gantt chart detailing the status of all Transition activities (including slippages, changes from previous plan in line with project management best practice);
- 3.3.1.4. a listing of all Transition Milestones, including estimated time to completion, days overdue, contract completion date, actual completion date and comments and a “RAG” report;
- 3.3.1.5. a listing of all unresolved issues related to the execution of the Transition Plan, including those for which Eskom has primary responsibility, along with due date, priority, responsible party, and an assessment of the potential and actual business impact to the Transition Plan; and
- 3.3.1.6. any risks identified and the steps being taken to mitigate such risks.

3.4. Meetings

- 3.4.1. In addition to any governance meetings relevant to Transition required pursuant to Schedule E (Governance), any Co-Operation Agreement, or otherwise determined by Eskom, the Supplier Transition Manager and Eskom Transition Manager will meet on a weekly basis (or as otherwise required by Eskom) during Transition to review the status of Transition and to ensure that the objectives of Transition are being met (together the “**Transition Meetings**”).

3.5. Transfer of Transferring Employees

- 3.5.1. The Parties will comply with their respective obligations to be set out in Appendix G-2 (Transfer of Personnel).

3.6. In-Flight Projects

- 3.6.1. The Agreement will include any in-flight and supplementary projects being performed at the Effective Date which relate to the Services (the “**In-Flight Projects**”).

3.7. Required Consents

- 3.7.1. The Supplier will obtain all required consents (and pay any fees) necessary to complete the Transition, perform the Services and for the transfer of any contracts, Equipment and Software which are acquired from Eskom or which Eskom makes available for the Supplier to use in performing the Services.
- 3.7.2. If a required consent cannot be obtained pursuant to section 3.7.1, the Supplier will determine and adopt, subject to Eskom's prior written approval, alternative approaches that allow the Services to be performed without the relevant required consent.

Appendix G-1 (Transition Plan)

Drafting Note: Transition Plan to be inserted here

Appendix G-2 (Transfer of Personnel)

Drafting Note: Obligations To be inserted here

Appendix G-3 (Transition Dependencies)

Drafting Note: Transition Dependencies to be inserted here