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THE CONCESSION CONTRACT FOR THE OFFICIAL PUBLISHING OF THE GAZETTE

**(1) SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT (“DCMS”) as
represented by The National Archives**

- and -

(2) THE STATIONERY OFFICE (TSO)

CONTRACT

relating to

THE CONCESSION CONTRACT FOR THE OFFICIAL PUBLISHING OF THE GAZETTE

THIS CONTRACT is made on [date to be inserted]

BETWEEN:

- (1) The **SECRETARY OF STATE FOR CULTURE, MEDIA AND SPORT ("DCMS")** as represented by The National Archives, which is a non-ministerial Government department and executive agency, whose offices are located at Bessant Drive, Kew, Richmond, Surrey TW9 4DU (the **"Grantor"**)

AND

- (2) The **Stationery Office Limited**, a company registered in England and Wales under company number **03049649** and whose registered office is at **St Andrews Business Park, 18 Central Avenue, Norwich NR7 0HR**. (the **"Concessionaire"**)

(together the **"Parties"** and singularly, a **"Party"**)

WHEREAS

- A) On **6 November 2023** the Grantor issued an Invitation to Tender (**"ITT"**) in respect of the concessionary provision of services in relation to printing, publishing and distribution of the London, Belfast and Edinburgh Gazettes (**"The Gazette"**).
- (B) In response to the ITT, the Concessionaire submitted a tender (**"Tender"**) dated **19 April 2024**.
- (C) On the basis of that Tender and negotiations with the Grantor, the Grantor has selected the Concessionaire to provide the services referred to above in accordance with the terms and conditions of this Contract.
- (D) The Grantor and the Concessionaire acknowledge that the services to be provided under the terms of this Contract are to be provided on a concessionary basis.

NOW IT IS AGREED AS FOLLOWS:

SECTION A: GENERAL PROVISIONS

1. Definitions

- 1.1. In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions will have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2. Additional definitions have also been incorporated into the individual schedules appended to this Contract. In the event of conflict between a definition in Schedule 1 (Definitions) and a definition in another Schedule, the latter will prevail within the relevant Schedule ONLY, the former will prevail in all other parts of this Contract.

2. Interpretation

- 2.1. The interpretation and construction of this Contract will be subject to the following provisions:
- 2.1.1. the singular includes the plural and vice versa;
 - 2.1.2. reference to a gender includes the other gender and the neuter;
 - 2.1.3. reference to a Clause or Paragraph is a reference to the whole of that Clause or Paragraph unless stated otherwise;
 - 2.1.4. reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted from time to time, whether before or after the date of this agreement and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this agreement;
 - 2.1.5. reference to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - 2.1.6. any phrase introduced by the words “includes”, “including”, “in particular”, “for example” or similar will be construed as illustrative and without limitation to the generality of the related general words;
 - 2.1.7. headings are included in this Contract for ease of reference only and will not affect the interpretation or construction of this Contract; and
 - 2.1.8. the Schedules form an integral part of this Contract and will have effect as if set out in full in the body of this Contract.

3. Duration of Contract

3.1. This Contract will take effect on the Contract Date and unless it is terminated by operation of Law, or in accordance with the provisions of the Contract, or otherwise lawfully terminated, it will expire at the end of the Term.

4. Scope

4.1. Subject to Clause 4.2 the Grantor hereby grants the Concessionaire for the Term the non-exclusive right to print, publish, market and sell the Publications in all Formats throughout the world and the Grantor reserves all rights including without limitation:

- 4.1.1. the right to publish itself in any Format the material comprised in the Publications;
- 4.1.2. the right to publish itself or to license others to publish the information in the Publications in another Format; and
- 4.1.3. the right to license the re-use of such material in accordance with the 'UK Government Licensing Framework' available on <http://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework/> and which may be amended from time to time.

4.2. Notwithstanding Clause 4.1, but subject to Clause 53 (Step-In Rights), during the Term no other person other than the Concessionaire will be licensed or otherwise afforded by the Grantor the right to print, publish and distribute (whether or not as a Sub-Contractor or on behalf of the Grantor) the Publications in any Format as the Official Publisher.

4.3. No rights of copyright in the Publications will accrue to the Concessionaire under this Contract.

5. Payment Provisions

5.1. In consideration of the rights granted to the Concessionaire under this Contract the Concessionaire agrees to pay the Grantor royalty payments as calculated in accordance with Schedule 9 (Royalties, Payments and Invoicing) and to perform all other obligations on the Concessionaire as set out in the Contract.

5.2. Unless otherwise provided, each Party will bear its own costs and expenses incurred in respect of compliance with this Contract.

- 5.3. If the Concessionaire fails to pay any undisputed Royalty properly invoiced under this Contract, the Grantor will have the right to charge interest thereon at 8% (eight per cent) above the then current Bank of England base rate from time to time, calculated from the date the payment was due until the date payment is actually made.
- 5.4. The Parties will comply with the provisions of Schedule 17 (Financial Distress) in relation to the assessment of the financial standing of the Concessionaire and the consequences of a change to that financial standing.
- 5.5. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Concessionaire will:
- a) notify the Grantor in writing of such fact within 30 Working Days of becoming aware of its occurrence; and
 - b) promptly provide to the Grantor on request:
 - (i) details of the steps which the Concessionaire is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Grantor may reasonably require.

6. Concessionaire's Status

6.1. At all times during the Term the Concessionaire will be an independent Concessionaire and nothing in this Contract will create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly, save as expressly permitted by the terms of this Contract, neither Party will be authorised to:

6.1.1. act in the name of, or on behalf of, or otherwise bind the other Party; nor

6.1.2. make representations or enter into any commitments for or on behalf of the other Party.

7. Contract Management

7.1. The Parties agree to govern this Contract through the structures and processes detailed in Schedule 10 (Governance and Reporting).

8. Concessionaire's Staff

8.1. All personnel deployed by the Concessionaire on the work relating to the Contract will do so with all due skill, care and diligence and must have appropriate qualifications and competence as are necessary for the proper delivery of the Services in accordance with this Contract and in all respects be acceptable to the Grantor acting reasonably. Where so required, full particulars of all personnel to be so employed will be forwarded in advance to the Grantor for confirmation of acceptability.

8.2. If the Grantor reasonably believes that any of the Concessionaire Staff are unsuitable to undertake work in respect of this Contract, it may direct the Concessionaire to end the involvement in the provision of the Services of the relevant person(s).

8.3. The Concessionaire will during the Term have sole responsibility for the wages, taxes, etc. payable to the Staff and hereby indemnifies the Grantor against any and all liabilities relating to their employment (including any liabilities under TUPE) except to the extent of acts or omission of the Grantor or Replacement Concessionaire.

8.4. The Concessionaire will:

- a) subject to Schedule 21 (Staff Transfer), retain overall control of the Concessionaire Staff at all times so that the Concessionaire Staff will not be deemed to be employees, agents or contractors of the Grantor; and
- b) be liable at all times for all acts or omissions of Concessionaire Staff, so that any act or omission of a member of any Concessionaire Staff which results in a Default under this Contract will be a Default by the Concessionaire.

9. Key Personnel

- 9.1. The Concessionaire will ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 11 (Key Personnel and Sub-Contractors) lists the Key Roles and names of the persons who the Concessionaire will appoint to fill those Key Roles at the Effective Date.
- 9.2. The Grantor may identify any further roles as being Key Roles and, following agreement to the same by the Concessionaire, the relevant person selected to fill those Key Roles will be included on the list of Key Personnel.
- 9.3. The Concessionaire will not unreasonably remove or replace any Key Personnel (including when carrying out Exit Management) unless:
- a) requested to do so by the Grantor;
 - b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - c) the person's employment or contractual arrangement with the Concessionaire or a Sub-contractor is terminated for material breach of contract by the employee; or
 - d) the Concessionaire obtains the Grantor's prior written consent (such consent not to be unreasonably withheld or delayed).
- 9.4. The Concessionaire will use reasonable endeavours to:
- a) notify the Grantor promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Concessionaire will ensure appropriate temporary cover for that Key Role);
 - b) ensure that any Key Role is not vacant for any longer than 10 Working Days;
 - c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
 - d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and

- e) ensure that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

10. Income Tax and National Insurance Contributions

10.1. Where the Concessionaire or any Concessionaire Staff are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Concessionaire will:

- a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- b) indemnify the Grantor against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Concessionaire or any Concessionaire Staff except where such results from an act or omission of the Grantor or a Replacement Concessionaire.

11. Staff Transfer

- 11.1. The Parties acknowledge that the commencement, expiry and/or termination of this Contract may constitute a relevant transfer for the purposes of TUPE. The provisions of Schedule 21 (Staff Transfer) will apply on such commencement, expiry and/or termination.

12. Grantor's Obligations

- 12.1. Save as otherwise expressly provided, the obligations of the Grantor under this Contract are obligations of the Grantor in its capacity as a contracting counterparty and nothing in this Contract will operate as an obligation upon, or in any other way fetter or constrain the Grantor in any other capacity, nor will the exercise by the Grantor of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Grantor to the Concessionaire.

13. Appointment of Sub-contractors

- 13.1. The Concessionaire will exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Concessionaire is able to:

- 13.1.1. manage any Sub-contractors in accordance with Good Industry Practice;
- 13.1.2. comply with its obligations under this Contract in the delivery of the Services;
and
- 13.1.3. assign, novate or otherwise transfer to the Grantor or any Replacement Concessionaire any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.

- 13.2. Prior to sub-contracting any of its obligations under this Contract, the Concessionaire will notify the Grantor in writing of:

- 13.2.1. the proposed Sub-contractor's name, registered office and company registration number;
- 13.2.2. the scope of any Services to be provided by the proposed Sub-contractor;
and
- 13.2.3. where the proposed Sub-contractor is an Affiliate of the Concessionaire, evidence that demonstrates to the reasonable satisfaction of the Grantor that the proposed Sub-contract has been agreed on "arm's-length" terms.

- 13.3. The Concessionaire will also provide:

- 13.3.1. a copy of the proposed Sub-contract; and

13.3.2. any further information reasonably requested by the Grantor.

13.4. The Grantor may object to the appointment of the relevant Sub-contractor if it considers that:

13.4.1. the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Grantor;

13.4.2. the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;

13.4.3. the proposed Sub-contractor employs unfit persons; and/or

13.4.4. the proposed Sub-contractor should be excluded in accordance with Clause 15 (Termination of sub-contracts);

in which case, the Concessionaire will not proceed with the proposed appointment.

14. Appointment of Key Sub-contractors

14.1. Where the Concessionaire wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. For these purposes, the Grantor may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

14.1.1. the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Grantor;

14.1.2. the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

14.1.3. the proposed Key Sub-contractor employs unfit persons; and/or

14.1.4. the proposed Key Sub-contractor should be excluded in accordance with Clause 15 (Termination of sub-contracts).

14.2. The Concessionaire consents to the appointment of the Key Sub-contractors listed in Schedule 21 Annex E (Notified Key Sub-contractors).

14.3. Except where the Grantor has given its prior written consent, the Concessionaire will ensure that each Key Sub-contract will include:

14.3.1. provisions which will enable the Concessionaire to discharge its obligations under this Contract;

14.3.2. a right under CRTA for the Grantor to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon the Grantor;

14.3.3. a provision enabling the Grantor to enforce the Key Sub-contract as if it were the Concessionaire;

14.3.4. a provision enabling the Concessionaire to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Grantor or any Replacement Concessionaire without restriction (including any need to obtain any consent or approval) or payment by the Grantor;

14.3.5. obligations no less onerous on the Key Sub-contractor than those imposed on the Concessionaire under this Contract in respect of:

a) data protection requirements;

b) FOIA requirements;

c) the obligation not to embarrass the Grantor or otherwise bring the Grantor into disrepute; and

- d) the keeping of records in respect of the services being provided under the Key Sub-contract, including the maintenance of Open Book Data.

14.4. The Concessionaire will not terminate or materially amend the terms of any Key Sub-contract without the Grantor's prior written consent, which will not be unreasonably withheld or delayed.

15. Termination of Sub-contracts

15.1. The Grantor may require the Concessionaire to terminate:

15.1.1. a Sub-contract where:

- a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Grantor's right of as set out in this Contract;
- b) the relevant Sub-contractor or any of its Affiliates have embarrassed the Grantor or otherwise brought the Grantor into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Grantor, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;
- c) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and

15.1.2. a Key Sub-contract where there is a change of Control of the relevant Key Sub-contractor, unless:

- a) the Grantor has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
- b) the Grantor has not served its notice of objection within 6 months of the later of the date the change of Control took place or the date on which Retention of Legal Obligations

15.2. The Concessionaire will remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Concessionaire Personnel and/or which are Sub-contracted by the Concessionaire, an obligation on the Concessionaire to do or to refrain from doing any act or thing under this Contract, will include an obligation on the Concessionaire to procure that the Concessionaire Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

SECTION B: SERVICES

16. Term

16.1. This Contract will:

16.1.1. come into force on the Effective Date, save for Clause 1 (Definitions), 2 (Interpretation), 36 (Warranties and Representations), Term, 41 (Confidential Information), 42 (Transparency and Freedom of Information), 43 (Publicity, Media and Official Enquiries), 47 (Liability), 67 (Waiver), 71 (Remedies Cumulative), 73 (Entire Agreement), and 78 (Governing Law and Jurisdiction), which will be binding and enforceable as between the Parties from the date of signature; and

16.1.2. unless terminated at an earlier date by operation of Law or in accordance with Clause 49 (Termination on Insolvency and Change of Control), 50 (Termination on Default) and 51 (Termination (other)), terminate at the end of the Initial Term.

17. Condition Precedent

17.1. Save for Clauses 1 (Definitions), 2 (Interpretation), 36 (Warranties and Representations), Term, 41 (Confidential Information), 42 (Transparency and Freedom of Information), 43 (Publicity, Media and Official Information), 47 (Liability), 67 (Waiver), 71 (Remedies Cumulative), 73 (Entire Agreement), and 78 (Governing Law and Jurisdiction), this Contract is conditional upon the valid execution and delivery to the Grantor of the Guarantee (the "Condition Precedent"). The Grantor may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Concessionaire notice in writing.

17.2. The Concessionaire will satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Contract then, unless the Condition Precedent is waived by the Grantor in accordance with Clause 17.1:

17.2.1. this Contract will automatically cease and will not come into effect; and

17.2.2. neither Party will have any obligation to pay any compensation to the other Party as a result of such cessation, other than for sums due and owing.

17.3. The Concessionaire will consult with the Grantor in relation to the steps it takes to satisfy the condition set out in Clause 17.1 and will keep the Grantor fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 17.2.

18. Service Implementation

- 18.1. The Concessionaire will deliver for approval by the Grantor an Implementation Plan prepared in accordance with Schedule 3 (Implementation Period). The Concessionaire's performance of its obligations under this Clause 18.1 will be monitored against the Transition Plan and Implementation Plan as relevant.

19. Approval of Milestones and Targets

- 19.1. When the Concessionaire has completed the Services in respect of a Milestone it will submit any Deliverables relating to that Milestone for Approval and the Parties will comply with the applicable provisions as specified in Schedule 2 (Services Description), Schedule 3 (Implementation Period) and Schedule 10 (Governance and Reporting).
- 19.2. When the Concessionaire has completed the Services in respect of a Target it will submit any Deliverables relating to that Target for Approval and the Parties will comply with the applicable provisions as specified in Schedule 2 (Services Description), Schedule 3 (Implementation Period) and Schedule 10 (Governance and Reporting).

20. The Services

- 20.1. The Concessionaire will ensure that the Services comply in all respects with the Requirements at all times as from the respective dates that they are to be provided.
- 20.2. The Concessionaire agrees throughout the Term and within reasonable timescales to:
- 20.2.1. make the Transformation Assets (or part thereof) publicly available during the Term and thereafter for so long as necessary to comply with its obligations under Schedule 20 (Exit Management);
 - 20.2.2. grant a perpetual, assignable, royalty-free and non-exclusive licence of the Transformation Assets (including any part made available in accordance with Clause 20.2.1 above) to the Grantor; and/or
 - 20.2.3. take all such further action as is required to give full effect to the rights granted to the Grantor in this Clause 20.2.3.

20.3. If the Grantor informs the Concessionaire in writing that the Grantor reasonably believes that any part of the Services does not meet the Specifications or differs in any way from the Requirements, and this is other than as a result of a Default by the Grantor, the Concessionaire will at its own expense re-schedule and perform or re-perform those Services and/or the obligation in question in accordance with the Specifications and the Requirements within such additional time as may be specified by the Grantor. This will be without prejudice to the right of the Grantor to exercise those rights set down in Clauses 50 (Termination on Default) and 52 (Consequences of Expiry or Termination) of this Contract.

21. Service Levels

21.1. From the Commencement Date, the Concessionaire will at all times achieve or exceed the Service Levels and Targets in respect of the Services.

21.2. In addition to its obligations pursuant to Clause 21.1, the Concessionaire will perform the Services with promptness, diligence and in a professional manner, in accordance with the Law and Good Industry Practice, to include the Service Manual and the Technology Code of Practice.

21.3. The Concessionaire will at all times comply with the Quality Standards, and where applicable will maintain accreditation with the relevant Quality Standards authorisation body, including as set out in the Service Manual and the Technology Code of Practice.

21.4. The Concessionaire acknowledges that its failure to comply with Clauses 21.2 and 16.3 may have a material adverse impact on the operations and/or reputation of the Grantor. If the Concessionaire fails to comply with Clause 21.2 and/or 21.3 in respect of any the Services, or Quality Standard, or any aspect of any Services or Quality Standards, such failure will be treated in accordance with the regime set out in Schedule 7 (Performance Management and Service Levels).

21.5. To the extent that the standard of Services has not been specified in this Contract, the Concessionaire will agree the relevant standard of the Services with the Grantor prior to the supply of the Services.

21.6. The Concessionaire will ensure that all Staff supplying the Services do so with all due skill, care and diligence.

21.7. The Concessionaire will discuss with the Grantor any conflict that the Concessionaire reasonably believes that there is or will be between any of the requirements of this Contract, and will comply with the Grantor's decision on the resolution of any such conflict.

22. Service Improvements and Development

22.1. As part of its quality management process during the Term, the Concessionaire will regularly explore and identify opportunities to improve and enhance the Services as required in Schedule 2 (Services Description). This will include, but not be limited to:

22.1.1. evidenced delivery against the Targets set out in Schedule 2 (Services Description) and Schedule 3 (Implementation Period); and

22.1.2. at no extra cost to the Grantor, the continuous improvement and enhancement of the Services through business development, and the identification and application of proven techniques, tools, procedures and other improvements, including those used within the Concessionaire's other operations that would benefit the Grantor financially or otherwise so as to provide continuous quality improvement and develop the Services.

