PROCUREMENT ADVISORY · CORPORATE SEPARATIONS

TSA Exit Playbook for Procurement Leaders

A practical guide to supplier transitions,

contract decisions, and procurement readiness.

Regina Council

Founder and Principal | SourceWise Solutions LLC

2026 Edition

Identify the dependency. Assign the decision. Verify the exit.

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READER GUIDE

Who This Playbook Is For

This guide helps procurement and strategic sourcing leaders organize supplier and contract work during a corporate separation. Executives, PE operating teams, business owners, and separation teams can use it to challenge priorities, decision rights, and readiness evidence.

Use it to make the next decision

Start with the operating principles, then use the five phases to organize the work. Adapt the working tools to each service and exit wave. They help you identify questions, assign owners, and collect evidence; they do not replace a transaction-specific execution plan.

> **The central principle**
>
> A signed contract is not the same as a completed exit. The operating arrangement, contractual actions, functional approvals, and continuing responsibilities must fit together.

Important limitations

This publication provides general business and procurement guidance. It is not legal, tax, accounting, cybersecurity, privacy, or regulatory advice. Obtain advice and approvals from the appropriate qualified specialists before acting. Contract rights and requirements vary by agreement, transaction structure, jurisdiction, and company.

Use the executed agreements and delegated authorities to determine what is permitted. The recommended tools and controls are management practices, not universal legal requirements or a certification of readiness.

Confidentiality and use

The experience example is generalized to protect confidentiality. No employer, client, transaction, or supplier identity is disclosed. It is not a promise of typical or future results.

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OPERATING PRINCIPLES

FIVE PHASES

WORKING TOOLS AND NEXT STEPS

EXECUTIVE SUMMARY

Procurement's Role in the Exit

Procurement leads the commercial workstream for third-party exit: identifying supplier dependencies, coordinating contract actions, negotiating approved arrangements, and tracking commitments. The separation program integrates that work with operational, legal, financial, and technical readiness.[1]

Five questions to keep visible

- **Scope:** Which services must continue, change, or end, and which suppliers support them?
- **Timing:** What are each service's contractual end date, notice deadline, and latest safe decision date?
- **Pathway:** What future-state arrangement and contract actions are required for each supplier relationship?
- **Evidence:** What must be approved, effective, tested, reconciled, or accepted before cutover?
- **Ownership:** Who can make the decision, accept the remaining risk, and own the service after exit?

Make progress visible

Maintain one authoritative supplier and contract record. Connect it to the integrated schedule, risk and decision logs, and approved cost forecast. A green status should point to evidence, not confidence alone.

> **Define completion by service**
>
> For the defined service, the operating arrangement is accepted, required contract actions and notices are complete, the TSA service has ended under its terms, steady-state ownership is established, and remaining obligations are closed or explicitly assigned and tracked.

Those milestones may occur on different dates. Track them separately rather than calling a signed agreement, a successful test, or a supplier email "the exit."

[1] Deloitte, Designing and managing transition service agreements. https://www.deloitte.com/us/en/what-we-do/capabilities/mergers-acquisitions-restructuring/articles/design-manage-transition-service-agreements.html

TSA EXIT FUNDAMENTALS

Separate Day 1 From TSA Exit

A transition services agreement, or TSA, provides for specified services to continue for a limited period while a business establishes its post-transaction operating arrangements. Services often flow from seller to buyer or the separated business. A reverse TSA provides services in the other direction; track both where applicable.[2]

Readiness point	What it means
Day 1	The business can operate at closing using arrangements authorized for that date, which may include TSA support.
TSA exit	The replacement or retained operating arrangement is ready for the relevant TSA service to end under the agreed contractual mechanism.

Three connected layers

Layer	Evidence to seek
Service	The service owner accepts performance, support, and operational responsibility.
Contract	The required rights, agreements, orders, consents, notices, and approvals are in place when needed.
Operations	Access, data, integrations, controls, purchasing, invoicing, and support work in practice.

Read the service schedule

Identify provider and recipient entities, scope, charges, service standards, dependencies, and exit provisions. A cutover date is not automatically the contractual end date. Ending one service may depend on keeping another available.