22.2. As part of this obligation the Concessionaire will identify and report to the Grantor at the governance meetings as specified in Schedule 10 (Governance and Reporting).

23. Control of Contract Standard

23.1. The Concessionaire will at the Commencement Date instigate and maintain throughout the Term a system which ensures that the Services are carried out to the Contract Standard. This system will be based on and incorporate the mechanisms set out in this Clause 23 and all relevant requirements of the Specifications.

23.2. The Grantor and the Concessionaire will meet at intervals during the Term, to monitor the provision of the Services and to resolve any complaints, disputes or problems referred to the meeting. These meetings will take place in accordance to the requirements set out in Schedule 7 (Performance Management and Service Levels) and Schedule 10 (Governance and Reporting). In exceptional circumstances a meeting may be called by either Party to resolve any immediate difficulties. These meetings will be minuted by the Concessionaire and copied to both Parties.

23.3. On date(s) to be agreed, formal meeting(s) will review past, current and future conduct of the Contract and delivery of the Services. These meetings will be minuted by the Concessionaire and copied to both of the Parties to this Contract.

23.4. The Concessionaire will submit formal reports as set out in Schedule 7 (Performance Management and Service Levels) and Schedule 10 (Governance and Reporting) (with the exception of the 'Monthly Financial Information Report' under Schedule 10 which is subject to the delivery times specified therein) highlighting problems and potential problems and suggesting remedies and improvements if necessary.

24. The Editorial and Advertisement Service

24.1. The Concessionaire will provide an Editorial and Advertisement Service for the receipt and editing of Notices which may be received from local and central Government Departments, legal representatives, advertising agencies (on behalf of Advertisers), the general public and/or other bodies and/or organisations. This Editorial and Advertisement Service will be provided subject to the Terms and Conditions of Service (as may be amended by agreement between the Parties from time to time) that will be reviewed and approved by the Strategy Board and include those set out in this Clause 19.

24.2. In relation to the Editorial and Advertisement Service:

24.2.1. prior to the commencement of such a service the categories of type of Notice will have been agreed by the Grantor, such agreement not to be unreasonably withheld;

24.2.2. the Grantor may object to the inclusion of a particular category of Notice or the content of a particular Notice if in its reasonable opinion such category of Notice or particular Notice would detract from the status of The Gazette as the official Government newspapers or the good name of the Grantor or be otherwise unsuitable for whatever reason in which event the Concessionaire will agree not to publish a Notice in such category or a particular Notice unless amended and/or until such category of Notice or particular Notice is in the reasonable opinion of the Grantor suitable to be published in The Gazette;

24.2.3. the Grantor will have no responsibility whatsoever for the content of a Notice.

24.3. The Editorial and Advertisement Service for Notices will provide an editorial service which will be restricted as follows:

24.3.1. the sense of the Notice submitted by the customer must not be altered;

24.3.2. Notices will be edited for house style only, not for content;

24.3.3. Notices are edited to remove obvious and unnecessary duplications of information;

24.3.4. Notices are edited to re-position material for style;

24.3.5. any additions or deletions required in order to include the minimum necessary information set out in the Business Rules and Business Process Manual will be confirmed with the customer; and

- 24.3.6. no amendments to the text (other than those made as a consequence of 24.3.1 – 24.3.5 above) will be made without written confirmation from the Advertiser.
- 24.4. The Concessionaire will be able to levy a charge for all Notices inserted within The Gazette, in accordance with Schedule 8 (Pricing).
- 24.5. Any Re-insertion which is required as a result of a publishing error will be made without charge to the Advertiser and any necessary compensation payment will be met by the Concessionaire subject to the terms and conditions agreed with the relevant Advertiser. The figure for Re-insertions each Month will be provided by the Concessionaire in respect of The Gazette and these will be measured by reference to the Month of Re-insertion. Excluded from this obligation are:
- 24.5.1. any circumstances where a Notice category heading is omitted from The Gazette;
 - 24.5.2. when exceptional circumstances create a need for The Gazette to be produced through a non-usual production route, or
 - 24.5.3. when Force Majeure applies.
- 24.6. Subject to Clause 24.5 above, all costs associated with the acceptance, editing and publication of Notices will be met by the Concessionaire for the Term.
- 24.7. The Concessionaire will collect all revenues relating to The Gazette.

PROVISION OF THE SERVICES

25. Publishing

25.1. Subject to Clause 4 (Scope), the Concessionaire will have the right for the Term to publish on behalf of the Grantor as the Official Publisher all future editions of The Gazette in print and electronic formats as specified in Schedule 2 (Services Description).

25.2. The Concessionaire will:

25.2.1. provide The Gazette data as required to fulfil the obligations set out in Schedule 2 (Services Description) pursuant to supporting the Grantor to permanently preserve The Gazette in its digital preservation infrastructure;

25.2.2. in relation to each Gazette published by the Concessionaire pursuant to this Contract, take such steps as are reasonably necessary (including without limitation the maintenance of suitable (having regard to the nature of and demand for the relevant document) stocks, rapid reprint facilities and/or high definition facsimile copying facilities) to ensure that the relevant document can be made available for sale to any person for a minimum period of at least one (1) calendar year from the date on which it was first published, at a price no greater than the then maximum cover price for that document agreed by the Parties pursuant to Schedule 8 (Pricing), provided that those special arrangements will apply in relation to the recovery of costs where the Concessionaire produces Special Editions as set out in Schedule 2 (Services Description);

25.2.3. ensure that copies of any Gazette published by the Concessionaire under this Contract will be deposited in the libraries in which such deposit is defined and required by law within the time stipulated in the relevant legislation; and

25.2.4. provide to the Grantor, without charge, up to twelve (12) copies of the 'New Year Honours' and 'Birthday Honours' lists, provided printed on parchment, hole-punched and ribboned. The Grantor may also request up to twelve (12) copies of any other ad-hoc 'Honours List' printed on parchment, hole-punched and ribboned, and any ad hoc copies of The Gazette it requires, for example for presentations or meetings.

25.3. All costs associated with the Services will be met by the Concessionaire during the Term.

26. Online Publishing Services

- 26.1. The Concessionaire will publish all the Publications and provide access to Users to the Publications and the information in them in electronic Format via the World Wide Web, in accordance with Schedule 2 (Services Description).
- 26.2. The Concessionaire will retain all Publications and provide access to Users to such retained Publications and the information in them worldwide in an electronic Format via the World Wide Web ("Retained Publishing Services").
- 26.3. All costs associated with complying with this Clause 26 will be paid by the Concessionaire.

27. Interruption of Service

- 27.1. If and as soon as the Concessionaire becomes aware that for any period of time, however short, that it is unlikely to be able for any reason, including Force Majeure, to satisfy in full its obligations to provide the Services under this Contract, the Concessionaire will give immediate notice to the Grantor.
- 27.2. In such circumstances the Concessionaire will be entitled to engage another supplier approved by the Grantor to provide any of the Services which the Concessionaire has given notice under Clause 27.1 that it cannot provide.
- 27.3. Any additional costs incurred in respect of the Concessionaire contracting the Services in accordance with Clause 27.2 to another supplier will be met by the Concessionaire.

28. Demise of the Crown

- 28.1. In the event of the Demise of the Crown special arrangements will need to be made to ensure urgent publication of Special Editions of The Gazette as specified in Schedule 2 (Services Description) of this Contract. A number of associated Proclamations and Orders will also be required to be produced.
- 28.2. The Concessionaire will be required to ensure that it has emergency publishing arrangements in place to ensure that the requirements as set out in Schedule 2 (Services Description) can be met in the event of the demise occurring on other than a normal business day. Details of these arrangements and the contact details for relevant Staff should be advised to the Grantor.

SECTION C: CONCESSIONAIRE'S GENERAL OBLIGATIONS

29. Due Diligence (General)

29.1. The Concessionaire acknowledges and agrees that:

29.1.1. the Grantor has delivered or made available to the Concessionaire all of the information and documents that the Concessionaire considers necessary or relevant for the performance of its obligations under this Contract;

29.1.2. it has made and will make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Grantor;

29.1.3. it has raised all relevant due diligence questions with the Grantor prior to signing this Contract;

29.1.4. it has entered into this Contract in reliance on its own due diligence; and

29.1.5. it did not rely upon any representation made by or on behalf of the Grantor when entering into this Contract.

30. Conflicts of Interest

30.1. The Concessionaire will take appropriate steps to ensure that neither the Concessionaire nor any Staff is placed in a position where, in the reasonable opinion of the Grantor, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Concessionaire (or any Staff) and the duties owed to the Grantor under the provisions of this Contract. The Concessionaire will disclose to the Grantor full particulars of any such conflict of interest which may arise.

30.2. If the Concessionaire believes there may be an actual conflict, or a potential conflict of interest as set out in Clause 30.1, it will set out to the Grantor its proposals for resolution prior to giving notice or taking such other steps that are deemed necessary, without prejudice to the right of action or remedy envisaged in Clause 30.2. The Grantor reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Grantor, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Concessionaire (or any Staff) and the duties owed to the Grantor under the provisions of this Contract. The actions of the Grantor pursuant to this Clause will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Grantor.

31. Compliance with Anti-slavery and Human Trafficking Laws and Policies

31.1. In performing its obligations under the Contract, the Concessionaire will:

- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- c) include in its contracts with its Sub-contractors' and suppliers' anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 31.

32. Due Diligence (Anti-slavery and Human Trafficking)

32.1. The Concessionaire represents and warrants that at the date of this Contract neither the Concessionaire nor any of its officers, employees or other persons associated with it:

- a) has been convicted of any offence involving slavery and human trafficking; and
- b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

32.2. The Concessionaire will implement due diligence procedures for its Sub-contractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

33. Reports

33.1. The Concessionaire will notify the Grantor as soon as it becomes aware of:

- a) any breach, or potential breach, of the Anti-slavery Policy; or
- b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

33.2. The Concessionaire will prepare and deliver to the Grantor, on request each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

33.3. If the Concessionaire makes a notification to the Grantor pursuant to this Clause 33, the Concessionaire will respond promptly to the Grantor's reasonable enquiries, co-operate with any reasonable investigation, and allow the Grantor to audit any relevant books, records and/or any other relevant documentation relevant to this Contract.

33.4. If the Concessionaire breaches this Clause 33 the Grantor may:

- a) give notice requiring the Concessionaire to remove from performance of this Contract any Concessionaire Staff or Sub-contractor whose acts or omissions caused the Concessionaire to breach this Clause 33 and requiring the Concessionaire to pay any costs, expenses, losses or other financial liabilities incurred by the Grantor as a result of the breach; and/or
- b) immediately terminate this Agreement for Default.

33.5. Any notice served by the Grantor under Clause 33 will specify the nature of the breach of any anti-slavery or human trafficking law, the identity of the party who the Grantor believes has committed the breach and the action that the Grantor has elected to take (including, where relevant, the date on which this Contract will terminate).

34. Prevention of Fraud and Bribery

34.1. The Concessionaire represents and warrants that neither it, nor to the best of its knowledge any Concessionaire Staff, have at any time prior to the Effective Date:

- a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

34.2. The Concessionaire will not during the term of this Contract:

- a) commit a Prohibited Act; and/or
- b) do or suffer anything to be done which would cause the Grantor or any of the Grantor's employees, consultants, contractors, sub-contractors or

agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

34.3. The Concessionaire will during the term of this Contract:

- a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- b) keep appropriate records of its compliance with its obligations under Clause 32 and make such records available to the Grantor on request.

34.4. The Concessionaire will immediately notify the Grantor in writing if it becomes aware of any breach of Clause 34.1 and/or 34.2 or has reason to believe that it has or any of the Concessionaire Staff have:

- a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

34.5. If the Concessionaire makes a notification to the Grantor pursuant to Clause 34.4, the Concessionaire will respond promptly to the Grantor's enquiries, co-operate with any investigation, and allow the Grantor to Audit any books, records and/or any other relevant documentation. If the Concessionaire is in Default under Clauses 34.1 and/or 34.2, the Grantor may by notice:

- a) require the Concessionaire to remove from performance of this Contract any Concessionaire Staff or Sub-contractor whose acts or omissions have caused the Default; or
- b) immediately terminate this Contract.

34.6. If the Concessionaire is in Default under Clauses 34.1 and/or 34.2, the Grantor may by notice:

- a) require the Concessionaire to remove from performance of this Contract any Concessionaire Staff or Sub-contractor whose acts or omissions have caused the Default; or
- b) immediately terminate this Agreement.

34.7. Any notice served by the Grantor under Clause 34.6 will specify the nature of the Prohibited Act, the identity of the party who the Grantor believes has committed the Prohibited Act and the action that the Grantor has elected to take (including, where relevant, the date on which this Contract will terminate).

35. Discrimination

35.1. The Concessionaire will:

- a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Grantor's equality and diversity policy as outlined in Schedule 19 (Policies), subject to the provisions of Paragraph 1 of that Schedule; and
 - (iii) any other requirements and instructions which the Grantor reasonably imposes in connection with any equality obligations imposed on the Grantor at any time under applicable equality Law; and
- b) take all necessary steps, and inform the Grantor of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

35.2. The Concessionaire will take all reasonable steps to secure the observance of Clause 35.1 by all Staff.

36. Warranties and Representations

36.1. The Grantor represents and warrants that:

- a) it has full capacity and authority to enter into and to perform this Contract;

- b) this Contract is executed by its duly authorised representative;
- c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract; and
- d) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

36.2. The Concessionaire warrants and represents that:

- a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- b) it has full capacity and authority to enter into and to perform this Contract;
- c) this Contract is executed by its duly authorised representative;
- d) it has all necessary consents and regulatory approvals to enter into this Contract;
- e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its affiliates that might affect its ability to perform its obligations under this Contract;
- f) its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- g) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);

- h) all written statements and representations in any written submissions made by the Concessionaire as part of the procurement process, including without limitation its response to the Invitation to Tender (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Concessionaire has otherwise disclosed to the Grantor in writing prior to the date of this Contract;
- i) it has notified the Grantor in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- j) it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Concessionaire Background IPRs and any other materials made available by the Concessionaire (and/or any Sub-contractor) to the Grantor which are necessary for the performance of the Concessionaire's obligations under this Contract and/or the receipt of the Services by the Grantor;
- k) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract; and
- l) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Concessionaire or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Concessionaire's assets or revenue.

- 36.3. The representations and warranties set out in Clause 36.2 will be deemed to be repeated by the Concessionaire on the Effective Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 36.4. Each of the representations and warranties set out in Clauses 36.1 and 36.2 will be construed as a separate representation and warranty and will not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 36.5. If at any time a Party becomes aware that a representation or warranty given by it under Clause 36.1 or 36.2 has been breached, is untrue or is misleading, it will immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 36.6. For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty will not preclude any right of termination which the Grantor may have in respect of breach of that provision by the Concessionaire.
- 36.7. Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
- 36.8. The Registers described in Schedule 20 (Exit Management) and/or the Business Process Manual will be adequate to enable the Grantor or the Replacement Concessionaire to provide the Services on termination or expiry of this Contract.

37. Environmental Requirements

- 37.1. The Concessionaire is expected to give due regard to environmental considerations throughout the performance of this Contract, including use of materials that are or can be recycled and materials that are environmentally safe. The Concessionaire will perform its obligations under this Contract in accordance with the Grantor's environmental policy as outlined in Schedule 19 (Policies), which is to promote the use of environmentally-friendly processes and materials.

38. Health and Safety

- 38.1. The Concessionaire will promptly notify the Grantor of any health and safety hazards which may arise in connection with the performance of its obligations under this Contract.
- 38.2. The Concessionaire will perform its obligations under this Contract (including those in relation to the Services) in accordance with:

38.2.1. all applicable Law regarding health and safety; and

38.2.2. the Health and Safety Policy whilst at the Grantor's Premises.

CONCESSIONAIRE'S INFORMATION OBLIGATIONS

39. Data Protection

39.1. The Concessionaire will indemnify the Grantor against any and all Losses incurred by the Grantor due to breach by the Concessionaire of Data Protection Legislation or Clause 46 (Intellectual Property Rights).

39.2. Where any Personal Data are processed in connection with the exercise of the Parties' rights and obligations under this Concessionary Contract, the Parties acknowledge that for the purposes of Data Protection Legislation, the Grantor is the Data Controller and the Concessionaire is the Data Processor.

39.3. The Concessionaire, as Data Processor, will:

- a) process that Personal Data only in accordance with the instructions from the Grantor to perform its obligations under this Concessionary Contract and as set out in Schedule 13 (Processing Personal Data) unless the Concessionaire as Data Processor is required to do otherwise by Law. If it is so required, the Concessionaire will promptly notify the Grantor before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures, including the measures set out in Schedule 12 (Transparency and Intellectual Property Rights), which the Grantor may reasonably reject (but failure to reject will not amount to approval by the Grantor of the adequacy of the Protective Measures) having taken account of the;
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

39.4. Ensure that:

- a) the Concessionaire Personnel do not process Personal Data except in accordance with this Contract and in particular Schedule 13 (Processing Personal Data);

- b) it takes all reasonable steps to ensure the reliability and integrity of any Concessionaire Personnel who have access to the Personnel Data and ensure that they:
 - (i) are subject to appropriate confidentiality undertakings with the Concessionaire or Sub processor;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personnel Data to any third party unless directed in writing to do so by the Grantor or as otherwise permitted by this Contract; and
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data;

39.4.1. not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the Grantor has been obtained and the following conditions are fulfilled:

- a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- b) The Grantor and/or the Concessionaire has provided appropriate safeguards in relation to the transfer as determined by the Grantor;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the Concessionaire complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or if it is not so bound, uses its best endeavours to assist the Grantor in meeting its obligations); and
- e) the Concessionaire complies with any reasonable instructions notified to it in advance by the Grantor with respect to the processing of the Personal Data; and

- 39.4.2. at the written direction of the Grantor, delete or return Personal Data (and any copies of it) to the Grantor on termination of the Contract unless the Concessionaire is required by Law to retain the Personal Data.
- 39.5. Subject to Clause 39.6 the Concessionaire will notify the Grantor immediately if it:
- 39.5.1. receives a Data Subject Request (or purported Data Subject Request);
 - 39.5.2. receives a request to rectify, block or erase any Personal Data;
 - 39.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 39.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 39.5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such a request is required or purported to be required by Law; or
 - 39.5.6. becomes aware of a Data Loss Event.
- 39.6. The Concessionaire's obligation to notify under Clause 39.5 will include the provision of further information to the Grantor in phases, as such details become available.
- 39.7. Taking into account the nature of the processing, the Concessionaire will provide the Grantor with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 39.5 (and insofar as possible within the timescales reasonably required by the Grantor) including by promptly providing:
- 39.7.1. the Grantor with full details and copies of the complaint, communication or request;
 - 39.7.2. such assistance as is reasonably requested by the Grantor to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 39.7.3. the Grantor, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 39.7.4. assistance as requested by the Grantor following any Data Loss Event; and/or

- 39.7.5. assistance as requested by the Grantor with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Grantor with the Information Commissioner's Office or any other regulatory authority.
- 39.8. The Concessionaire will maintain complete and accurate records and information to demonstrate its compliance with this Clause 39.8.
- 39.9. The Concessionaire will allow for audits of its Data Processing activity by the Grantor or the Grantor's designated auditor.
- 39.10. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Concessionaire must:
- 39.10.1. notify the Grantor in writing of the intended Sub-processor and processing;
 - 39.10.2. obtain the written consent of the Grantor;
 - 39.10.3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 39 such that they apply to the Sub-processor; and
 - 39.10.4. provide the Grantor with such information regarding the Sub-processor as the Grantor may reasonably require.
- 39.11. The Concessionaire will remain fully liable for all acts and omissions of any of its Sub-processors.
- 39.12. The Parties agree to take into account of any guidance issues by the Information Commissioner's Office or any other regulatory authority. The Grantor may on not less than 30 Working Days' notice to the Concessionaire amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.
- 39.13. The Concessionaire will use its reasonable endeavours to assist the Grantor to comply with any obligations under the DPA and will not perform its obligations under this Framework Agreement in such a way as to cause the Grantor to breach any of the Grantor's obligations under the DPA to the extent the Concessionaire is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

40. Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

- 40.1. The Concessionaire will comply with, and will ensure that its Staff comply with, the provisions of:

40.1.1. the Official Secrets Acts 1911 to 1989; and

40.1.2. Section 182 of the Finance Act 1989.

40.2. In the event that the Concessionaire or its Staff fail to comply with Clause 40.1, the Grantor may terminate this Contract by giving notice in writing to the Concessionaire.

41. Confidential Information

41.1. For the purposes of this Clause 41 (Confidential Information), the term “Disclosing Party” will mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” will mean the Party which receives or obtains directly or indirectly Confidential Information.

41.2. Except to the extent set out in this Clause 41, or where disclosure is expressly permitted elsewhere in this Contract, the Recipient will:

41.2.1. treat the Disclosing Party’s Confidential Information as confidential and safeguard it accordingly;

41.2.2. not disclose the Disclosing Party’s Confidential Information to any other person without the owner’s prior written consent;

41.2.3. not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and

41.2.4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.

41.3. The Recipient will be entitled to disclose the Confidential Information of the Disclosing Party where:

a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 42 (Transparency and Freedom of Information) will apply to disclosures required under the FOIA and EIRs;

b) the need for such disclosure arises out of or in connection with:

(i) any legal challenge or potential legal challenge against the Grantor arising out of or in connection with this Contract;

(ii) the examination and certification of the Grantor’s accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of

the economy, efficiency and effectiveness with which the Grantor is making use of any services provided under this Contract; or

(iii) the conduct of a Crown body review in respect of this Contract; or

- c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

41.4. If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient will as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

41.5. The Concessionaire may disclose the Confidential Information of the Grantor on a confidential basis only to:

- a) Concessionaire Staff who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Concessionaire's obligations under this Contract;
- b) its auditors; and
- c) its professional advisers for the purposes of obtaining advice in relation to this Contract.

41.6. Where the Concessionaire discloses Confidential Information of the Grantor pursuant to this Clause 41.6, it will remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

41.7. The Grantor may disclose the Confidential Information of the Concessionaire:

- a) on a confidential basis to any Crown body for any proper purpose of the Grantor or of the relevant Crown body;
- b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c) to the extent that the Grantor (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 41.7(a)

(including any benchmarking organisation) for any purpose relating to or connected with this Contract;

- e) on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit rights, its step-in rights pursuant to Clause 53 (Step-In Rights) and/or Exit Management rights pursuant to Schedule 20 (Exit Management); or
- f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

- 41.8. For the purposes of the foregoing, references to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Grantor under this Clause 41.
- 41.9. The Concessionaire may only disclose the Grantor's Confidential Information (or any part of it) to those Staff who are directly involved in the provision of the Services and who need to know such information, and will ensure that such Staff are aware of and will comply with these obligations as to confidentiality.
- 41.10. The Concessionaire will not, and will ensure that the Staff do not, use any of the Grantor's Confidential Information received otherwise than for the purposes of this Contract.
- 41.11. The Grantor may give written request to the Concessionaire to ensure that members of Concessionaire Staff sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 41.12. The Grantor will procure that any third party to whom the Concessionaire's Confidential Information is disclosed pursuant to this Clause 41.12 is equally bound by the Grantor's obligations of confidentiality.
- 41.13. Nothing in this Clause 41 will prevent either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 41.14. Where an embargo on publication has been set, it will be the responsibility of the Concessionaire to take all reasonable steps to protect the integrity of that embargo until the specified date and time of publication. Failure of the Concessionaire to take all such reasonable steps resulting in a breach of embargo will be considered a material breach of Contract and may result in termination of this Contract under Clause 50 (Termination on Default).
- 41.15. Where Confidential Information of a Party comes into the public domain otherwise than through a breach of this Contract, the Parties will work together to:
- a) determine the source by which this information comes into the public domain; and
 - b) take any steps as may be considered appropriate to prevent recurrence.

41.16. Each Party will hand over to the other, (and the Concessionaire will use all reasonable endeavours to ensure that each employee and each Sub-Contractor of, and each consultant to the Concessionaire, will hand over to the Grantor) on the termination of this Contract (or if earlier on termination of his employment, sub-contract or consultancy arrangement with the Concessionaire) all documents which comprise the other Party's Confidential Information.

42. Transparency and Freedom of Information

42.1. The Parties acknowledge that the content of this Contract including any changes to this Contract agreed from time to time, except for:

- (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which will be determined by the Grantor; and
- (ii) Commercially Sensitive Information; and
- (iii) the Publishable Performance Information

(together the "Transparency Information" are not Confidential Information.

- 42.2. Notwithstanding any other provision of this Contract, the Concessionaire hereby gives its consent for the Grantor to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Grantor will, prior to publication, consult with the Concessionaire on the manner and format of publication and to inform its decision regarding any redactions but will have the final decision in its absolute discretion.
- 42.3. The Concessionaire will assist and co-operate with the Grantor to enable the Grantor to publish the Transparency Information.
- 42.4. If the Grantor believes that publication of any element of the Transparency Information would be contrary to the public interest, the Grantor will be entitled to exclude such information from publication. The Grantor acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Grantor acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Concessionaire.
- 42.5. The Grantor will publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Concessionaire.
- 42.6. The Concessionaire agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services will be provided to the Grantor on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Grantor may disclose such information under the FOIA and EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 46.7.3) and Open Book Data) publish such Information. The Concessionaire will provide to the Grantor within 5 working days (or such other period as the Grantor may reasonably specify) any such Information requested by the Grantor.
- 42.7. The Concessionaire acknowledges that the Grantor is subject to the requirements of the FOIA and EIRs. The Concessionaire will:

- 42.7.1. provide all necessary assistance and cooperation as reasonably requested by the Grantor to enable the Grantor to comply with its obligations under the FOIA and EIRs;
 - 42.7.2. transfer to the Grantor all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 42.7.3. provide the Grantor with a copy of all Information held on behalf of the Grantor which is requested in a Request For Information and which is in its possession or control in the form that the Grantor requires within 5 Working Days or such other period as the Grantor may reasonably specify) of the Grantor's request for such Information; and
 - 42.7.4. not respond directly to a Request For Information addressed to the Grantor unless authorised in writing to do so by the Grantor.
- 42.8. The Concessionaire acknowledges that the Grantor may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information if it is not exempted under the FOIA) without consulting or obtaining consent from the Concessionaire. The Grantor will take reasonable steps to notify the Concessionaire of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Grantor is responsible in Law for determining whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.
- 42.9. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Grantor will be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other Term of this Contract, the Concessionaire hereby give their consent for the Grantor to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed Changes to this Contract, to the general public.
- 42.10. The Grantor will consult with the Concessionaire to inform its decision regarding any exemptions and the Parties will in the spirit of good faith not unreasonably withhold their consent to publish this Contract subject to the aforesaid provisions.

42.11. The Grantor will have the final decision in its absolute discretion.

42.12. Subject to Clause 42.10 and 42.11, the Concessionaire will assist and cooperate with the Grantor to enable the Grantor to publish this Contract.

42.13. The Concessionaire acknowledges and agrees notwithstanding any copyright of the Concessionaire in any information published pursuant to Clause 42.9 above can be freely re-used through the Open Government Licence.

43. Publicity, Media and Official Enquiries

43.1. The Concessionaire will not:

- a) make any press announcement regarding, or publicise, this Contract or any part thereof in any way; or
- b) use the Grantor's name or brand in any promotion or marketing or announcement;

without with the express prior written consent and Approval of the Grantor.

43.2. The Grantor will not use the Concessionaire's branding or trade marks for publicity or marketing purposes without the express prior written consent of the Concessionaire.

43.3. The Concessionaire will take reasonable steps to ensure that its Staff, servants, agents, Sub-Contractors, suppliers, professional advisors and consultants are aware of and comply with Clause 43.1.

43.4. Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

44. Audit

44.1. The Concessionaire will keep and maintain until six (6) years after the end of the Term full and accurate records of this Contract including but not limited to the services supplied under it, all expenditure and all payments, save for any records, information or data which were:

- a) transferred from the Concessionaire to the Grantor at the termination (for any reason) of this Contract; or
- b) provided to the Grantor to be retained according to the provisions of Schedule 2.

- 44.2. The Grantor will have the right to conduct audits of the Concessionaire's performance of its obligations under this Contract pursuant to this Clause 44 (Audit) (an "**Audit**") and the Concessionaire will on request afford the Grantor or the Grantor's representatives such access to those records as may be requested by the Grantor.
- 44.3. Subject to the Grantor's obligations of confidentiality in relation to the Confidential Information of the Concessionaire, the Concessionaire will on demand provide the Grantor (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each Audit and will make available to the Grantor (without limitation):
- 44.3.1. all information requested by the Grantor within the scope of the required Audit;
 - 44.3.2. the Concessionaire's audited accounts within thirty (30) days of the formal adoption of those accounts;
 - 44.3.3. reasonable access to any premises, equipment or systems controlled by the Concessionaire (whether exclusively or non-exclusively) and used in the performance of the Services;
 - 44.3.4. access to Concessionaire's Staff; and
 - 44.3.5. any other information reasonably called for by the Grantor.
- 44.4. The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 44 (Audit), unless an Audit identifies a material Default by the Concessionaire in which case the Concessionaire will reimburse the Grantor for all the Grantor's reasonable costs incurred in the course of that Audit.
- 44.5. If an Audit identifies that:
- 44.5.1. the Concessionaire has failed to perform its obligations under this Contract in any material manner, the Parties will agree and implement a remedial plan;
 - 44.5.2. the Concessionaire has underpaid any sum of money due to the Grantor under this Contract, the Concessionaire will pay to the Grantor within twenty (20) Working Days the amount of the underpayment and will reimburse the Grantor for all the Grantor's reasonable costs incurred in the course of that Audit.

INTELLECTUAL PROPERTY

45. Crown-owned Rights

45.1. Without prejudice to Clause 46 (Intellectual Property Rights) below, the Concessionaire acknowledges and agrees that the copyright in the Publications, including the copyright which subsists in the typographical arrangement of a published edition, is vested in the Crown, and hereby assigns to the Grantor on behalf of the Crown any Intellectual Property Rights (IPR) it may have now, or in the future create, and, in accordance with its obligations set out in Schedule 5 (Security Management), will notify the Grantor of any IPR which belongs to a third party and will acquire sufficient rights to enable the Grantor to be able to use and sub-license such rights:

- a) in the Publications (including without limitation any Intellectual Property Rights created in any information, Documents or Materials developed by or on behalf of the Concessionaire which is used either exclusively or non-exclusively in the performance of the Services, or in any information provided to the Concessionaire from or on behalf of the Grantor); and/or
- b) in any Relevant Subscription and Standing Order Lists created by the Concessionaire in the performance of the Services.

45.2. The Concessionaire:

- 45.2.1. acknowledges and agrees that the Grantor has the sole right and responsibility to enforce Crown Copyright and any IPRs assigned to the Grantor under Clause 45.1 in the Publications;
- 45.2.2. undertakes to notify the Grantor as soon as it becomes aware of any unauthorised use or infringement of any rights of whatever nature in the Publications; and
- 45.2.3. agrees that during the Term it reasonably will, at the cost and expense of the Concessionaire, take part in or give assistance in respect of any legal proceedings where requested by the Grantor and execute any documents reasonably required by the Grantor and do any things reasonably necessary to protect the Crown Copyright or other Intellectual Property Rights in the Publications.

46. Intellectual Property Rights

- 46.1. Other than as stated in Clause 45 (Crown-owned Rights), provisions for Intellectual Property Rights and Software are dealt with in Schedule 12 (Transparency and Intellectual Property Rights).

LIABILITY, INDEMNITY AND INSURANCE

47. Liability

- 47.1. Neither Party excludes or limits liability to the other Party for:
- 47.1.1. death or personal injury caused by its negligence; or
 - 47.1.2. fraud or fraudulent misrepresentation by it or its employees;
 - 47.1.3. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 47.1.4. any liability to the extent it cannot be limited by or excluded by Law.
- 47.2. Subject to Clauses 47.3 and 47.5 the Concessionaire will indemnify the Grantor and keep the Grantor fully indemnified against all reasonable and mitigated claims, proceedings, actions, including any reasonable damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, in so far as the Grantor and or any third party under the control of the Grantor has not caused and or contributed to the triggering of any of the following heads of claim::

- 47.2.1. the supply, or the late or purported supply, of the Services in so far as this is not a result of any force majeure event outside of the reasonable control of the Concessionaire;
 - 47.2.2. the performance or non-performance by the Concessionaire of its obligations under this Contract including any breach of this Contract or Default, which is incapable of remedy and or which has not been remedied within the time frame reasonably stipulated by the Grantor;
 - 47.2.3. any breach by the Concessionaire or its Sub-Contractors of its obligations of confidentiality under this Contract;
 - 47.2.4. the presence of the Concessionaire or any Staff on the Grantor's premises, including in respect of any death or personal injury, loss of or damage to property;
 - 47.2.5. the content of a Notice; or
 - 47.2.6. any other loss which is caused directly by any act or omission of the Concessionaire.
- 47.3. The Concessionaire's liability in respect of the indemnities in Schedule 12 (Transparency and Intellectual Property Rights) will be unlimited.
- 47.4. The Concessionaire will not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Grantor or caused by the breach by the Grantor of its obligations under this Contract.
- 47.5. Subject always to Clauses 47.1, 47.2 and 47.6, the liability of either Party hereunder will be subject to the following financial limits:
- 47.5.1. the total aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with this Contract will in no event exceed ten (10) million pounds (£10,000,000); and
 - 47.5.2. the aggregate liability in any Contract Year under this Contract of each Party for all Defaults (other than a Default in respect of or governed by Clause 45), will in no event exceed ten (10) million pounds (£10,000,000).
- 47.6. Subject always to Clause 47.1 and Clause 47.2 in no event will either Party be liable to the other for any:

47.6.1. loss of profits (which does not include the Royalty payments pursuant to Schedule 9 (Royalties, payments and invoicing), business, revenue or goodwill; and/or

47.6.2. loss of savings (whether anticipated or otherwise); and/or

47.6.3. indirect or consequential loss or damage;

arising out of, or in connection with, this Contract provided that this Clause 47.6 will not prevent the Grantor from recovering the additional cost of the procurement exercise to establish the replacement of the Services for the remainder of the Term following termination of the Contract as a result of a Default by the Concessionaire.

47.7. Clause 47.5 will not limit the Grantor's right to recover from the Concessionaire any outstanding and unpaid Combined Royalty Payments which have accrued in accordance with the Contract. For the avoidance of doubt, the recovery from the Concessionaire of any outstanding and unpaid Combined Royalty Payments will not be taken into account when calculating whether the aggregate liability limit under Clause 47.5.2 has been reached.

48. Insurance

48.1. The Concessionaire will take out and maintain or procure the maintenance of the Insurances in accordance with the provisions of Schedule 18 (Insurance Requirements) and such Insurances will be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Contract.

48.2. If, for whatever reason, the Concessionaire fails to have and maintain the Insurances required by this Contract, or without the approval of the Grantor obtains a policy of Insurance which differs from that notified to the Grantor at the time when it submitted its Tender, the Grantor may make alternative arrangements to protect its interests and may recover its costs, expenses and any damages from the Concessionaire.

48.3. The provisions of any Insurance or the amount of cover will not relieve the Concessionaire of any liabilities which arise under this Contract.

DEFAULT, DISRUPTION, TERMINATION AND STEP-IN

49. Termination on Insolvency and Change of Control

49.1. The Grantor may terminate this Contract with immediate effect by notice in writing where the Concessionaire is a company and in respect of the Concessionaire:

49.1.1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

49.1.2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

49.1.3. a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator; or

- 49.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 49.1.5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 49.1.6. it is or becomes insolvent; or
- 49.1.7. being a “small company” within the meaning of Section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 49.1.8. any event similar to those listed in Clauses 49.1.1 through to 49.1.7 occurs under the law of any other jurisdiction.
- 49.2. The Concessionaire will notify the Grantor immediately in writing and as soon as the Concessionaire is aware (or ought reasonably to be aware) that it is anticipating, undergoing or has undergone a Change of Control within the meaning of Section 450 of the Corporation Taxes Act 2010 (“**Change of Control**”), and provided such notification does not contravene any law
- 49.3. The Concessionaire will ensure that any notification made pursuant to Clause 49.2 will set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 49.4. The Grantor may terminate this Contract by issuing a Termination Notice with immediate effect within six (6) Months of:
- 49.4.1. being notified that a Change of Control is anticipated or is in contemplation or has occurred; or
- 49.4.2. where no notification has been made, the date that the Grantor becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- but will not be permitted to terminate where an Approval was granted prior to the Change of Control.