> **Independence from the TSA, not necessarily the supplier**
>
> The future arrangement may use the same supplier under a direct agreement. Choosing a new supplier is a commercial option, not the definition of TSA exit.

[2] KPMG, Winning the carve-out relay: From team selection to the finish line, March 2026. https://assets.kpmg.com/content/dam/kpmgsites/xx/pdf/2026/04/winning-the-carve-out-report-april-2026.pdf

EXIT RISK AND COST

Manage Exposure Before It Escalates

A delayed exit can increase cost, threaten continuity, and reduce negotiating flexibility. Assess exposure service by service rather than assuming price or extension charges are always the dominant risk.

Cost category	What to record
Transition	One-time work needed to establish the approved arrangement: implementation, migration, consent or transfer activity, and exit assistance.
Duplicate	Temporary overlapping services, licenses, environments, or support during transition.
Stranded	Costs or commitments retained after the activity they supported has moved or ended.
Extension	Additional TSA period, agreed pricing, retained capacity, and related charges.
Future state	Recurring operating cost and separately approved enhancements beyond the required transition.

Separate transition spending from future-state investment and track the entity, timing, contractual basis, and owner of each cost.[3]

Validate value with Finance

Report realized savings separately from cost avoidance. Agree the baseline, scope, period, volume and currency effects, incremental costs, and evidence of realization. Prevent double counting across Procurement, the TSA program, and wider transformation initiatives.

> **A useful warning trigger**
>
> Escalate when a critical pathway is forecast to miss its latest safe decision date, so the team can act before time for consent, sourcing, implementation, testing, notices, or fallback is exhausted.

[3] BCG, Don't Let Carve-Out Costs Compromise Value Creation. https://www.bcg.com/publications/2021/beware-of-separation-costs-compromise-value-creation

ROLES AND DECISION RIGHTS

Who Owns Each Exit Decision

Adapt these responsibilities to the organization. Record the authorized approver and signatory for each decision; membership in a workstream does not itself confer authority. Cross-functional integration is essential to sign-to-close and exit planning.[4]

Function	Recommended responsibility
Procurement	Supplier discovery; commercial strategy; negotiation coordination; commitments, cost, and supplier-delivery tracking.
Legal	Contract interpretation; legal documents, consents, notices, liability, IP, and specialist legal advice.
Finance	Approved budget and baseline; allocation, financial controls, reconciliation, and benefit validation.
Tax	Applicable entity, indirect-tax, transaction-tax, and intercompany treatment.
Technology / Operations	Design, configuration, integration, migration, tests, cutover, and operational support.
Security	Security requirements, access controls, risk assessment, testing evidence, and approval or escalation.
Privacy owner	Applicable data-protection roles, lawful handling and transfers, notices, retention, and privacy approvals with Legal.
Service owner	Business requirements, criticality, operational acceptance, and residual-risk decisions within authority.
Separation office	Integrated critical path, cross-service dependencies, governance, and escalation.
Authorized executive	Material commitments, signatures, exceptions, and risk acceptance within delegated authority.

[4] EY, Carve-out sale road map success: from sign to close. https://www.ey.com/en_au/insights/divestitures/carve-out-sale-road-map-sign-to-close

FIVE-PHASE FRAMEWORK

Organize the Work, Not a Waterfall

The phases overlap and repeat by service or exit wave. Start long-lead supplier, consent, sourcing, implementation, and testing-design work as soon as authorized; do not wait for every inventory item to be complete. Plan for exit before finalizing the schedules.[5]

Phase	Required evidence
Mobilize	Approved scope, disclosure rules, owners, dates, budget controls, and decision rights.
Discover	Reconciled inventory, recorded uncertainties, criticality, dependencies, and next decision dates.
Decide	Approved business disposition and contract mechanism, with Legal review and an executable fallback.
Negotiate and transition	Required documents and consents; supplier resources and milestones; implemented and tested arrangements.
Cut over, stabilize, and close	Authorized cutover; accepted service; contractual service end; steady-state ownership; tracked residual obligations.