50. Termination on Default

50.1. The Grantor may terminate this Contract by written notice to the Concessionaire with immediate effect if the Concessionaire commits a Default that is a material breach of this Contract and:

50.1.1. the Concessionaire has not remedied the Default to the satisfaction of the Grantor within twenty-five (25) Working Days, or such other period as may be specified by the Grantor, after issue of a written notice specifying the Default and requesting it to be remedied; or

50.1.2. the Default is not, in the sole opinion of the Grantor, capable of remedy.

50.2. In the event that through any Default of the Concessionaire, data transmitted or processed in connection with this Contract is either lost or sufficiently degraded as to be unusable, the Concessionaire will be liable for the cost of reconstitution of that data and will reimburse the Grantor in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

50.3. If the Concessionaire fails to pay the Grantor undisputed sums of money when due, the Grantor will notify the Concessionaire in writing of such failure to pay. If the Concessionaire fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Grantor may terminate this Contract in writing with immediate effect, save that such right of termination will not apply where the failure to pay is due to the Concessionaire exercising its rights under Clause 62 (Recovery of Sums Due).

50.4. If any of the events set out in Clauses 49, 50 or 51 occur, the Grantor may instead of terminating this Contract, take any of the following actions:

50.4.1. without terminating this Contract, exercise its rights of step-in under Clause 53 (Step-In Rights);

50.4.2. terminate this Contract in respect of part of the Services only ("Partial Termination"), and thereafter itself provide or procure the provision by a third party of that part of the Services.

51. Termination (other)

51.1. The Grantor may terminate this Contract by issuing a Termination Notice to the Concessionaire:

a) if a Concessionaire Termination Event occurs;

- b) if a Force Majeure Event endures for a continuous period of more than 30 days; or
- c) if the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure, and this Contract will terminate on the date specified in the Termination Notice.

51.2. Where the Grantor:

- a) is terminating this Contract under Clause 51(a) due to the occurrence of either limb (a) and/or (c) of the definition of Concessionaire Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or
- b) has the right to terminate this Contract under Clause 51.1a or Clause 51.1b, it may, prior to or instead of terminating the whole of this Contract, serve a Termination Notice requiring the partial termination of this Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

51.3. If the operation of Clause 51.2a would result in a Partial Termination, the Parties will agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure (pursuant to Schedule 15 (Change Control Procedure)) including the effect the Partial Termination may have on any other services

52. Consequences of Expiry or Termination

52.1. Where the Grantor terminates this Contract under Clause 50 (Termination on Default) and then makes other arrangements for the supply of services, the Grantor may recover from the Concessionaire the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Grantor throughout the remainder of the Term. The Grantor will take reasonable steps to mitigate such additional expenditure.

52.2. Termination or expiry of this Contract will be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract will prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

52.3. Termination of this Contract will not affect the continuing rights, remedies or obligations of the Grantor or the Concessionaire under Clauses 5 (Payment Provisions), 34 (Prevention of Fraud and Bribery), 39 (Data Protection), 40 (Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989), 41 (Confidential Information), 42 (Transparency and Freedom of Information), 44 (Audit), 45 (Crown Owned Rights), 46 (Intellectual Property Rights), 47 (Liability), 48 (Insurance), 52 (Consequences of Expiry or Termination), 53 (Step-in Rights), 57 (Recovery upon Termination), 58 (Resolution of Issues), 62 (Recovery of Sums Due), 63 (The Contracts (Rights of Third Parties) Act 1999), 67 (Waiver), 69 (Severability), 71 (Remedies Cumulative), 75 (Dispute Resolution), 76 (Exit Management), and 78 (Governing Law and Jurisdiction), and Schedules 12 (Transparency and Intellectual Property Rights), Schedule 9 (Royalties, Payments and Invoicing), Schedule 7 (Performance Management and Service Levels); Schedule 16 (Dispute Resolution), Schedule 20 (Exit Management), Schedule 11 (Key Personnel and Sub-Contractors), Schedule 21 (Staff Transfer), Schedule 14 (Commercially Sensitive Information) and Schedule 18 (Insurance Requirements), and any other provision of this Contract which expressly or by implication is to be performed notwithstanding termination or expiry will survive the termination or expiry of this Contract.

52.4. On expiry or termination (for any reason) of this Contract:

52.4.1. the Concessionaire will immediately pay any outstanding unpaid Royalty and interest due to the Grantor;

52.4.2. the Concessionaire will immediately confirm the Royalty due to the Grantor for the current Contract Year up to the Expiry Date; and

52.4.3. on receipt of the information provided by the Concessionaire to the Grantor in accordance with 52.4.2 above, the Grantor will submit invoices for such Royalty for which no invoice has been submitted, and the Concessionaire will pay these invoices immediately on receipt.

53. Step-In Rights

53.1. The Grantor will have the right to itself take back control of, or appoint a third party to provide, the Services or any part thereof ("**Step-In Rights**") on the occurrence of a Step-In Trigger Event.

54. Action To Be Taken Prior To Exercise of The Right of Step-in

54.1. Before the Grantor exercises its Step-in Rights it may, at its option, permit the Concessionaire the opportunity to demonstrate to the Grantor's reasonable satisfaction within any such time (if any) as the Grantor in its absolute discretion considers reasonable, having regard to the nature of the circumstances giving rise to the right, that the Concessionaire is still able to provide the Services in accordance with the terms of this Contract and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Grantor to take action provided that nothing will limit the Grantor's right to step-in where it reasonably determines that action should be taken immediately.

54.2. If the Grantor decides to exercise its Step-in Rights without following the actions set out in Clause 49.1, or having followed the actions in Clause 54.1 the Grantor is not satisfied with the Concessionaire's demonstration pursuant to that Clause 54.1, the Grantor may where the Grantor considers it expedient to do so, without prejudice to its rights under Clause 54.1

54.2.1. require the Concessionaire by notice in writing to take those actions that the Grantor considers necessary or expedient to mitigate or rectify the state of affairs that gave rise to the Grantor's right to step-in;

54.2.2. appoint any person to work with the Concessionaire in performing all or a part of the services (including those provided by any Sub-Contractor); or

54.2.3. take the actions that the Grantor considers appropriate to ensure the performance of all or part of the services (including those provided by any Sub-Contractor).

54.3. The Concessionaire will co-operate fully and in good faith with the Grantor, or any other person appointed in respect of Clause 54.2.3, and will adopt any reasonable methodology in providing the services recommended by the Grantor or that person.

55. Exercise of the Right of Step-in

55.1. If the Grantor takes action pursuant to Clause 54.1, the Grantor will serve notice (**"Step-in Notice"**) on the Concessionaire that it will be taking action under Clause 53 (Step-In Rights), either itself or with the assistance of a third party. The Step-in Notice will set out the full details and reasons for the action the Grantor proposes to take the action the Grantor wishes to take and in particular the services that it wishes to control (the **"Required Action"**);

55.2. Following service of a Step-in Notice:

55.2.1. the Grantor will take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary (together, the **"Required Action"**);

55.2.2. for so long as and to the extent that the Required Action is continuing, then the Concessionaire will not be obliged to provide the Services to the extent that they are the subject of the Required Action.

55.3. Before ceasing to exercise its Step-in Rights under this Clause the Grantor will deliver a written notice to the Concessionaire (**"Step-Out Notice"**), specifying the Required Action it has actually taken and the date on which the Grantor plans to end the Required Action (**"Step-Out Date"**), subject to the Grantor being satisfied with the Concessionaire's ability to resume the provision of the Services and the Concessionaire's plan developed in accordance with Clause 55.4.

55.4. The Concessionaire will, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for the Grantor's approval a draft plan (**"Step-Out Plan"**) relating to the resumption by the Concessionaire of the Services, including any action the Concessionaire proposes to take to ensure that the Services affected satisfy the requirements of this Contract.

55.5. If the Grantor does not approve the draft Step-Out Plan, the Grantor will inform the Concessionaire of its reasons for not approving it. The Concessionaire will then revise the draft Step-Out Plan taking those reasons into account and will re-submit the revised plan to the Grantor for the Grantor's approval.

55.6. The Concessionaire will bear its own costs in connection with any step-in by the Grantor under Clause 53 (Step-In Rights), and Clause 55 (Exercise of the Step-in Rights) and will pay the Grantor its direct and indirect costs of taking the Required Action.

55.7. If the Grantor exercises its rights under this Clause 55 in circumstances where it would otherwise be entitled to terminate this Contract, it will not exercise such termination rights before the Step-out Date and if on that date the Concessionaire resumes delivery of the Services in accordance with an Approved Step Out Plan and in a manner which remedies the relevant Default, the Grantor will not exercise such termination rights in respect of the circumstances for the original step-in (without prejudice to its rights to terminate in accordance with this Contract for any relevant Defaults which occur after delivery of the Services is resumed by Concessionaire).

56. Disruption

56.1. The Concessionaire will take reasonable care to ensure that in the performance of its obligations under this Contract it does not:

- a) Disrupt the operations; nor
- b) Adversely affect the reputation of the Grantor, its employees or any other Concessionaire employed by the Grantor.

- 56.2. The Concessionaire will immediately inform the Grantor of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Contract.
- 56.3. In the event of industrial action by the Staff, the Concessionaire will seek Approval to its proposals to continue to perform its obligations under this Contract.
- 56.4. If the Concessionaire's proposals referred to in Clause 55.4 are considered insufficient or unacceptable by the Grantor acting reasonably, then this Contract may be terminated with immediate effect by the Grantor by notice in writing.
- 56.5. If the Concessionaire is temporarily unable to fulfil the requirements of this Contract owing to disruption of normal business of the Grantor, the Concessionaire may request a reasonable allowance of time and in addition, the Grantor will reimburse any additional expense reasonably incurred by the Concessionaire as a direct result of such disruption.

57. Recovery upon Termination

- 57.1. On the expiry of this Contract, without prejudice to the Concessionaire's obligations in Schedule 20 (Exit Management), or on the termination of this Contract for any reason, the Concessionaire will:
- 57.1.1. immediately return to the Grantor all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - 57.1.2. fully assist and co-operate with the Grantor to ensure an orderly transition of the provision of the Services to the Grantor or Replacement Concessionaire and/or the completion of any work in progress; and
 - 57.1.3. promptly provide all information concerning the provision of the Services which may reasonably be requested by the Grantor for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Grantor or the Replacement Concessionaire to conduct due diligence.
- 57.2. If the Concessionaire fails to comply with Clause 57.1.1, the Grantor may recover possession of all items mentioned therein and the Concessionaire grants a licence to the Grantor or its appointed agents to enter (for the purposes of such recovery) any premises of the Concessionaire or its permitted suppliers or Sub-Contractors where any such items may be held.

OTHER PROVISIONS

58. Resolution of Issues

58.1. Each Party agrees to respond promptly to any issues or requirements referred to it by the other Party relating to any Clause in this Contract and to seek to resolve any problems or issues arising as quickly and effectively as possible using, where appropriate, the procedures set out in Schedule 16 (Dispute Resolution).

59. Notifications

59.1. Any formal notification which is to be given by either Party to the other must be in writing.

59.2. Subject to Clause 59.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending provided proof of service received	Dispatched as a pdf attachment to an e-mail to the correct e-mail address with non-automated acknowledgement or confirmation of receipt, not to be unreasonably withheld or delayed.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service	At the time recorded by the delivery service, provided that delivery is between 9.00am and	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

providing proof of delivery.	5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	
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59.3. Notices will be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Concessionaire	Grantor
Contact	Business Director	Head of Procurement and Contract Management
Address	18 Central Avenue, St Andrews Business Park, Norwich NR7 OHR	Kew Richmond Surrey TW9 4DU
Email	[text redacted]	[text redacted]

59.4. Either Party may change its address for service by serving a notification in accordance with this Clause.

59.5. The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 59.2:

- a) Step-In Notices;
- b) Force Majeure Notices;
- c) Termination Notices; and
- d) Dispute Notices.

59.6. Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 59.5 will invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice will be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 59.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice. This Clause 59 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 16 (Dispute Resolution)).

60. Mistakes in Information

60.1. The Concessionaire will be responsible for the accuracy of all documentation and information supplied to the Grantor by the Concessionaire in connection with the supply of the Services and will pay the Grantor any extra costs occasioned by any discrepancies, errors or omissions therein.

61. Offers of Employment

61.1. During the Term and for a period of twelve (12) Months thereafter neither the Grantor nor the Concessionaire will employ or offer employment to any of the other Party's Staff who have been associated with the ITT and/or the negotiations with and/or the selection of the Concessionaire to provide the Services and/or the contract management of the Services without that other Party's prior written consent.

62. Recovery of Sums Due

62.1. The Concessionaire will make all payments due to the Grantor without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Concessionaire has a valid court order requiring an amount equal to such deduction to be paid by the Grantor to the Concessionaire.

62.2. All payments due will be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

63. The Contracts (Rights of Third Parties) Act 1999

63.1. Save as provided in Schedule 21 (Staff Transfer) a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

64. Security Requirements

64.1. The Concessionaire will comply, and will ensure the compliance of its Staff, with the security standards required by the Grantor for the provision of the Services and detailed in Schedule 5 (Security Management).

65. Business Continuity and Disaster Recovery

65.1. The Concessionaire will comply with the provisions of the Business Continuity and Disaster Recovery Plan (BCDR Plan) and the provisions of Schedule 6 (Business Continuity and Disaster Recovery).

65.2. The Concessionaire will ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

65.3. The Concessionaire will establish, maintain, and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the services, how such threats and risks may be mitigated and how the provision of the services may be maintained in the event of any such identified threats or risks materialising. The Concessionaire will notify the Grantor of each change to the BCDR Plan.

66. Transfer and Sub-Contracting

66.1. The Concessionaire will not assign, sub-contract or in any other way dispose of this Contract or any part of it without prior Approval. Sub-contracting any part of this Contract will not relieve the Concessionaire of any of its obligations or duties under this Contract.

66.2. The Concessionaire will be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

66.3. Where the Grantor has consented to the appointment of sub-contracts, copies of each sub-contract will, at the request of the Grantor, be sent by the Concessionaire to the Grantor as soon as reasonably practicable.

66.4. The Grantor may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to:

66.4.1. any Crown body; or

66.4.2. any other body established by the Crown or under statute in order to perform any of the functions that had previously been performed by the Grantor; or

66.4.3. any private sector body which substantially performs the functions of the Grantor;

provided that any such assignment, novation or other disposal will not increase the burden of the Concessionaire's obligations under this Contract.

- 66.5. Any change in the legal status of the Grantor will not affect the validity of this Contract.
- 66.6. If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 66.4 to a body which is not a Crown body or if there is a change in the legal status of the Grantor such that it ceases to be a Crown body (in the remainder of this Clause both such bodies being referred to as the "Transferee"):
- 66.6.1. the rights of termination of the Grantor in Clauses 49 (Termination on Insolvency and Change of Control) and 50 (Termination on Default) will be available to the Concessionaire in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- 66.6.2. the Transferee will only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior consent in writing of the Concessionaire.
- 66.7. The Grantor may disclose to any Transferee any Confidential Information of the Concessionaire under this Contract. In such circumstances the Grantor will authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Concessionaire's obligations under this Contract or to receive the Services and for no other purpose and will take reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- 66.8. Each Party will at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of this Contract.

67. Waiver

- 67.1. The rights and remedies under this Agreement may be waived only by notice in accordance with Clause 59 (Notifications) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law will not constitute a waiver of that right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

67.2. A waiver of any right or remedy arising from a breach of this Contract will not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

67.3. Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

68. Variation and Change Control

68.1. The terms and conditions of this Contract may only be amended in writing which is expressed to vary this Contract pursuant to this Clause 68.1 and is signed by duly authorised representatives of the Parties (a "Variation"). No purported variation by any other means will bind the Parties.

68.2. Any Change to the Services or any aspect of the Services (including, without limitation, the Targets, the Contract Standard, Quality Standards, the Requirements, the Specification, the Performance Levels and including any matter within the scope of the performance management and Service Level regime set out in Schedule 7 (Performance Management and Service Levels)) will be effected through the Change Control Procedure set out in Schedule 15.

69. Severability

69.1. If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) will to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract will not be affected.

69.2. In the event that any deemed deletion under Clause 69.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

69.3. If the Parties are unable to agree on the revisions to this Agreement within 5 Working Days of the date of the notice given pursuant to Clause 69.2, the matter will be dealt with in accordance with Schedule 16 (Dispute Resolution).

70. Remedies in the Event of Inadequate Performance

70.1. Where a complaint is received about the standard of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Concessionaire's obligations under this Contract, then the Grantor will notify the Concessionaire and investigate the complaint. The Grantor may, at its sole discretion, uphold the complaint and take further action in accordance with Clause 50 (Termination on Default) of this Contract.

70.2. The Concessionaire acknowledges and agrees that:

70.2.1. any Delay arising as a direct consequence of a failure to achieve a Milestone and/or Milestone Date;

70.2.2. any Delay arising as a direct consequence of failure to achieve a Target and/or Target Date;

70.2.3. in a Contract Year any Service Failure awarded an Impact Level of One (in accordance with the provisions of Schedule 7 (Performance Management and Service Levels)),

70.2.4. any persistent minor breaches by the Concessionaire, that taken together amount to a material breach,

will each constitute a material breach, giving rise to the right on the Grantor to take such action under Clauses 50.1 or 50.4 as it, in its absolute discretion, determines.

70.3. Without prejudice to its right under Clause 62 (Recovery of Sums Due), the Grantor may (in circumstances when this Clause 70 applies and in addition to the other remedies provided for in this Clause 70) charge the Concessionaire for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the services by the Grantor or a third party.

70.4. If the Concessionaire fails to supply any of the Services and/or causes any delay in meeting any obligation contained in any Transition Plan or Implementation Plan and such failure is capable of remedy, then the Grantor will instruct the Concessionaire to remedy the failure and the Concessionaire will at its own cost and expense remedy such failure (and any damage resulting from such failure) within five (5) Working Days or such other period of time as the Grantor may direct including any shorter period that the Grantor in its absolute discretion may consider necessary with regard to the nature of the delay and/or any Service Failure.

70.5. In the event that:

70.5.1. the Concessionaire fails to comply with Clause 70.4 above and the failure is materially adverse to the interests of the Grantor or prevents the Grantor from discharging a statutory duty; or

70.5.2. the Concessionaire persistently fails to comply with Clause 70.4 above, the Grantor may terminate this Contract with immediate effect by notice in writing.

71. Remedies Cumulative

71.1. Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

72. Monitoring of Contract Performance

72.1. The Concessionaire will comply with the monitoring arrangements set out in Schedule 2 (Services Description), Schedule 3 (Implementation Period), Schedule 7 (Performance Management and Service Levels) and Schedule 10 (Governance and Reporting) including, but not limited to, providing such reports as more particularly detailed in Schedule 10 (Governance and Reporting) and such other data and information as the Concessionaire may be required to produce under this Contract to evidence delivery against Targets, Milestones and Key Performance Indicators.

73. Entire Agreement

73.1. This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Contract supersedes, cancels and nullifies all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

73.2. Subject to Clause 73.4, each Party agrees that the only rights and remedies available to it arising out of or in connection with any statement, representation, warranty or undertaking (whether negligently or innocently made) will be for breach of contract as provided under the terms of this Contract.

73.3. In the event of, and only to the extent of, any conflict between these terms and conditions and any document referred to in these terms and conditions and the Schedules, the conflict will be resolved in accordance with the following order of precedence:

73.3.1. these terms and conditions;

73.3.2. the Schedules; and

73.3.3. any other document referred to in this Contract.

73.4. Nothing in this Clause will limit or exclude any liability for Fraud or fraudulent misrepresentation.

74. Counterparts

74.1. This Contract may be executed in counterparts, each of which when executed and delivered will constitute an original but all counterparts together will constitute one and the same instrument.

75. Dispute Resolution

75.1. Any complaint or dispute arising out of or in connection to the provision of the Services or any obligations of the Parties under this Contract will be dealt with in accordance with Schedule 16 (Dispute Resolution).

76. Exit Management

76.1. The Concessionaire will comply with the Exit Management requirements set out in Schedule 20 (Exit Management).

76.2. The Concessionaire will not, without the Grantor's consent, encumber any Equipment in any way which would require the consent of a third party to the exercise by the Grantor of its rights under Schedule 20 (Exit Management) or which would in any other way restrict the exercise by the Grantor of its rights under this Clause or Schedule 20 (Exit Management).

76.3. Unless the Grantor otherwise requires, during the time between service of a notice of termination of this Contract, or for partial termination in accordance with Clause 50.4.2, and such termination taking effect, the Concessionaire will take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Concessionaire may incur as a result of the termination.

77. Force Majeure

77.1. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party will use all reasonable endeavours to continue to perform its obligations under this Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Contract for a period in excess of thirty (30) days, either Party may terminate this Contract with immediate effect by notice in writing.

- 77.2. Any failure or delay by the Concessionaire in performing its obligations under this Contract which results from any failure or delay by an agent, Sub-Contractor or supplier will be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from performing its obligations to the Concessionaire.
- 77.3. The exercise by the Grantor of its rights under Clause 53 (Step-In Rights) will not be deemed a Force Majeure event.
- 77.4. The Concessionaire will not claim Force Majeure to the extent that the event or circumstances triggering the invocation of Force Majeure are within the scope or contemplation of the BCDR Plan, or where the Concessionaire is required to comply with the BCDR Plan but has failed to do so.
- 77.5. The Party seeking to exempt itself from liability by virtue of this Clause 77 (Force Majeure) (the “Affected Party”) will give written notice to the other Party within twenty-four (24) hours of becoming aware of Force Majeure, any such notice to include details of the Force Majeure together with evidence of its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 77.6. As soon as practicable following after the Affected Party’s notification, the Parties will consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of Force Majeure and to facilitate the continued performance of this Contract. Where the Concessionaire is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of Force Majeure.
- 77.7. The Affected Party will notify the other Party as soon as practicable after the Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract will continue to be performed on the terms existing immediately before the occurrence of the Force Majeure unless agreed otherwise by the Parties.

78. Governing Law and Jurisdiction

- 78.1. Subject to the provisions of Clause 75 (Dispute Resolution) the Grantor and the Concessionaire accept the exclusive jurisdiction of the English courts and agree that this Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed by and construed in accordance with English Law.

IN WITNESS of which this Contract has been duly executed by the Parties on the date first above written.

SIGNED for and on behalf of Grantor

Signature

Name

Position

SIGNED for and on behalf of The Stationery Office (Limited)

Signature

Name

Position

Schedule 1

Definitions

1. Definitions

1.1. In this Contract, unless the context otherwise requires, the following provisions will have the meanings given to them below.

1.2. Additional definitions have also been incorporated into the individual schedules appended to this Contract.

1.3. Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018 is a reference to (as it has effect from time to time):

1.3.1. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References"), which form part of domestic law by application of Section 3 of the EU (Withdrawal) Act 2018 will be read on and after IP Completion Day as a reference to EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

1.3.2. any EU institution or EU authority or other such EU body will be read on and after IP Completion Day as a reference to a UK institution, authority or body to which its functions were transferred.

"Adaptive Maintenance"	means the modification of The Gazette Platform to keep it usable in a changing environment, such as changes to the underlying software.
"Admission Agreement"	Means either or both of the CSPA Admission Agreement (as defined in Annex Error! Reference source not found. : CSPA) or the LGPS Admission Agreement) as defined in Annex Error! Reference source not found. : LGPS), as the context requires.
"Advertiser"	individuals or organisations who may advertise Notices within The Gazette, including a Crown, Parliamentary or Corporate Body, Solicitors, Insolvency Practitioners and other persons.

“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event.
“Annual Maintenance Plan”	means the annual technical maintenance plan as set out in Schedule 2 (Services Description).
“API”	means an Application Programming Interface.
“Approval”	means the written consent of the Grantor.
“Audit”	has the meaning ascribed to it in Clause 44.
“BCDR Plan”	means any plan prepared pursuant to Schedule 6 (Business Continuity and Disaster Recovery), as amended or updated from time to time.
“Board Member”	means a member of a Board as set out in Paragraphs 6 and 7 of Schedule 10 (Governance and Reporting).
“Board(s)”	means the Strategy Board and/or Delivery Board.
“Browser”	means a software programme that enables the visitor to traverse the World Wide Web.
“Bug”	means an error, flaw, failure or fault in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in unintended ways, resulting in The Gazette Digital Service not operating as designed or intended, which may or may not have a negative impact on service users and/or to API and/or data users.
“Business Hours”	means the hours of 8.00 a.m. to 6.00 p.m. on Working Days, unless otherwise defined.
“Business Improvements”	means the business opportunities set out in the Business Strategy as required in Schedule 2 (Services Description).

“Business Rules”	means the Notice entry user guide that contains the business rules for each type of Notice, such as where different Data Elements should contain corresponding or related information (e.g. that a company name should match reference data for a company based on the company number).
“Business Strategy”	means the document prepared by the Concessionaire for the Grantor that outlines how the Concessionaire will develop and improve The Gazette Business over the duration of the Contract.
“Change”	means any change to this Contract under the Change Control Procedure detailed in Schedule 15 (Change Control Procedure).
“Change Control Procedure”	means the procedure for changing this Contract, as set out in Schedule 15 (Change Control Procedure).
“Change of Control”	means a change of Control of the Concessionaire or a Holding Company of the Concessionaire.
“Change Request”	means any request emanating from either the Grantor or the Concessionaire for a Change.
“Clause”	unless specifically stated otherwise, will mean a clause, paragraph or section (and, where applicable, its sub-clauses, paragraphs or sections) within the terms and conditions section of the Agreement signed by the Parties. For the avoidance of doubt see the definition “Paragraph”.
“Commencement Date”	means 1 January 2025.
“Commercially Sensitive Information”	means the information: i) listed in Schedule 14 (Commercially Sensitive Information) and or ii) notified to the Grantor in writing (prior to the commencement of this Contract), and or arising under any variation to this Contract during the Term comprising the information of a commercially sensitive nature relating to:

	a) the Royalty payments made under this Contract; b) the Concessionaire's business and investment plans which the Concessionaire has indicated to the Grantor that, if disclosed by the Grantor, would cause the Concessionaire significant commercial disadvantage or material financial loss.
"Concessionaire Background IPRs"	means: a) Intellectual Property Rights owned by the Concessionaire before the Effective Date, for example those subsisting in the Concessionaire's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Concessionaire's Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Concessionaire independently of this Contract, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Concessionaire subsisting in the Concessionaire Software.
"Concessionaire System"	the information and communications technology systems used by the Concessionaire in implementing and performing the Services but excluding The Gazette Platform.
"Concessionaire Termination Event"	means: a) the Concessionaire committing a material Default which is irremediable;

	b) where a right of termination is expressly reserved in this Agreement; c) a representation and/or warranty given by the Concessionaire pursuant to Clause 36 being materially untrue or misleading; d) an Insolvency Event occurring in respect of the Concessionaire; e) a change of Control of the Concessionaire unless: (i) the Grantor has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or (ii) the Grantor has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Grantor was given notice of the Change of Control; f) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Grantor that it objects to such change of Control, the Concessionaire terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Grantor pursuant to Paragraph 2 of Schedule 11 (Key Personnel and Sub-Contractors); g) any failure by the Concessionaire to enter into or to comply with an Admission Agreement under Schedule 21 (Staff Transfer);
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	h) the Grantor has become aware that the Concessionaire should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or i) a failure by the Concessionaire to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation. Confidential Information will not include information which: a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 41 (Confidential Information)); b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; d) is independently developed without access to the Confidential Information; or e) business and service information required by the Grantor for any invitation to tender or negotiation for the supply of services similar to any of the Services, including figures of Sales and Volumes broken down by year, Month,

	Notice type and Advertiser; full customer lists; revenue figures for the duration of the Contract; method of Notice submission broken down by Notice type, year, Month and Advertiser.
“Contract”	means this written agreement between the Grantor and the Concessionaire consisting of the terms and conditions and the schedules.
“Contract Date”	means the date on which this Contract was entered into by the Parties.
“Contract Start Date”	means 1 January 2025.
“Contract Standard”	means those requirements which the Concessionaire will meet in the performance of any of Services, as more particularly set out in Schedule 2 (Services Description) and Schedule 7 (Performance Management and Service Levels).
“Contract Year”	means the successive twelve (12) month periods commencing on 1 January 2025.
“Concessionaire”	means the company awarded this concessionary contract.
“Control”	has the meaning ascribed to it in Section 450 of the Corporation Tax Act 2010.
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the Data Protection Legislation
“Concessionaire System”	means the information and communications technology system used by the Concessionaire in implementing and performing the Services.

“Corrective Maintenance”	means ongoing changes to The Gazette Platform to correct Bugs or Issues.
“CRPTA”	the Contracts (Rights of Third Parties) Act 1999.
“Crown”	means the Sovereign and His household together with the governments of the United Kingdom and the devolved administrations in Scotland, Wales and Northern Ireland, including, but not limited to, government ministers, Government Departments, and government bodies and agencies.
“Crown Copyright”	means Crown copyright as defined in Section 163 of the Copyright Designs and Patents Act 1988.
“Data”	means any asset, Document (in whatever format and whether in machine or eye-readable form), process or information provided by the Grantor or any other Crown body to the Concessionaire in accordance with or pursuant to this Contract.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Concessionaire under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	means: a) the UK GDPR; b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; c) all applicable Law about the processing of personal data and privacy;

	d) and (to the extent that it applies) the EU GDPR.
“Default”	means any breach of the obligations of a Party under this Contract (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of a Party in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other.
“Deliverable”	means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Concessionaire at a Target Date or at any other stage during in the performance of this Contract.
“Delivery Software”	means the computer programs used to capture, verify, enrich, transform, store, query, search and disseminate The Gazette Notices.
“Demise of the Crown”	the event caused by the death of or abdication of the Sovereign, or the death of the Heir Presumptive, the Heir Apparent or the Duke of Edinburgh) which may cause the publication of special issues of The Gazette (as per Clause 28, further detailed in Schedule 2 (Services Description).
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

“Dispute Resolution Procedure”	means the process of resolving a dispute as set out in Schedule 16 (Dispute Resolution).
“Documents”	means any and all items that the Grantor requires to be published by the Concessionaire pursuant to this Contract, in any Format.
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.
“DPA 2018”	means Data Protection Act 2018.
“Editorial and Advertisement Service”	the editorial and advertisement service for Notices (as set out in Clause 24 and Schedule 2 (Services Description).
“Effective Date”	the later of a) the date on which this Contract is signed by both Parties; and b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 17.
“EIR”	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Regulations.

“Employee Liabilities”	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; f) employment claims whether in tort, contract or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.
“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other rule or Law implementing the Council Directive 77/187/EEC on the approximation of the laws of the member states of the European Union relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

“Equipment”	means the Concessionaire’s equipment, plant, Materials and such other items supplied and used by the Concessionaire in the performance of its obligations under this Contract.
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect on EU law).
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Concessionaire to the Grantor and/or a Replacement Concessionaire, as set out or referred to in Schedule 20 (Exit Management).
“Expiry Date”	means either 5 (five) years from the Contract Date, or the date of termination (howsoever caused) of this Contract, whichever is the sooner.
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 17 (Financial Distress).
“Financial Distress Service Continuity Plan”	a plan setting out how the Concessionaire will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs.
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.
“Force Majeure”	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to

	any act or failure to take preventative action by that Party which prevents or materially delays that Party from performing its obligations under this Contract, including fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made, general industrial action but excluding: a) any industrial action occurring within the Concessionaire's or any Sub-Contractor's organisation; b) the failure by any Sub-Contractor to perform its obligations under any sub-contract; or c) any event, occurrence, circumstance or matter within the scope or contemplation of any business continuity or disaster recovery plans which apply to the business of a Party or which a Party has the benefit of.
"Format"	means any recognisably separate format for the Publications e.g. whether hardback or loose-leaf book, video, postcard, poster, slide, microfiche or electronic format but so that: a) different presentations of a book format (e.g. whether paperback, hardback, loose leaf or in different sizes); and b) different electronic formats; will be regarded as separate formats.
"Fraud"	means all offences of fraud, whether civil or criminal and will include, but will not be limited to: a) committing any offence under any Law creating offences in respect of fraudulent acts; or b) committing any offence at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Grantor; or c) any act or failure to act which is fraudulent at common law or in equity; or

	d) defrauding or attempting to defraud or conspiring to defraud the Grantor.
“General Anti-Abuse Rule”	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and to the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances as are contemplated in this Contract.
“Government Department”	means any department, agency or office of His Majesty’s Government.
“Grantor”	means The Secretary of State for Digital, Culture, Media and Sport (“DCMS”) as represented by The National Archives.
“Guarantor”	Williams Lea Group Limited, a company registered in the United Kingdom with company number 1627560 and whose registered office is at Darwin House, Leeds Valley Park, Savannah Way, Leeds LS10 1AB.
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others.
“Horizon(s)”	Means the delivery timeframes as set out in Schedule 7 (Performance Management and Service Levels.
“ICT”	means Information and Communications Technology(ies).
“Implementation”	the period from Commencement Date to the end of the Contract Term.

“Implementation Plan”	means any implementation plan prepared pursuant to Schedule 3 (Implementation Period).
“Information”	has the meaning given under Section 84 of the FOIA.
“Insurances”	means all or any of the insurances required to be maintained by the Concessionaire pursuant to this Contract as set out in Schedule 18 (Insurance Requirements).
“Intellectual Property Rights” or “IPRs”	means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, rights of confidence and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“IP Materials”	has the meaning given in Paragraph 2.2 of Schedule 12 (Transparency and Intellectual Property Rights).
“ISO”	means the International Organization for Standardization.
“Issue”	means any non-software errors, flaws, failures or faults resulting in The Gazette Digital Service not operating as designed or intended, which may or may not have a negative impact on service users and/or to API and/or data users.
“Information Management System”	means a) those parts of the Concessionaire System, and those of the Sites, that the Concessionaire or its Sub-contractors will use to provide the parts of the Services that require Processing Grantor Data; and b) the associated information assets and systems (including

	organisational structure, controls, policies, practices, procedures, processes and resources).
“IT”	means Information Technology.
“IT Environment”	means the Concessionaire’s IT system(s) for delivering the Services.
“Key Role”	a role described as a Key Role in Schedule 11 (Key Personnel and Sub-Contractors) and any additional roles added from time to time in accordance with Clause 9 (Key Personnel);
“Key Personnel”	mean those persons named in Schedule 21 (Staff Transfer) and Schedule 11 (Key Personnel and Sub-Contractors) as being key personnel for the performance of this Contract.
“Key Sub-Contractor”	any Sub-contractor which, in the opinion of the Grantor, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services.
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Concessionaire is bound to comply.
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680).
“Licensed Software”	all and any Software licensed by or through the Concessionaire, its Sub-contractors or any third party to the Grantor for the purposes of or pursuant to this Contract, including any Concessionaire Software, Third Party Software and/or any Specially Written Software;

“Loss” or “Losses”	includes destruction.
“Maintenance Roadmap”	means the prioritised actions and recommendations as approved by the Grantor to reduce the Technical Debt and to aid the long-term development of the Services.
“Management Information”	means the performance management information as set out in Schedule 7 (Performance Management and Service Levels) and the reporting information set out in Schedule 10 (Governance and Reporting).
“Materials”	means all materials and Data received, processed, output, used or developed by the Concessionaire (in whatever Format and whether in machine or eye-readable form) for, from or on behalf of the Grantor in performing the Services including, but not limited to, the IP Materials; all copy in any format received by the Concessionaire; all film, set pages, or other materials created by the Concessionaire in performing the Services; and all computer programs developed by or on behalf of the Concessionaire for the sole purpose of providing the Services.
“Milestone”	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date.
“Milestone Date”	means the date set against the relevant Milestone in the Implementation Plan.
“Month”	means calendar month unless otherwise defined.
“Notice(s)”	means advertisements for such categories of Notices as set out in the annual Business Plan as required under Schedule 2 (Services Description), which are published or submitted for publication in The Gazette and which may include other Notice types as agreed with the Grantor.

“Occasion of Tax Non-Compliance”	(a) any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Concessionaire under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Concessionaire was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
“Official Publisher”	means the publisher who has been granted the right to be identified as the official publisher to the Grantor in respect of the documents published under this Contract, i.e. the Concessionaire.
“Open Book Data”	complete and accurate financial and nonfinancial information which is sufficient to enable the Grantor to verify the Royalty already paid or payable and Royalty forecast to be paid during the remainder of the Term, including details and all assumptions relating to: a) the Concessionaire’s costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;

	b) operating expenditure relating to the provision of the Services including an analysis showing: (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Concessionaire Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) reimbursable expenses; c) overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Concessionaire; and f) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency.
“Open Government Licence”	means the UK Government’s open licence which facilitates the use and re-use of Public Sector information that is protected by copyright and database rights. The Open Government Licence, details of which can be found at http://www.nationalarchives.gov.uk/doc/open-government-licence/), may be amended and/or revised from time to time.