Four controls run throughout

- **Time:** Align supplier lead times, notice dates, approvals, and dependent services.
- **Money:** Track transition costs, run-rate changes, duplicate spending, extension exposure, and validated benefits.
- **Risk:** Record uncertainties, defects, dependencies, decisions, and contingencies.
- **Evidence:** Define what supports each milestone and retain the approval record.

Use draft information when authorized, clearly record assumptions, and reconcile the plan to executed transaction documents when available.

[5] KPMG, Winning the carve-out relay: From team selection to the finish line, March 2026. https://assets.kpmg.com/content/dam/kpmgsites/xx/pdf/2026/04/winning-the-carve-out-report-april-2026.pdf

PHASE ONE · MOBILIZE

Build the Service-Level Exit Record

Establish ownership, disclosure controls, and decision routes while triaging urgent dependencies. Use one record per service or approved exit wave, including reverse services and intercompany dependencies.

Record group	Minimum fields
Service and entities	Service ID; scope; provider and recipient; service owner; criticality; linked suppliers and contracts.
Dates and notices	Contractual end; target cutover; minimum term; notice lead time, method, recipient/address, and authorized sender; latest safe decision date.
Exit options	Early or partial-exit terms; retained charges; dependency on other services; extension mechanism and decision deadline.
Delivery and control	Procurement lead; specialist approvers; supplier resources; implementation/test capacity; approved budget; fallback; evidence reference.

Notice and partial-exit provisions are contract-specific. For example, one filed TSA requires 30 days' prior written notice for the relevant termination; another permits partial termination by written agreement. Neither is a universal rule.[6,7]

Resolve these questions early

☐ Who may contact suppliers before and after close, and what may be disclosed?

☐ Which entity will contract, own licenses, issue POs, receive invoices, and handle data?

☐ Are Legal review, supplier slots, implementation teams, and business testers available when needed?

☐ Who can approve spend, extensions, concessions, and exceptions?

Output: a workstream charter and service register with owners, deadlines, escalation thresholds, and an agreed definition of done.

[6]Filed TSA, section 6.2, service-termination notice example.
https://www.sec.gov/Archives/edgar/data/1786431/000119312520024304/d874780dex106.htm

[7]Filed TSA, section 10.4, partial-termination example.
https://www.sec.gov/Archives/edgar/data/1396536/000107997326001029/ex10x2.htm

PHASE TWO · DISCOVER

Reconcile Records With Reality

Build a working inventory of supplier, contract, and operational dependencies. Reconcile contracts with AP, POs, purchasing-card and expense activity, application and license records, owner interviews, and available seller information.

Use 12–24 months of payments as a starting search window, not a completeness test. Investigate prepaid, multiyear, infrequently billed, bundled, no-cost, reseller, and shared arrangements. Record missing documents and uncertain ownership.

Inventory area	What to establish
Commercial / contract	Supplier; correct contracting entity; owner; term and renewal; commitments; termination; assignment and change-of-control provisions; consent/notice status.
Operational	Service supported; users and sites; interruption impact; alternatives; linked TSA services; future owner; supplier lead time.
Technology / data	Shared tenants; permitted users/entities; license metrics; privileged and service accounts; integrations; hosting; data categories and use rights; migration and recovery needs.
Approval evidence	Legal, Security, Privacy, Technology, Finance, Tax, and service-owner decisions relevant to the pathway.

Access is not entitlement

Confirm the right to use, move, retain, or delete software, data, and IP, not just whether a login or export works. Check divestiture provisions and shared license commitments.[8]

Privacy requirements depend on applicable law. Where the UK framework applies, data-sharing due diligence includes lawful basis, purpose, documentation, and relevant transparency obligations; it does not mean consent is always the required basis.[9]

[8] Morgan Lewis, Divestiture provisions in software agreements. https://www.jdsupra.com/legalnews/contract-corner-divestiture-provisions-67278/

[9] ICO, Data-sharing due diligence (UK framework). https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/data-sharing/data-sharing-a-code-of-practice/due-diligence/

PHASE THREE · DECIDE

Choose the Arrangement and the Mechanism

First decide the business outcome: retain, separate, replace, or retire. Then confirm the legal and commercial mechanism. Assignment, delegation or assumption, novation, and release must not be treated as interchangeable; effects depend on governing law and the agreement.[10,11]

Pathway	Key checks
Retain / amend	Can the correct entity continue within permitted scope? Make necessary changes through the agreement's approval process.
Assign / assume	Assignment generally transfers rights. Deal separately with obligations where permitted; do not assume the original entity is released.
Novate	Agree the substitution with the relevant parties. Confirm rights, obligations, retained liabilities, release, and effective dates.
Separate shared scope	Allocate users, licenses, services, entities, credits, commitments, and liabilities. Multiple documents or supplier cooperation may be needed.
Contract directly / replace	A new agreement may be with the same or another supplier. Confirm old-arrangement obligations and implementation readiness.
Retire	Confirm term, notice, charges, data retention or legal holds, access removal, assistance, and surviving obligations.

Decision gate

Approve the pathway only when the continuing need, entity rights, required consents, cost, lead time, delivery capacity, and fallback are understood. Assign unresolved questions rather than recording "no issue."

[10] Pinsent Masons, Assignment and novation (English-law guidance). https://www.pinsentmasons.com/out-law/guides/assignment-and-novation

[11] Duane Morris / ACC, How assignment clauses can affect M&A. https://www.acc.com/sites/default/files/2022-11/2022-11-10%20DuaneMorris-How%20Assignment%20Clauses%20Can%20Affect%20M&A-FINAL%20PPTX.pdf

PHASE FOUR · NEGOTIATE AND TRANSITION

Make Supplier Commitments Executable

Before contact, confirm the requirement, existing rights, target, approval range, executable fallback, and information permitted for disclosure. Before close, obtain Legal's guidance on coordination and competitively sensitive information; use clean-team or other controls where appropriate.[12]

Negotiate the whole transition

- **Rights and liabilities:** Required consent, novation, amendment, release, historic liabilities, and effective dates.
- **Commercials:** Pricing, volume tiers, credits, minimum commitments, prepaid amounts, one-time charges, and retained costs.
- **Delivery:** Named resources, scope, dependencies, milestones, testing, acceptance, escalation, delay remedies, and recovery arrangements.
- **Technology and data:** License allocation, access, migration/export, data and IP rights, support, security, privacy, and subcontractors.
- **After cutover:** Service levels, renewal and termination, exit assistance, hypercare, and steady-state ownership.

Protect continuity without buying unnecessary scope

Separate required transition work from enhancements. Ask suppliers to explain proposed charges, but do not assume a right to open-book cost data. Compare total transition and future-state cost, not price alone. Do not use a walk-away position that leaves a critical service without approved continuity.

> **Do not rely on meeting notes alone**
>
> Record commitments in the form required by the applicable agreement and approval process. A project plan can support delivery, but does not replace required legal documents. Legal should confirm when a commitment becomes binding.

Design acceptance tests and reserve implementation and business-testing capacity while negotiating, not after all contracts are signed.

[12] Wilson Sonsini, Due diligence and pre-closing conduct. https://www.wsgr.com/en/insights/back-to-school-antitrust-reminders-for-due-diligence-and-pre-closing-conduct.html

PHASE FIVE · CUT OVER, STABILIZE, AND CLOSE

Use Separate Gates for Separate Decisions

Operational readiness, cutover, acceptance, and contractual service end are different milestones. Track each against the agreement and the organization's delegated authorities.[13]

Gate	Required evidence
Preparations complete	Required agreements/consents effective when needed; notices delivered as required; specialist approvals; resources; runbook; fallback.
Tested and authorized	Risk-based end-to-end tests or rehearsal; defect disposition; identity, data, integration, performance, support, and purchasing checks; authorized go/no-go.
Cut over and accepted	Service-owner acceptance; required functional approvals; residual risks accepted by authorized owners, with conditions and due dates.
Stabilized	Defined hypercare criteria met; support ownership and escalation transferred; performance and open issues monitored.
Contractually ended	Service ended by the applicable expiry/termination mechanism; required notice evidence retained; acknowledgment where required or useful.
Closed or assigned	Final charges reconciled; old access handled; data/asset obligations addressed; surviving obligations assigned and tracked.