“Paragraph”	unless specifically stated otherwise, will mean a clause, paragraph or section (and, where applicable, its sub-clauses, paragraphs or sections) within a Schedule to the Agreement, or Annex to a Schedule, as appropriate. Where the Schedule or Annex is sub-divided into parts, the reference will be deemed to refer to the Paragraph within that part. For the avoidance of doubt see the definition “Clause”;
“Party” / “Parties”	means either the Concessionaire or the Grantor or both.
“Perfective Maintenance”	means changes to improve the performance or maintainability of The Gazette Digital Service.
“Performance Level”	means a specific and measurable level of quality, accuracy or timeliness in the delivery of any aspect of the Services set out in Schedule 2 (Services Description) and/or Schedule 7 (Performance Management and Service Levels).
“Performance Management System”	means the performance management system that has been developed and agreed by the Parties to be implemented in accordance with Paragraph 2.1 of Part B of Schedule 7 (Performance Management and Service Levels).
“Performance Score”	means those performance scores determined by the Grantor and set out in Part A of Schedule 7 (Performance Management and Service Levels).
“Personal Data”	means any information relating to an identified or identifiable natural person (‘data subject’),; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and deliberate causes.
“Premises”	means the location(s) where the Services are to be supplied.
“Preventive Maintenance”	means proactive detection and modifications to correct latent faults in The Gazette Platform before they become effective faults.
“Print-ready PDFs”	means a PDF that as a minimum meets the requirements of ISO 15930-1:2001: PDF/X-1a:2001 or its successor.
“Priority Level”	means the category of severity assigned to a Service Failure as detailed in Paragraph 3.3 of Part B of Schedule 7 (Performance Management and Service Levels).
“Product Roadmap”	means the Concessionaire’s plan for business development as set out in Schedule 2 (Services Description), including the technical development required and planned to deliver that business development.
“Prohibited Act”	means: a) to directly or indirectly offer, promise or give any person working for or engaged by the Grantor a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for

	improper performance of a relevant function or activity in connection with this Contract; c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Grantor; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.
"Project"	refers to the Services and Deliverables to be provided by the Concessionaire to the Grantor in accordance with this Contract.
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Public Notices"	means Notices concerning statutory statements from a local authority, government or third party aimed at informing the general public as part of a legal process, such as making a temporary traffic order or applying for a zoo license, and their primary audience is the public.
"Public Sector"	means central government including Crown bodies, departments and their agencies, health; local government;

	devolved administrations; education; and the not-for-profit sector.
“Publications”	means the titles listed in Schedule 4 (Requirements to Advertise) and those set out in the annual Business Plan as required under Schedule 2 (Services Description), and any associated documents to be printed, published for distribution and offered for sale to the public as specified in Schedule 2 (Services Description).
“Quality Standards”	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organization for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Concessionaire would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 2 (Services Description).
“Rectification Plan”	has the meaning as described in Schedule 7 (Performance Management and Service Levels).
“Re-insertion”	the re-advertising of a Notice in The Gazette free-of-charge due to a demonstrable typesetting or editorial error or omission by the Concessionaire which seriously detracts from the correct meaning of the Notice. Examples include missing or incorrectly spelt company or personal names, locations and dates, in all cases where original data was provided correctly by the Advertiser and where the error by the Concessionaire makes a difference to the meaning of the Notice. Re-insertions for the purpose of this definition excludes any placed free of charge to aid relations with a customer or customers of the Concessionaire where the original error was not the fault of the Concessionaire.

“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Subscription and Standing Order Lists”	means the lists of current subscribers and standing orders for the Publications and data feeds as amended from time to time.
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Concessionaire is established.
“Relevant Transfer”	will take the meaning as defined in Schedule 21 (Staff Transfer);
“Replacement Concessionaire”	means any third party service provider appointed by the Grantor to supply any services which are equivalent or substantially similar to any of the Services and which the Grantor receives in substitution for any of the Services following the expiry, termination or partial termination of this Contract.
“Retained Publications”	previous issues of the Publications retained pursuant to Clause 44.
“Retained Publishing Services”	as defined in Clause 26.2.
“Request for Information”	means a request for information relating to this Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIR.
“Required Action”	has the meaning given in Clause 53 (Step-In Rights).
“Requirements”	means those requirements, as more particularly set out in Schedule 2 (Services Description), and Schedule 3 (Implementation Period), that the Concessionaire must comply with to provide the Services.

“Royalty”	will comprise the Quarterly Royalty Payment(s), as defined in Schedule 9 (Royalties, Payments and Invoicing).
“RPSIR”	means the Re-use of Public Sector Information Regulations 2015 together with any guidance issued by a relevant Government Department in relation to such legislation.
“Schedule”	means a schedule attached to this Contract.
“Services”	means any and all of the Services to be supplied under this Contract by the Concessionaire including those in Schedule 2 (Services Description) as may be modified, amended or updated from time to time.
“Service Manual”	means the Service Manual as set out at: https://www.gov.uk/service-manual .
“Service Failure”	means any defect (including defective performance) in, or failure of, the Service which results (or would result if Users or Advertisers were, at the relevant time, using the Service): a) in failure to meet any Service Level; b) in a failure to provide that Service in accordance with this Contract; or c) in the provision of that Service to Users and Advertisers failing to comply with the Requirements.
“Service Failure Log”	means the hard copy and electronic version of the log created and maintained by the Concessionaire as part of the Services.
“Service Improvements”	means the developments as agreed under Schedule 2 (Services Description).
“Service Levels”	means the performance targets in respect of the Services set out in Schedule 7 (Performance Management and Service Levels), as modified, amended or updated from time to time.

“Service Standard”	means as described at https://www.gov.uk/service-manual/service-standard .
“Sites”	any premises (including the Grantor Premises, the Concessionaire’s premises or third party premises): a) from, to or at which: (i) the Services are (or are to be) provided; or (ii) the Concessionaire manages, organises or otherwise directs the provision or the use of the Services; or b) where: (i) any part of the Concessionaire System is situated.
“Social Value”	the additional social benefits that can be achieved in the delivery of the Contract, as set out in Schedule 2 (Services Description).
“Software”	means all software including, without limitation, operating software, software tools, application software and databases and all new releases, upgrades, including any modifications or enhancements to that software from time to time during the Term.
“Special Editions”	means special editions of Publications created, including such editions as may be required to fulfil accessibility requirements and foreign language editions.
“Specification”	means the description of the Services to be supplied and the obligations to be performed by the Concessionaire under this Contract set out in Schedule 2 (Services Description), including the publishing and distribution services, printing, editorial and advertisement, capture, transfer and dissemination of data,

	business development and service development, and customer services and other general requirements for The Gazette under this Contract.
“Staff”	means all persons employed by the Concessionaire (including all directors, officers, employees, agents, suppliers, consultants and contractors of the Concessionaire and/or of any Sub-Contractor) used in the performance of its obligations under this Contract.
“State Notices”	means Notices classified in the State, Ecclesiastical, Parliament, Public Finance sections of The Gazette or appointments (to roles or honours) published in supplements to The Gazette. For the avoidance of doubt State Notices include but are not limited to: Royal Proclamations; Honours and Awards, including the King’s Birthday Honours List and the New Year Honours List, honours such as the Victoria Cross, miscellaneous honours lists such as the Polar Medal and Imperial Service Medal supplements, Notices placed by The Order of St John; King’s Awards for Voluntary Service and the King’s Awards for Enterprise; Military Officer Appointments; Other Appointments, for example to the judiciary, county lieutenancies, sheriffs, the Court of the Bank of England, to the Cabinet, election to Parliament; Demise of the Crown; Parliamentary Notices including Royal Assents, all entries and exits of Members of United Kingdom Parliament and the Cabinet and Parliamentary procedure such as recall of Parliament; other Notices published pursuant to the Burial Act 1904, Oxford and Cambridge Universities Act; occasional Notices relating to changes in church fabric.
“Step-in Notice”	has the meaning as set out in Clause 54.1.
“Step-in Rights”	will have the meaning ascribed to it in Clause 53.

“Step-in Trigger Event”	(a) any event falling within the definition of a Concessionaire Termination Event; (b) a Default by the Concessionaire that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Grantor considers that the circumstances constitute an emergency despite the Concessionaire not being in breach of its obligations under this Contract; (d) the Grantor being advised by a regulatory body that the exercise by the Grantor of its rights under Clause 53 (Step-In Rights) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (f) a need by the Grantor to take action to discharge a statutory duty.
“Step-Out Date”	has the meaning as set out in Clause 55.3.
“Step-Out Notice”	has the meaning as set out in Clause 55.3.
“Step-Out Plan”	has the meaning as set out in Clause 55.4.
“Sub-Contractor”	means any person, firm or company under contract to the Concessionaire to provide the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part thereof, or necessary for the management, direction or control of the Services or any part thereof.
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Concessionaire related to this Contract.
“Subscription Service”	a facility provided by the Concessionaire which enables customers to order and pay in advance for publications which

	are produced on a known and regular basis at a pre-determined annual price.
“Sub Target”	Means the Sub Targets set out in Schedule 7 (Performance Management and Service Levels).
“Support Hours”	means 9am to 17.30pm Monday to Friday GMS/BST excluding public holidays in England and Wales.
“Target(s)”	means the targets set out in Schedule 7 (Performance Management and Service Levels).
“Target Date”	means the date set against the relevant Target in the Implementation Plan as approved by the Grantor.
“Technical Debt”	means the concept in software development that reflects the implied cost as the complexity of the code base of a software system increases over time. It accrues where easier solutions, that can be implemented quickly to implement a feature, have been chosen over better solutions that would be easier to maintain but would have taken longer to implement.
“Technology Code of Practice”	means government guidance as set out at: https://www.gov.uk/guidance/the-technology-code-of-practice , as amended from time to time.
“Term”	means the period from the Commencement Date to the Expiry Date.
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;

“Terms and Conditions of Service”	means the terms and conditions for use of The Gazette Website, as amended from time to time, as found at https://www.thegazette.co.uk/terms-and-conditions ;
“Testing”	means the testing which forms part of the Implementation Plan.
“The Gazette”	means the combination of three publications, The London Gazette, The Edinburgh Gazette and The Belfast Gazette.
“The Gazette Brand”	means the set of perceptions and identifiers that represent and distinguish the Services and concept. The Gazette brand includes a range of visual identifiers by which the Services can be effectively communicated and marketed, including the logo/crest and the tagline 'Published by Authority', and the design of The Gazette Publications and marketing material in print and online. The Gazette brand also encompasses the reputation of The Gazette, which will develop over time based on the Service delivered to users and the manner in which the Service is delivered. This includes, but is not limited to: a) maintaining or enhancing The Gazette’s brand by providing marketing materials and services with consistent messaging and Performance Levels; b) developing the existing Gazette brand by updating the visual elements and creating or removing sub-brands where appropriate. Significant changes to the visual elements of The Gazette brand will require the approval of the Grantor; and c) identifying opportunities to strengthen The Gazette brand, for example by promoting it to new user groups or adapting it for new channels.
“The Gazette Business”	means the commercial operation of the Services as set out in Schedule 2 (Services Description),
“The Gazette Information”	means all of the electronic Documents and Data, including The Gazette archive, that constitute The Gazette.

“The Gazette Platform”	means the technology platform used to deliver the Services, as set out in Schedule 2 (Services Description).
“The Gazette Proposition”	means the requirements that: a) organisations and people can put information permanently on the public record and in the public domain; b) the information is definitive, from authorised sources, held by a trusted provider who is transparent about how it is handled, so it can be used as evidence to support legal processes; c) the information is freely available from The National Archives, presented in many other different contexts and places, in different formats, and can be used by others for different purposes; d) the information is enriched so that it can be interrogated, re-purposed and exploited in a wide variety of different ways; and e) the service provides good value for Advertisers and a return to Government.
“The Gazette Website”	means the Website to be provided by the Concessionaire at www.thegazette.co.uk for Advertisers and Users to access the Services as described in Schedule 2 (Services Description).
“Third Party IPRs”	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
“Third Party Software”	software which is proprietary to any third party (other than an affiliate of the Concessionaire) or any Open Source Software which in any case is, will be or is proposed to be used by the Concessionaire for the purposes of providing the Services;
“Transferee”	has the meaning set out in Clause 66.6.

“Transferring Former Concessionaire Employee(s)”	will take the meaning as defined in Schedule 21 (Staff Transfer);
“Transferring Grantor Employee(s)”	will take the meaning as defined in Schedule 21 (Staff Transfer);
“Transformation Asset(s)”	means any asset or assets (including Equipment), algorithm, or process, owned, utilised or developed by the Concessionaire and used, whether on an exclusive or non-exclusive basis, in the provision of the Services: a) to alter the Data or any part thereof (whether on a permanent or temporary basis); or b) which in the opinion of the Grantor materially interacts with the Data or any part thereof, either on a permanent or temporary basis;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 2005(4) of the DPA 2018.
“URL”	means the Uniform Resource Locator which is the standard way of giving the address of any resource on the Internet.
“User”	a person or organisation to whom the Concessionaire provides access to The Gazette Data, in any Format.
“Variation”	has the meaning given to it in Clause 68.1.
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“Volumes”	means the number of Notices placed in The Gazette, itemised as required by the Grantor.
“Web PDF”	means a PDF that, as a minimum, meets the requirements of ISO 32001-1 or its successor.
“Website”	means a collection of “documents” that are linked together using the HTTP protocol.
“Working Day”	means 8.00am to 6.00pm Monday to Friday inclusive, excluding public or bank holidays in England and Wales.
“World Wide Web”	means the world wide web which is a service for sending and receiving text, graphics, and other media over the Internet using HTTP and in a form that can be viewed using Browser software.

SCHEDULE 2

SERVICES DESCRIPTION

1. Definitions

1.1. In this Schedule the following definitions will apply:

“Customer Complaints Charter”	has the meaning ascribed to it in Paragraph 20 of Schedule 2.
“Data Element(s)”	means an atomic unit of data that has precise meaning or precise semantics.
“Data Enrichment Service”	means the infrastructure for running pre-configured and solution-specific data extraction pipelines. The service is built upon the GATE open source software at its core.
“Service Assessment”	means measurement of the Services against the 14 points of the gov.uk Service Standard as set out at https://apply-the-service-standard.education.gov.uk/service-assessments/assessments
“The Gazette Platform”	means the technology solution that underpins the delivery of the Services.
“URI Templates”	means the existing templates used to describe the Uniform Resource Identifier schemes followed by The Gazette Platform.

2. Introduction

- 2.1. The purpose of this Schedule is to set out the requirements for the provision of the Services that the Concessionaire will provide under this Contract.
- 2.2. The Concessionaire will operate, manage, maintain and improve the Services to deliver The Gazette Proposition as set out in Annex A of this Schedule.
- 2.3. When operating, managing, maintaining and improving the Services, the Concessionaire will comply with the principles and practice set out in the Service Manual <https://www.gov.uk/service-manual>, in order to meet the Service Standard for public services: <https://www.gov.uk/service-manual/service-standard>.
- 2.4. Adherence to the Service Manual and the Service Standard will be reviewed at Service Assessments as set out in Schedule 3 (Implementation Period).

3. The core services to be provided

- 3.1. The Concessionaire will produce and publish The Gazette, which is a daily printed publication, a website (<https://thegazette.co.uk>), and a data service.
- 3.2. The Concessionaire will operate, maintain and develop The Gazette Platform to manage the capture, transformation, enrichment and dissemination of Gazette Notices online and in print.
- 3.3. The Concessionaire will host the Services in the cloud using a public cloud provider.
- 3.4. The Concessionaire will publish Notices to the timelines set out in this Schedule, including managing publishing requirements for the Demise of the Crown.
- 3.5. The Concessionaire will provide customer services and order fulfilment services.
- 3.6. The Concessionaire will maintain and optimise revenue from the provision of the Services.
- 3.7. The Concessionaire will manage stakeholder engagement activities with public sector and state Notice placers, in order to understand and deliver their Notice placing requirements.
- 3.8. Throughout the Term, the Concessionaire will deliver against key strategic Targets and Sub Targets, as set out in Schedule 3 (Implementation Period).
- 3.9. The Grantor will permanently preserve The Gazette in its digital preservation infrastructure. The Concessionaire will provide such support as is required, for example by discussing with the Grantor the best approach to receiving Gazette content.

4. Hosting

- 4.1. The Concessionaire will host the Services in the cloud, using a public cloud provider.
- 4.2. The Concessionaire will monitor the hosting environment to ensure the availability of the Services.
- 4.3. The Concessionaire will act on any alerts raised from its monitoring of the Services to ensure continuity of service provision.
- 4.4. The Concessionaire will ensure that support call engineers are available at all times of day for every day in the year to address any issues identified.

5. Browser compatibility, responsive design and progressive enhancement

- 5.1. The Concessionaire will use contemporary web technologies, HTML5 and CSS3, and responsive design.
- 5.2. The Concessionaire will take advantage of HTML5 document semantics such as the <section> and <article> elements, to markup Notices and web pages on the website.
- 5.3. The Concessionaire will use the progressive enhancement method to ensure that content on the website can be rendered in older browsers that do not support contemporary web technologies, like HTML5 and CSS3.
- 5.4. The Concessionaire will use feature detection as part of its approach to progressive enhancement and for supporting older browsers.

6. Accessibility requirements

- 6.1. The Concessionaire will adopt the latest W3C Web Content Accessibility Guidelines (WCAG) 2.2 for the Digital Services and achieve an appropriate conformance level in keeping with the Service Standard and as set out in Schedule 3 (Implementation Period).
- 6.2. The Concessionaire will produce accessible PDF files that are appropriately optimised for website publishing.
- 6.3. The Concessionaire will automatically validate and verify all authored content by Advertisers to ensure it meets the standards required for accessibility.

7. Search

- 7.1. The Concessionaire will provide search facilities for published Notices, data and any supplementary editorial content on the website.
- 7.2. The Concessionaire will provide a full text search facility of the entire corpus of information on the website.