Use parallel operation where feasible and appropriate, or document the approved alternative. Hypercare is an agreed stabilization activity, not a universal warranty period or automatic consequence of acceptance.

Close the service, not the risk record

An unresolved item needs an owner, due date, approved treatment, and evidence reference. Do not mark it closed merely because the project team is disbanding.

[13] Deloitte, Designing and managing transition service agreements. https://www.deloitte.com/us/en/what-we-do/capabilities/mergers-acquisitions-restructuring/articles/design-manage-transition-service-agreements.html

WORKING TOOL · PATHWAY DECISIONS

Do Not Turn "Unknown" Into "No"

Use Yes, No, or Unconfirmed. "No consent required" must be a supported conclusion from review of the contract, transaction structure, and applicable law. Change-of-control wording and assignment restrictions are separate checks.[14]

Decision question	Next action
Is the service needed?	If no, assess retirement and surviving obligations. If yes, define continuing scope and users. If unconfirmed, assign a business owner.
Can the correct entity keep using the agreement?	If yes, consider retain/amend. If no or unconfirmed, obtain Legal's view on rights and required changes.
Is the arrangement shared?	Map permitted users/entities, licenses, volume tiers, commitments, credits, and retained liabilities before dividing scope.
Is consent or notice required?	If yes, record the instrument and lead time. If no, retain the reviewed basis. If unconfirmed, assign an owner and decision deadline.
Is the pathway executable by the required date?	Check resources, implementation, tests, approvals, notice, cost, and fallback. Escalate if any critical dependency remains unresolved.

Illustrative decision, not a client case

A low-cost reporting connector uses the seller's identity environment. A new supplier agreement alone would not remove that dependency. The team maps the identity and data rights, confirms permitted transitional use, assigns a technical owner, and schedules an end-to-end test before approving cutover.

The lesson: choose a pathway that the business can actually implement, not simply the document that is quickest to sign.

[14] Sidley, Change of control. https://www.sidley.com/en/insights/publications/2020/07/change-of-control

WORKING TOOL · SUPPLIER SEGMENTATION

Keep Criticality Separate From Disposition

Classify operational impact, then record transition complexity and the chosen pathway separately. Spend is an input, not the sole basis for priority. Retirement can be high-risk until access, data, commitments, and service dependencies are resolved.

Impact tier	How to use it
Critical	Interruption or a failed transition could materially harm operations, customers, controls, or compliance. Assign executive escalation and frequent evidence-based review.
Significant	A material disruption has a workable mitigation, but requires planned coordination, resources, and monitoring.
Routine	Low operational impact with no unresolved critical dependency. Record contract and implementation complexity separately.

Criticality screening questions

- ☐ Could interruption stop a critical business or customer process?
- ☐ Are data sensitivity, regulatory exposure, or privileged access material?
- ☐ Is there an executable alternative within the available time?
- ☐ Does another service, application, or exit wave depend on this one?
- ☐ Could supplier lead time or implementation capacity control the schedule?
- ☐ Would delay require duplicate operation, an extension, or a costly workaround?

> **Record two labels, not one**
>
> Example: “Critical / Retire” or “Routine / Retain.” Keep the impact tier until closure evidence supports a change.

Review routine items every two weeks if appropriate; increase frequency as risk or deadlines require. Escalate a threatened critical milestone immediately rather than waiting for the next meeting.

WORKING TOOL · CONTRACT-DRIVEN ROADMAP

Work Backward From Each Exit Date

There is no universal 180-day exit window. Build the plan from each service's contractual dates and longest dependencies. Start authorized supplier and exit planning early; the five phases overlap rather than waiting for fixed time bands.[15]

Planning gate	Milestone to establish
Authorize	Perimeter, information-sharing rules, decision rights, budget, service dates, and available resources.
Discover	Critical-service register, owners, entanglements, initial pathways, and latest safe decision/notice dates.
Decide and commit	Approved pathway; consents/documents; supplier capacity; implementation orders and milestones; fallback.
Build and test	Configured solution; migration/access checks; end-to-end validation; defects; runbooks; support.
Approve and cut over	Functional readiness evidence; authorized go/no-go; communication; recovery arrangements.
Stabilize and close	Accepted service; steady-state ownership; contractual service end; reconciled charges; residual obligations.

All-phase control: notices and extensions

Put notice and extension decision dates on the schedule when the service record is created. Do not leave formal notices until the final month. Confirm the mechanism, recipient, delivery evidence, internal approvals, and any conditions in the applicable agreement.

> **A request is not an extension**
>
> Confirm a contractual right or obtain the provider's agreement. Document scope, dates, charges, capacity, and approvals. Maintain an approved fallback if continued service is unavailable.

If using a 180-day planning illustration internally, label the assumed scenario and replace every date with the transaction's actual constraints.

[15] KPMG, Winning the carve-out relay: From team selection to the finish line, March 2026. https://assets.kpmg.com/content/dam/kpmgsites/xx/pdf/2026/04/winning-the-carve-out-report-april-2026.pdf

WORKING TOOL · GOVERNANCE AND RAID

Report the Decision, Not Just the Color

Here, RAID means risks, assumptions, issues, and dependencies. Use a linked decision log, or define decisions as an additional record type. Reconcile functional workplans to the authoritative service and contract record.

Record type	Minimum added detail
All records	ID; service/supplier; description; owner; status; due date; next action; evidence reference.
Risk	Likelihood, impact, response, trigger, and residual-risk owner.
Assumption	What is assumed, how it will be checked, and validation deadline.
Issue / dependency	Current impact; affected milestone; responsible workstream; resolution or predecessor.
Decision	Options, recommendation, required decision date, authorized approver, outcome, and rationale.

Illustrative RAID entry

R-014 | Critical identity dependency | Risk: supplier setup date is unconfirmed | Owner: technology lead | Trigger: no confirmed slot by the latest safe booking date | Response: escalate and validate fallback | Evidence: supplier confirmation and updated schedule. This is an example, not a transaction fact.

Executive report: decisions required

- Upcoming exits and critical services without approved pathways.
- Consent/notice blockers, overdue decisions, and critical-path movement.
- Readiness evidence outstanding, severe defects, and accepted residual risks.
- Approved budget versus forecast, extension exposure, and named executive asks.

Escalate when a latest safe date is threatened or exposure exceeds delegated authority. Record exception conditions, owner, and expiry or follow-up date.

WORKING TOOL · SUPPLIER COMMUNICATIONS

Open the Discussion Safely

Before using either template

Confirm the authorized contact, disclosure permissions, and required confidentiality arrangements. Obtain Legal's pre-close guidance where relevant. These are discussion templates, not formal notices, amendments, releases, or consent instruments.[16]

Initial supplier discussion

Subject: Authorized transition-planning discussion

Hello [name],

We would like to arrange a discussion about approved transition planning relevant to [agreement or service reference]. Please identify your commercial and implementation contacts and suggest a suitable time to review scope, the current contractual position, dependencies, and the potential timetable.

Please limit the discussion to information approved for sharing with the participants. Any proposed change must follow the agreement's change-control requirements and our authorized approval process. This inquiry is not a formal termination notice, consent request, or authorization for additional charges.

Request for transition plan

Subject: Transition-plan request for [service reference]

Hello [name],

Please provide a proposed plan by [date] covering scope, deliverables, milestones, responsibilities, resources, dependencies, testing and acceptance, cutover and fallback, and post-cutover support. Identify assumptions, exclusions, unresolved consent or licensing questions, and customer actions affecting the dates.

Separate charges required under the current agreement from proposed additional charges and explain their basis. Flag promptly if the timetable is not achievable. The plan and any changes remain subject to the applicable contractual and authorized approval processes.

[16] Wilson Sonsini, Due diligence and pre-closing conduct. https://www.wsgr.com/en/insights/back-to-school-antitrust-reminders-for-due-diligence-and-pre-closing-conduct.html

WORKING TOOL · SUPPLIER COMMUNICATIONS

Clarify Charges and Closeout Evidence

Complete the bracketed fields and use an authorized sender. A disclaimer does not override the agreement, applicable law, or your approval process.