- 7.3. The Concessionaire will conduct user research to identify the best way of presenting search results, for the different user groups for each of the services.
- 7.4. The Concessionaire will provide filtering and faceting of search results.
- 7.5. Targets and Sub Targets for improving search are set out in Schedule 3 (Implementation Period).

8. Search Engine Optimisation and indexing

- 8.1. The Concessionaire will devise and maintain a search engine optimisation strategy for the website.
- 8.2. The Concessionaire will optimise the website for search engines at a website level, at a service level and at a page or individual Notice level.
- 8.3. The Concessionaire will ensure the website is correctly indexed by search engines by providing a 'robots.txt' file and through the use of XML Sitemaps. The Concessionaire will ensure that some of the content on the website, such as Personal Insolvency Notices, is removed from search engine indexes after a period of one year and three months.
- 8.4. The Concessionaire will ensure that the Grantor approves the type of content that is removed from search engine indexes after a period of one year and three months.

9. Maintaining and developing The Gazette Platform

- 9.1. The Concessionaire will invest a minimum of [text redacted] in The Gazette Platform for each contract year during the Term and will provide a breakdown of actual spend against forecast spend as set out in Schedule 10 (Governance and Reporting).
- 9.2. The Concessionaire will maintain and develop The Gazette Platform in accordance with the Technology Code of Practice: <https://www.gov.uk/guidance/the-technology-code-of-practice>.
- 9.3. The Concessionaire will evidence compliance with the Technology Code of Practice when proposing any technical changes to The Gazette Platform, and at Service Assessments.
- 9.4. Annex B to this Schedule 2 (Services Description) sets out the Concessionaire's current technology solution.
- 9.5. The Concessionaire will update Annex B on a 6 (six) monthly basis and after any change to any component part of The Gazette Platform that has been approved by the Grantor.

- 9.6. Annex C to this Schedule 2 (Services Description) describes the standards currently used for the Services.
- 9.7. The Concessionaire will update Annex C on a 6 (six) monthly basis.
- 9.8. The Concessionaire will adopt a 'coding in the open' approach to developing and maintaining its technology solution that will involve documenting, publishing and maintaining transformation and enrichment routines.
- 9.9. The Concessionaire will produce an Annual Maintenance Plan, to be approved by the Grantor, which sets out the Concessionaire's plan of action for the Corrective Maintenance, Adaptive Maintenance, Perfective Maintenance and Preventive Maintenance of the Services.
- 9.10. The Gazette Platform will include storage services for unpublished and published XML documents, for unpublished and published RDF data, for PDF documents and other binary file formats, and for user details.
- 9.11. The Concessionaire will enable users to query, access and read published RDF data and raw data formats to include but not be limited to RDF, Turtle and JSON-LD.
- 9.12. The Gazette Platform will also include provision of The Gazette API, which will be a RESTful API that uses HTTP Response and Status codes in accordance with the HTTP specification.
- 9.13. When operating, maintaining and developing The Gazette API, the Concessionaire will comply with, and evidence compliance with, API Technical and Data Standards which can be found here: <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>.
- 9.14. The Concessionaire will offer a paid-for consultancy service to support users of The Gazette API, above and beyond the free support required to be provided under this contract.
- 9.15. The Concessionaire will ensure that each version of the Notice or document receives a URI for every stage of the publishing process and will use these URIs in the audit trail.

9.16. When maintaining and developing URIs the Concessionaire will use the established URI templates that are approved by the Grantor, and produced in line with Government guidance on designing URI sets for the UK public sector which can be found here: <https://www.gov.uk/government/publications/designing-uri-sets-for-the-uk-public-sector>, and in line with government guidance on persistent resolvable identifiers which can be found here: <https://www.gov.uk/government/publications/open-standards-for-government/persistent-resolvable-identifiers>.

9.17. The Gazette API will provide submission services as follows:

- a) The Concessionaire will use The Gazette API to support machine-to-machine Notice submission and other submission routes as required by the Grantor.
- b) The Concessionaire will ensure that the content submitted via The Gazette API is validated, converted to HTML5 and enriched to create HTML5+RDFa resources for publication.
- c) The Concessionaire will ensure that The Gazette API operates asynchronously with related services so that it remains responsive and Users can retrieve the status of a submission through requests to a 'Status URI'.
- d) The Concessionaire will ensure that each task in the submission process is given a URI, and for tasks that are completed asynchronously, that a RESTful pattern is followed that returns a synchronous response including a link to a new resource, to enable the client to check the status of the asynchronous task.
- e) The Concessionaire will ensure that The Gazette API allows tasks to be stopped.
- f) The Concessionaire will ensure that The Gazette API enables Users to retrieve a list of their own tasks or a list of their own Notices.
- g) The Concessionaire will ensure that The Gazette API features for the submission of Notices and the amendment of content are only available to authenticated Users and will ensure that User accounts are established with passwords in a process that is consistent with the ISO27001 standard.

- h) The Concessionaire will ensure that User accounts with permission to submit Notices through The Gazette API are issued and configured on a Notice type by Notice type basis.
- i) The Concessionaire will ensure that The Gazette API access is carried out over HTTPS and requires an Authorisation Key for submitting documents and Data through The Gazette API.

9.18. The Gazette API will provide publishing services as follows:

- a) The Concessionaire will ensure that Notices submitted for publishing are held in the unpublished stores until they are ready to be published to the date and time specified by the Advertiser.
- b) The Concessionaire will run scheduled service queries across the unpublished stores every 10 (ten) minutes to find any Notices where the publication date and time has elapsed and then will copy all components for a Notice to publish to the relevant published Notice store, including the Notice HTML5+RDFa and the Notice provenance.
- c) The Concessionaire will ensure that the API publishing service supports roll back if a failure is encountered.
- d) The Concessionaire will ensure that the API publishing service has the functionality to update sitemaps with new published items, and is able to ingest third party data as approved by the Grantor, for example Company House data.
- e) The Concessionaire will ensure that The Gazette API returns Gazette documents and Data in a variety of formats, including:
 - (i) HTML5+RDFa in line with the government's viewing government documents guidance, which can be found here:
<https://www.gov.uk/government/publications/open-standards-for-government/viewing-government-documents>.
 - (ii) PDF
 - (iii) RDF and RDF+XML
 - (iv) RDF – TURTLE
 - (v) JSON
 - (vi) ATOM (for lists and feeds).

- f) The Concessionaire will ensure that The Gazette API supports caching using HTTP response headers.
- g) The Concessionaire will ensure that The Gazette API supports search requests to specifically designed URIs for lists as well as requests using query parameters.
- h) The Concessionaire will ensure that The Gazette API supports users to configure a subset of Gazette information and store subsets as a user preference.
- i) The Concessionaire will ensure that unpublished resources are not exposed as unencrypted data whilst the content is in transit.

9.19. The Concessionaire will maintain and develop documentation about the different formats supported by The Gazette API as part of the Annual Maintenance Plan and will make this documentation available to users.

9.20. The Concessionaire will maintain, develop and publish Gazette API documentation for developers, and will evidence that this documentation is complete and up to date as part of its Annual Maintenance Plan.

9.21. When documenting The Gazette API, the Concessionaire will comply with Government guidance on documenting APIs, which can be found here: <https://www.gov.uk/guidance/how-to-document-apis>, and Government guidance on describing RESTful APIs with OpenAPI3, which can be found here: <https://www.gov.uk/government/publications/recommended-open-standards-for-government/describing-restful-apis-with-openapi-3>.

10. Capture

10.1. The Concessionaire will provide a service for digital Notice submission it will evidence meets the needs of Advertisers, as part of the Services.

10.2. The Concessionaire will offer Advertisers the option for their Notice to be published:

10.2.1. immediately on The Gazette website;

10.2.2. upon their approval of a proof copy; or

10.2.3. to specify a day and time for publication,

subject to any restrictions around any Notice type appearing in one format before another.

10.3. The Concessionaire will ensure that it provides information, guidance and support to Advertisers to ensure that Advertisers understand what is required when placing a Notice, to include:

- a) A high-level description of what Notice codes mean – the type of Notice they relate to.
- b) What Notice(s) they are permitted to place and why, including where this is set out in legislation.
- c) A guide to the submission routes available.
- d) Clear pricing information and payment options.
- e) Links to the relevant Advertiser Terms and Conditions.
- f) A link to the privacy statement.

10.4. The Concessionaire will review and update the Advertiser user guidance on an annual basis and will present the outcomes of this review, along with any recommended changes, to the Delivery Board for its approval.

10.5. The Concessionaire will continually improve Notice submission methods during the Term based on users' needs and usability research, and will actively promote new and improved submission routes to Advertisers and to intermediaries managing Notice placing, to meet the Targets and Sub Targets set out in Schedule 3 (Implementation Period).

10.6. The submission methods provided by the Concessionaire will include, but not be limited to:

10.6.1. Direct digital Notice submission through The Gazette website: providing web forms which guide users through the process of submitting a Notice and are supported by relevant contextual information, for use by those placing Notices.

10.6.2. Submission through The Gazette API: supporting machine-to-machine Notice submission and high-volume Notice submission.

10.6.3. Notice submission by email or letter:

- a) For email the Concessionaire will ensure that email inboxes are regularly monitored during the Working Day. The Concessionaire will retain the original emails for Notice placing to ensure that this is an audit trail of content received for publication.

- b) For letters, the Concessionaire will maintain a dedicated Post Office box number and will use reasonable endeavours to ensure that the post is collected by a secure messenger service before 10.00am each Working Day.
- c) For non-digital submission routes, the Concessionaire will provide a typesetting service, ensuring that Notices that are typeset adhere to the Business Rules for that particular type of Notice, and that the Advertiser receives a proof copy of any Notice submitted if they request it.

10.7. The Concessionaire will specifically ensure that the Insolvency Service and Companies House can submit Notices for publication through convenient forms of direct data supply and will take all steps as are necessary to ensure that The Gazette submission service is capable of supporting the needs of the Insolvency Service, to submit high volumes of Notices, as set out in Schedule 3 (Implementation Period).

10.8. The Concessionaire will offer an appropriately secure transmission method for the submission of 'New Year Honours Lists', 'King's Birthday Honours Lists', and any other Notices carrying an OFFICIAL SENSITIVE classification.

10.9. The Concessionaire will use an appropriately secure transmission method to deliver proofs and final copies of the publications, in advance of the publication date, according to an agreed schedule, to the relevant parties such as St James Palace, Buckingham Palace, the Cabinet Office, Northern Ireland Honours Secretariat and the Grantor.

10.10. The Concessionaire will prepare embargoed lists with pre-publication copies and support pre-publication distribution of The Gazette, as directed by the Grantor or other authorities approved by the Grantor.

11. Business Rules

11.1. Within 3 (three) months of the Contract Start Date, the Concessionaire will formally document and send to the Grantor up to date Business Rules. Business Rules must be machine-readable and human-readable.

11.2. The Business Rules will include but not be limited to:

- a) who can submit what type of Notice;
- b) the submission route for each type of Notice, by customer;
- c) what information a Notice of each type must contain (the mandatory and optional information for each type of Notice);
- d) the data enrichment required for each Notice type;

- e) the Advertiser verification processes and requirements for all Notice types, including the databases used to check the validity of Advertisers;
- f) the technical validation required including automated checks to ensure data and metadata obey the Business Rules; and
- g) the content quality and automated checks required for example to compare information submitted to trusted reference data sources (for example to check that a company name matches the reference data for a company based on the company number) and to compare with statutory timelines to check dates.

- 11.3. The Concessionaire will have an automated process in place to cross-reference Notice submissions against a record of injunctions received from the courts to ensure no injunctions are broken.
- 11.4. In the case where this feature is non-operational then the Concessionaire will manually check all Notices submitted for publication against a record of injunctions received.
- 11.5. The Concessionaire will apply and adhere to the Business Rules as part of the publishing process.
- 11.6. The Concessionaire will review the Business Rules on an annual basis during the Term, or when any new Notice types are introduced, and will report the findings of their review, and recommendations, to the Delivery Board for comment and approval.

12. Transformation, data enrichment and provenance

- 12.1. The Concessionaire will ensure that it represents information published in a Gazette Notice or supplement as structured data, in a consistent and reliable way, according to a set of well-defined data models and Business Rules.
- 12.2. The Concessionaire will provide a data enrichment service to ensure that all Notices go through a data enrichment process prior to publication.
- 12.3. The Concessionaire will ensure its data enrichment service is capable of processing such formats as are required to include processing an HTML5 format Notice and returning a correctly enriched HTML5+RDFa format Notice, with the structured data contained in the Notice document.
- 12.4. As part of developing and maintaining the Business Rules, when deciding what elements within a Notice to mark-up as data, the Concessionaire will use the following criteria:
- a) Can the entity be checked against an independent and definitive source?
 - b) Will identifying the entity save content entry effort for Advertisers?
 - c) Is the entity easy or difficult to capture?
 - d) Can the entity be linked to another useful data source?
 - e) Does capturing the entity add value for Digital Service users?

- 12.5. The Concessionaire will publish, document and maintain a set of specifically designed reference datasets for use in its data enrichment service, and for review at the Strategy Board.
- 12.6. The Concessionaire will ensure it has a process for managing updates and version control of the reference data used by its data enrichment service.
- 12.7. The Concessionaire will identify the following entities for Corporate Insolvency Notices, where they are applicable to the specific Notice type, and ensure the correct tagging of these entities where they appear in the Notice:
- a) Company name
 - b) Company number
 - c) Company registered office
 - d) Nature of Business
 - e) Court name
 - f) Court number
 - g) Date of coming into force
 - h) Date of coming to an end
 - i) Legislation reference
 - j) Signing administrator's name
 - k) Insolvency practitioner capacity
 - l) Insolvency practitioner number
 - m) Administrator's company name
 - n) Administrator's company address
 - o) Date of Appointment
 - p) Contact address to write revised proposals
 - q) Name of appointer
 - r) Name of summoner
 - s) Signed Date

12.8. The Concessionaire will identify the following entities for Personal Insolvency Notices, where they are applicable to the specific Notice type, and ensure the correct tagging of these entities where they appear in the Notice:

- a) Full name
- b) Residential address
- c) Date of birth
- d) Bankrupt's occupation or training
- e) Any other names
- f) Insolvency practitioner name
- g) Insolvency practitioner postal address
- h) Insolvency practitioner capacity
- i) Insolvency practitioner date of appointment
- j) Insolvency practitioner number
- k) Court name
- l) Court number
- m) Date of bankruptcy order
- n) Date of appointment
- o) Date of presentation of petition
- p) Amount
- q) Name of petitioning creditor
- r) Address of petitioning creditor
- s) Date of judgement
- t) Address of solicitor
- u) Name of solicitor
- v) Legislation

12.9. The Concessionaire will identify the following entities for Wills and Probate Notices, where they are applicable to the specific Notice type, and ensure the correct tagging of these entities where they appear in the Notice:

- a) Deceased name

- b) Former address
- c) Date of death
- d) Name of personal representative
- e) Contact address for executor
- f) Email for executor
- g) Legislation

12.10. The Concessionaire will identify the following entities for Public Notices, where they are applicable to the specific Notice type, and ensure the correct tagging of these entities where they appear in the Notice:

- a) Authority
- b) Applicant
- c) Title
- d) Consult / make / Secretary of State
- e) Location
- f) Town name
- g) Grid reference
- h) Postcode
- i) Further information from
- j) Opening times
- k) Opening days
- l) Hearing details
- m) Closing dates
- n) Local legislation
- o) National legislation

12.11. The Concessionaire will identify the following entities for State Notices, where they are applicable to the specific Notice type, and ensure the correct tagging of these entities where they appear in the Notice:

- a) Name
- b) Address

- c) Titles
- d) Post nominal
- e) Organisation name
- f) Roles
- g) Previous roles
- h) New / previous incumbent
- i) Service number
- j) Honour (order)
- k) Honour (rank)
- l) Erratum to supplements or removal
- m) Effective commencement date
- n) Details of previous gazette
- o) Description
- p) Advertiser
- q) Bank holiday dates
- r) Territory
- s) Subject of petition
- t) Address for objections
- u) Date for objections
- v) Legislation

- 12.12. The Concessionaire will monitor and seek to improve the completeness and the quality of the enriched data during the Term.
- 12.13. The data enrichment service provided by the Concessionaire will generate provenance information about the enrichment process of each Notice, so that users of the data can judge whether to trust the enriched information.
- 12.14. The Concessionaire will publish machine-readable and human-readable provenance information for every Notice published and include a link to the provenance information from the published Notice.
- 12.15. The Concessionaire will publish the transformation or enrichment routines it uses as part of the publicly available audit trail for the Notices, and will document transformation routines with inline comments that provide detailed explanations of how the transformation works.
- 12.16. The Concessionaire will provide and maintain data-dumps for existing longitudinal datasets and make them available for bulk download as open data and/or as part of a commercial service offering.
- 12.17. The Concessionaire will add information from new Notices to the existing longitudinal datasets on a quarterly basis, to ensure that the longitudinal datasets are fully maintained and up-to-date.
- 12.18. The Concessionaire will make available the set of longitudinal datasets that have been created from historical Gazettes including the indexes and the archive of scanned and OCRd Gazettes.
- 12.19. The Concessionaire will maintain older Gazette Indexes, as agreed with and approved by the Grantor, and make them available to search.

13. Dissemination - digital

- 13.1. The Concessionaire will ensure that The Gazette API enables users to access structured data in different formats.
- 13.2. The Concessionaire will provide a website for The Gazette at www.thegazette.co.uk.
- 13.3. The Concessionaire will offer customers a free data supply service, including The Gazette API, alongside a bespoke data supply service and will provide data in the format of the customer's choice at the time of their choice and in the format of their choice.

- 13.4. The Concessionaire will maintain the URI Templates for resources and will ensure that the URIs for human readable resources on the website are aligned with the URIs for machine readable resources through the API, so there is a close association between the data accessed through the API and the presentation of that data on the website, so that the website can help document the API.
- 13.5. The website will consist of transactional services and content that are designed to meet users' needs, in keeping with the Service Standard.
- 13.6. The Concessionaire will design, operate and maintain the website based on evidence of users' needs gathered through user research and usability testing.
- 13.7. The Concessionaire will ensure that the website has a responsive design so that it works across a wide range of end user devices, such as desktop computers, laptops, hybrids, tablets and mobile phones.
- 13.8. The Concessionaire will provide a range of services through the website, to include but not be limited to:
- a) a service where Notices can be submitted;
 - b) a password protected service for Advertisers where they can manage their Notices, tracking submitted Notices, access information about published Notices and request the withdrawal of a Notice;
 - c) archive of old notices and editions; and
 - d) search, providing a user-friendly search facility which the option to facet the results based on different aspects of Notices.