Fee clarification

Subject: Clarification of proposed transition charges

Hello [name],

Please provide an itemized explanation of [charge reference], including the relevant contractual provision or proposed change, calculation basis, affected scope and period, assumptions, and applicable credits or offsets. Separate recurring charges, implementation work, consent or transfer charges, retained commitments, and optional enhancements.

Please identify charges that would remain after the proposed change or exit and explain why. This request seeks clarification and does not approve a new charge or waive an existing right or obligation.

Closure confirmation

Subject: Reconciliation of transition-completion records

Hello [name],

Please confirm the status of agreed deliverables for [service reference], relevant effective dates, outstanding actions, final or continuing charges, and post-transition support contacts. Where applicable, identify remaining access, licenses, data-return or retention obligations, and the party responsible for each.

We will reconcile your response with our acceptance evidence and the applicable agreements. This request does not itself terminate a service, release a party, waive a claim, or confirm final acceptance.

> **Keep the evidence trail**
>
> Record agreement/service reference, sender, recipient, date, attachments, response, follow-up owner, and any separate formal instrument required.

WORKING TOOL · NEGOTIATION CHECKLIST

Prepare, Negotiate, Approve

Use this checklist in a working session. Record status, owner, due date, evidence, and any approved exception in the authoritative tracker; an unchecked item needs a next action.

Before the negotiation

☐ Confirm the requirement, minimum continuity standard, and Legal’s interpretation.

☐ Assess spend, term, commitments, and available pricing/cost-driver evidence.

☐ Separate required transition work from future-state enhancements.

☐ Set targets, approval limits, an executable fallback, and authorized rejection conditions.

☐ Assess wider relationship leverage only within disclosure and coordination permissions.

During the negotiation

☐ Test proposed fees against scope and existing obligations; do not assume open-book rights.

☐ Where feasible, negotiate payments linked to deliverables and acceptance; honor existing terms unless changed.

☐ Define resources, dates, dependencies, escalation, and delay consequences.

☐ Protect permitted data use, migration, continuity, support, and license allocation.

☐ Address liabilities, credits, prepayments, commitments, and retained costs.

Before signature or commitment

☐ Legal approves the required legal position and document form.

☐ Service owner approves scope; Technology, Security, and Privacy give required approvals.

☐ Finance and Tax validate relevant commercial, entity, invoice, and tax arrangements.

☐ Delivery dates, resources, tests, and notices fit the integrated critical path.

☐ Authorized signatory is confirmed; the tracker reflects final terms and evidence.

WORKING TOOL · CUTOVER READINESS

Evidence Before Go/No-Go

For each area, record Owner / Status / Evidence reference / Approval date in the tracker. A service owner cannot waive a specialist or regulatory condition outside delegated authority.

Area	Validation question
Contract	Are required agreements, orders, and consents effective when needed? Were required notices delivered correctly and on time?
Users / access	Can permitted users and administrators operate under the correct entity, with approved identity and access controls?
Data / rights	Are required data reconciled, protected, recoverable, and handled under approved use, transfer, retention, and deletion arrangements?
Technology	Have applicable integration, identity, monitoring, security, and performance tests passed?
Operations	Are runbooks, people, training, support, assets, and workarounds ready?
Finance / Tax	Are supplier master data, PO issuer, invoicing, validated payment details, accruals, and tax-owner approvals correct? Has the purchasing flow been tested?
Supplier	Are delivery, support, escalation, and outstanding actions confirmed?
Contingency	Can the team execute the approved fallback if cutover fails or service degrades?
Acceptance	Are functional approvals and authorized residual-risk decisions recorded with conditions and dates?

Record the decision

Proceed; proceed with approved conditions; delay within valid TSA coverage; invoke contingency; or seek an authorized extension. A requested extension is not approved coverage. Record decision-maker, date, conditions, and follow-up owner.

PROFESSIONAL EXPERIENCE

Corporate Separation and TSA Exit

Regina Council supported procurement activities during a complex corporate separation involving business services and technology suppliers. This account is generalized to protect confidentiality; identifying company, transaction, and supplier details are omitted.

The operating challenge

Contract records, operational dependencies, commercial obligations, and future-state ownership were not fully aligned. The team faced time pressure, exposure to duplicate or stranded costs, and a need to protect continuity while establishing future supplier arrangements.

Regina’s procurement contribution

- Reconciled supplier and contract information against business requirements and the separation perimeter.
- Assessed contract risk, commercial exposure, transition requirements, and post-TSA sourcing options.
- Coordinated with business owners, Legal, Finance, Technology, and suppliers to progress contract actions and decisions.
- Applied cost and price analysis to negotiations and assessed opportunities beyond simple contract transfer.

What the work supported

The work helped clarify future supplier arrangements and post-TSA sourcing priorities. It connected contract decisions with operational needs and commercial exposure, rather than treating the separation as a document-transfer exercise.

> **Practical lesson**
>
> Do not focus only on the largest contracts. Review future-state demand, inherited commitments, duplicate services, proposed transition charges, and supplier assumptions for potential cost and risk reduction.

This is an experience example, not a claim of a standard financial outcome. Results and the appropriate approach depend on the transaction.

FIVE-QUESTION READINESS SELF-CHECK

Where Does Your Exit Need Attention?

Use this discussion tool for a defined service or exit wave. Mark Yes / Partly / No / Unknown and record an evidence reference. It is not a scored assessment, legal review, or certification of readiness.

1. Dates and ownership

Do we know every critical service's exit and notice dates, latest safe decision date, and accountable owner?

Evidence: current service register and notice calendar. Response: Yes / Partly / No / Unknown

2. Contract pathway

Are the continuing entity's rights, required contract actions, consents, and retained obligations confirmed?

Evidence: reviewed pathway and effective documents or dated action plan. Response: Yes / Partly / No / Unknown

3. Supplier delivery

Are supplier resources, implementation milestones, dependencies, and a feasible fallback aligned with the required dates?

Evidence: supplier commitments and integrated delivery plan. Response: Yes / Partly / No / Unknown

4. Cost and controls

Are transition, duplicate, stranded, extension, and future-state costs understood, with Finance/Tax ownership and required approvals?

Evidence: approved budget, forecast, and approval record. Response: Yes / Partly / No / Unknown

5. Cutover and ownership

Do named owners hold the test, acceptance, functional approval, hypercare, and steady-state handoff evidence needed to exit?

Evidence: readiness record and authorized go/no-go criteria. Response: Yes / Partly / No / Unknown

> **What to do with an unclear answer**
>
> Do not average the responses. A single critical gap can require action. Assign an owner, next step, due date, and escalation route; then decide whether focused procurement support would help.

YOUR NEXT STEP

Discuss Your TSA Procurement Challenge

Is an unresolved supplier or contract dependency putting your exit timing or continuity at risk? An initial conversation can help identify where procurement support may be useful.

> **Schedule a 30-minute Procurement Strategy Call**
>
> Discuss your transaction stage, target exit date or dates, and the supplier or contract issue causing the most concern. The purpose is to understand priorities and whether a focused SourceWise engagement would be appropriate.

Schedule a Procurement Strategy Call

A practical starting point

A focused engagement can begin with an agreed review of critical supplier dependencies, contract-action gaps, and procurement exit priorities. Scope, access to information, deliverables, timing, and fees are agreed separately; the introductory call is not a full readiness assessment.

About Regina and SourceWise

Regina Council is Founder and Principal of SourceWise Solutions LLC, with more than 20 years of strategic sourcing and procurement experience, including corporate separation and TSA exit support. Clients work directly with Regina on defined commercial and supplier challenges.[17]

M&A, Integration & TSA Procurement Advisory supports supplier and contract assessment, procurement exit planning, supplier negotiations, transition cost control, and post-TSA sourcing. Work is coordinated with your Legal, Finance, Tax, Technology, Security, Privacy, business, and separation teams.

Explore M&A and TSA Procurement Advisory

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Please do not send confidential agreements, supplier pricing, personal data, or nonpublic transaction details through an initial inquiry or booking form. No confidential documents are needed for the initial conversation. An appropriate sharing method can be agreed if more information is needed.

Privacy and inquiry information

[17] SourceWise Solutions, About. https://www.sourcewisesolution.com/about.html