13.9. The Concessionaire will ensure that links to Notices on former Gazettes' website domains (pre 2012) are redirected, on a page or Notice level basis, to the website.

14. Dissemination - print

14.1. The Concessionaire will publish and print editions of The Gazette on the following basis:

14.1.1. The London Gazette in print on a daily basis;

14.1.2. The Belfast Gazette in print once a week; and

14.1.3. The Edinburgh Gazette in print two days in each week.

14.2. The Concessionaire will ensure that editions of The Gazette as set out in paragraph 14.1 of this Schedule 2 (Services Description) are available for download from The Gazette website.

14.3. The Concessionaire will publish a single daily edition of The Gazette, combining the different editions (London, Edinburgh, Belfast) once each day.

14.4. The Concessionaire will ensure that print production takes place each Working Day with a cut off time of Notices published on the website in the last twenty-four (24) hours up to 11:59 pm of the previous Working Day.

14.5. The Concessionaire will ensure that daily printed editions have completed all pre-press, print, finishing and dispatch operations, for collection by the postal services by 5:00 p.m. to enable next day delivery to customers.

14.6. The Concessionaire will send out replacement copies free of charge in the event of non-delivery.

14.7. The Concessionaire will produce, publish and print commemorative editions of The Gazette at its own discretion.

15. Legal Deposit

15.1. The Concessionaire will supply the following Legal Deposit Libraries with free print copies of the daily edition, London, Edinburgh and Belfast Gazettes any supplements, for as long as they require print and will deposit digital copies for those Legal Deposit Libraries who wish to have them:

15.1.1. British Library

15.1.2. National Library of Scotland

15.1.3. Bodleian Library

15.1.4. Cambridge University Library

15.1.5. Trinity College Dublin

15.1.6. National Library of Wales

15.2. The Concessionaire will also make available copies of the daily edition to Queens University in Belfast, at no charge.

16. Withdrawal of a Notice Pre-Publication

16.1. The Concessionaire will provide an online facility for Advertisers to withdraw a Notice prior to online publication.

16.2. The Concessionaire will aim to withdraw a Notice prior to print publication, subject to the request coming from a verified and authenticated advertiser prior to 11:00 a.m. on the day of publication.

17. Withdrawal of a Notice Post-Publication

17.1. The Concessionaire will provide a facility to withdraw Notices from the website post-publication upon receipt of instructions from the Grantor or where there is a credible claim that the continuing presence of a Notice endangers an individual's personal safety or a request is received from the police, security services or other authorised source

17.2. The Concessionaire will follow the process below when withdrawing a published Notice and will keep the Grantor informed:

17.2.1. Verify the status and authority of the person making the request for the Notice to be withdrawn; and

17.2.2. verify the reasons for withdrawing the Notice and check against agreed policy; and either

17.2.3. modify the Notice, for example to redact a particular element such as a person's address; or

17.2.4. withdraw the Notice as a whole. This process will remove the Notice and associated data from the public domain; and

17.2.5. clear all relevant cached copies of the Notice, and where appropriate tools have been provided from any cached copies held by major search engines such as 'Google' and 'Bing'; and

17.2.6. verify the Notice has been modified correctly or fully withdrawn, checking the external URI; and

17.2.7. inform the advertiser that the Notice has been modified or withdrawn; and

17.2.8. twenty-four hours after clearing all cached copies (including search engine caches) conduct a site specific search for the Notice in question using 'Google', to ensure the Notice has been successfully removed.

18. Demise of the Crown

- 18.1. In the event of the death of the Sovereign, the Heir Presumptive, the Heir Apparent or the Duke of Edinburgh, the Concessionaire will produce a special 'London Gazette Extraordinary', a special 'Edinburgh Gazette Supplement' and a special 'Belfast Gazette Supplement' announcing the death in print and on The Gazette website at the earliest possible time following delivery of copy from the responsible authority.
- 18.2. The Concessionaire will ensure that publication is on the day of demise at a time to be agreed with the relevant authorities.
- 18.3. The Concessionaire will have in place procedures to arrange printing and publishing in the event of this not being a Working Day. Online publishing can precede print publishing.
- 18.4. The Concessionaire will document the policies, procedures, timeframes and key contacts related to the Demise of the Crown and will ensure that the documentation is updated during the Term as required.
- 18.5. The Grantor will maintain regular stakeholder engagement with the responsible authority for Demise of the Crown requirements and report on stakeholder engagement to the Delivery and Strategy Boards.
- 18.6. The Concessionaire will report on any changes to the policies, procedures and key contacts to the Delivery Board, for the Grantor's comment and approval.
- 18.7. The Concessionaire will publish any related notices or editions related to the Demise of the Crown as are required, for example relating to the Accession, and according to the processes and requirements of the responsible authority.

19. Customer Support

- 19.1. The Concessionaire will provide and operate customer services that Advertisers can contact for support and advice with placing a Notice during Business Hours.
- 19.2. Customer service will be provided via email, telephone, letter or webchat, as required, including providing support to Advertisers and Users who have accessibility requirements.

- 19.3. The Concessionaire will ensure that the customer service centre adheres to the standards of Good Industry Practice, such as attaining an appropriate accreditation standard.
- 19.4. The Concessionaire will ensure that the customer service centre agents, who will handle Gazette enquiries, are trained in the services and are able to handle enquiries about any aspects of the service, including the various Notice types, the process of submitting a Notice for publication, the required form and content of a Notice, searching for a Notice online, obtaining a record copy of a Notice, invoicing and payment details, how to manage Freedom of Information, Subject Access and Notice redaction enquiries, the application of court orders, including understanding when to escalate and who to.
- 19.5. The Concessionaire will ensure that the customer service centre agents, who will handle Gazette enquiries are given training and support as part of their on-going performance management.
- 19.6. The requirements set out in Paragraphs 19.4 and 19.5 will include the Concessionaire providing written operational procedures for staff that will include, but not be limited to:
- a) manual Advertiser validation checks required by Notice type and Advertiser type;
 - b) manual content checks required before a Notice is submitted for publication or typesetting;
 - c) any requirements for documentation such as court orders, grants of probate, as are required for each Notice type, before a Notice can be accepted for publication;
 - d) requirements to ensure that the receipt of court orders are recorded along with date of compliance.
 - e) guidance on key statutory Notice types – including their legal effect (why they are published), and where publication is time sensitive;
 - f) the processes and policies for withdrawing a Notice pre and post publication; and
 - g) how to handle complaints, including escalation procedures, standard answers and key policies for example around handling personal data, and handling data protection or freedom of information enquiries, including

understanding who the Data Subject, Data Processor and Data Controller are.

- 19.7. The Concessionaire will handle payments, by account, cheque and BACS.
- 19.8. The Concessionaire will take and process credit and debit card payments through the customer service centre, in a way that meets the relevant industry standards.
- 19.9. The Concessionaire will have an escalation process in place for enquiries that challenge the validity of any Notice published, initially internally and ultimately to the Grantor. When the validity of a Notice is challenged, the Concessionaire will ensure that the issue is recorded alongside the response given.
- 19.10. The current Concessionaire will provide online support through a web-chat facility on the website for Advertisers to interact directly with contact centre agents to access an experienced advisor in real-time.
- 19.11. The Concessionaire will set response targets for dealing with customer enquiries.
- 19.12. During Business Hours the Concessionaire will respond to all emails within one working day and 95% of web chat requests and telephone calls within thirty (30) seconds.
- 19.13. The Concessionaire will provide a technical services helpdesk during Business Hours to deal with issues identified by users of The Gazette API and will provide this support is via email.

20. Customer Complaints Charter

- 20.1. The Concessionaire will provide a Customer Complaints Charter that covers all users of the Services, which sets out the process the Concessionaire will follow when handling complaints. This will include a definition of the complaint, a process for managing and recording complaints and a process for escalation if the user believes that the complaint has not been dealt with fairly.
- 20.2. The Concessionaire will publish the Customer Complaints Charter on The Gazette website and ensure it is appropriately available, so Advertisers and other users can easily obtain access to it.

21. Maintaining and optimising revenue generated from the Services

- 21.1. The Concessionaire is responsible for maintaining and optimising revenue generated from the Services, in line with The Gazette Proposition as set out in Annex A of this Schedule, and to ensure the long-term sustainability of the Services.
- 21.2. The Concessionaire will do this by managing The Gazette business, which includes, but is not limited to:

- 21.2.1. Developing and improving products and services for customers who are intermediaries – advertising agencies and solicitors, for example – who place Notices on behalf of Notice Placers.
 - 21.2.2. Developing and improving products and services for customers who are Notice Placers i.e. who place Notices directly in The Gazette.
 - 21.2.3. Developing and improving products and services for Data customers.
 - 21.2.4. Developing and improving added value products and services related to Notice placing, to include but not be limited to offering newspaper advertising alongside the placing of a Notice in The Gazette; offering a PO Box Forwarding service; and offering a research service.
 - 21.2.5. Selling printed copies of The Gazette, Gazette subscriptions, and Commemorative editions of The Gazette.
 - 21.2.6. Monitoring new Notice placing requirements as set out in Schedule 4 (Requirements to Advertise) and creating new Notice types, products and services in response to new requirements.
 - 21.2.7. Creating and selling new, non-mandated Notices that fit with The Gazette Proposition.
 - 21.2.8. Managing stakeholder engagement with public sector who are responsible for mandating Notice placing.
 - 21.2.9. Managing stakeholder engagement with Notice Placers who place Notices with a high reputational value, for example State Notices.
 - 21.2.10. All marketing, PR, brand management and sales activities required to raise awareness of The Gazette, and to sell products and services.
- 21.3. When developing and improving products and services, the Concessionaire will evidence to the Grantor compliance with the Service Manual, which can be found at: <https://www.gov.uk/service-manual> and evidence how proposed products and services meet the Service Standard which can be found at: <https://www.gov.uk/service-manual/service-standard>.
- 21.4. When proposing new or improved products and services, the Concessionaire will share with the Grantor the user research, user testing and any other evidence that underpins the proposal.

- 21.5. The Concessionaire will produce and maintain a business risk register throughout the Term and ensure the Grantor is aware of new or changing risks and proposed mitigating actions.
- 21.6. The Concessionaire will act as brand guardian for The Gazette brand during the Term which will include:
- a) The Concessionaire taking such steps as are necessary to ensure that they are aware of brand infringements or brand reputational issues;
 - b) The Concessionaire informing the Grantor immediately of any brand infringements or brand reputational issues; and
 - c) The Concessionaire proactively identifying where brand development is required to improve and develop The Gazette business.
- 21.7. The Concessionaire will monitor and review product lifecycles during the Term and report to the Grantor any products or services that it intends to retire.
- 21.8. The Concessionaire will ensure it has available sufficient skilled and experienced Staff to operate, develop and improve The Gazette business.
- 21.9. The Concessionaire recognises and accepts that all new business and business improvements developed during the Term will form part of the Services.

22. The Gazette Annual Business Plan

- 22.1. In November of each contract year during the Term, the Concessionaire will prepare a Business Plan for the operation, improvement and development of The Gazette business for the following year.
- 22.2. The Business Plan will include, but not be limited to, the following:
- 22.2.1. Executive summary:
 - a) Revenue projections and targets for The Gazette business over the next year.
 - b) Any new product development activities planned, with an analysis of the addressable market and projected revenues.
 - 22.2.2. Context and background:
 - a) An analysis of Notice volumes and trends.
 - b) An analysis of revenue return and trends, from Notice placing, data sales and add on services offered alongside Notice placing.

- c) A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis that focuses on maintaining and optimising revenue generated from the Services.
- d) Pulling out key business risks from The Gazette risk register, with proposed mitigating actions, including risks to Notice placement volumes.
- e) An analysis of the impact of any legislative and policy changes on The Gazette business during the year or which are up and coming.

22.2.3. Business plan and financial targets:

- a) A detailed breakdown of revenue forecasts from Notice placing, data sales and add on services offered alongside Notice placing.
- b) A detailed breakdown of Notice volume forecasts.
- c) New Notice types that will be created, whether mandated or optional, and projected revenue returns.
- d) New products and services that will be created, to include:
 - (i) How the new product or service meets the Service Standard as set out in paragraphs 21.3 and 21.4 of this Schedule.
 - (ii) Pricing proposals.
 - (iii) Projected market share and revenue returns.
 - (iv) Planned promotion or sales activity.
 - (v) Key milestones for delivery and launch.
- e) Business plan targets for the year, which will be monitored and measured as set out in Schedule 7 (Performance Management and Service Levels).

22.3. If the Annual Business Plan is not approved by the Grantor, the Grantor will notify the Concessionaire of any reasonable changes or provisions that must be made to the Annual Business Plan, or of any additional evidence or information required, to achieve approval. The Grantor will not unreasonably withhold approval.

ANNEX A: THE GAZETTE PROPOSITION

1. The Gazette Proposition is that:

- 1.1. Organisations and people can put information permanently on the public record and in the public domain.
- 1.2. The information is definitive, from authorised sources, held by a trusted provider who is transparent about how it is handled, so it can be used as evidence to support legal processes.
- 1.3. The information is freely available from The National Archives, presented in many other different contexts and places, in different formats, and can be used by others for different purposes.
- 1.4. The information is enriched so that it can be interrogated, re-purposed and exploited in a wide variety of different ways.
- 1.5. The service provides good value for Advertisers and a return to Government

ANNEX B: DESCRIPTION OF THE GAZETTE PLATFORM

1. Introduction

1.1. This Annex A of Schedule 2 sets out the main components of the Concessionaire's current technology solution to deliver The Gazette Platform, the role of each component, what it does, how it works and how the technology solution ensures resilience, availability of the service and security of the data.

1.2. The Gazette Platform is a Java Spring MVC based web application that uses XSLT as the view technology.

1.3. The Platform consists of:

- a) storage services;
- b) A public RESTful API which provides:
 - (i) submission processing services.
 - (ii) publishing services.

1.4. The Gazette Platform currently uses the following software components:

- a) TortoiseGit;
- b) Java;
- c) JavaMail;
- d) Puelia;
- e) Flint;
- f) AngularJS Framework;
- g) Jenkins;
- h) Java Spring MVC;
- i) GATE;
- j) MarkLogic;
- k) AWS RDS (MySQL);
- l) Apache Jena;
- m) OWL;
- n) PROV-O;
- o) Ant;

- p) OAuth;
- q) Tomcat;
- r) Active MQ;
- s) Eclipse IDE / IntelliJ; and
- t) Apache Http server.

1.5. The Gazette Platform has been developed using continuous integration and automated testing. Unit testing is conducted by JUnit and TestNG runners and integration testing is supported through Maven Integration. There is also automated acceptance testing using Selenium Grid as well as the Cucumber Framework, with features written in the Gherkin syntax.

1.6. Deployment to the cloud is managed using Jenkins and CodeDeploy.

1.7. The Gazette Platform enables third party applications to integrate with the services through an API, both for submission of new Notices and for the retrieval of Gazette data in different formats (including HTML5 and PDF for the documents, and RDF, XML and JSON for structured data).

1.8. The Gazette storage service consists of six stores:

- a) a store for published XML documents.
- b) a store for unpublished XML documents.
- c) a store for PDF documents and other binary file formats.
- d) a store for published RDF data.
- e) a store for unpublished RDF data.
- f) a store for user details.

- 1.9. The storage service for documents uses the MarkLogic database software. There are three MarkLogic databases for documents, a published XML store, an unpublished XML store and a PDF document store. The Platform depends on all three stores being operational. The stores enable the provision of search facilities of all the documents held in the Platform. They support XQuery queries over collections of Notices in the store. The store for unpublished XML documents is used to support the API for submission as well as storing unpublished Notices.
- 1.10. There are two RDF stores, published and unpublished, which are hosted on a Triplestore cluster, currently Virtuoso. These support all SPARQL 1.0 queries and many, but not all, SPARQL 1.1 features.
- 1.11. In addition to the MarkLogic and Virtuoso databases there is a MySQL database which is used for managing users and roles.
- 1.12. The Platform manages Notices as unstructured textual context and the essential facts of key Notices types as structured data.
- 1.13. The Platform extracts structured data from HTML5+RDFa marked up Notices and publishes it to the RDF Store. The Platform has been designed to synchronise the publishing of a Notice so the document content, any associated images and the structured RDF data that together constitute the Notice, are transferred from the two unpublished stores to the two published stores as part of a single publishing transaction.
- 1.14. In case the publishing of either the document or the data for a Notice fails to complete successfully, the whole publishing transaction is deemed to have failed and any changes to the published stores are rolled back, reverting the Notice fully to an unpublished state.
- 1.15. The Platform includes a publicly available SPARQL Endpoint for the published RDF Store so users can query the published RDF data. There is a Flint SPARQL Editor as well as example SPARQL queries for the SPARQL Endpoint, for the published RDF Store.
- 1.16. Availability is managed by throttling on the publicly available SPARQL Endpoint to reduce system resources utilised by individual queries or termination of long running queries to ensure other users are not adversely affected.
- 1.17. SPARQL endpoints are available for query at:
- a) <https://www.thegazette.co.uk/sparql> (for post 1997 data);

- b) <https://www.thegazette.co.uk/longitudinal-dataset/sparql> (for pre 1997 data);

- 1.18. The Flint editor is available at: <https://www.thegazette.co.uk/flint>.
- 1.19. Data dumps in the RDF format, for users to download and work with offline are available at: <ftp://ftp.thegazette.co.uk> and are maintained and updated by the Concessionaire as required by the Grantor.
- 1.20. Where authenticated access to The Gazette Platform is required, The Gazette Platform uses an implementation of Spring Security and the OAuth 2.0 authorisation framework.
- 1.21. The Gazette Platform uses digital signatures for Notices that is based on the W3C XML signature open standard.
- 1.22. The Concessionaire will ensure that the resource description framework (RDF) data representation of the Notice and provenance trail is signed using an RDF signature and that all signatures are generated using an X509 certificate.
- 1.23. The Concessionaire will use digital signatures for all Notices to:
 - a) prove the provenance graph matches the published artefact; and
 - b) prove the identity of the agent making the provenance claim
- 1.24. All HTML5+RDFa versions of a Notice are digitally signed with a digital XML Signature.
- 1.25. The RDF provenance information is digitally signed.
- 1.26. The RDF representation of each Notice held in the RDF Store is digitally signed.
- 1.27. Digital Signatures for a Notice are identified using the following URI templates:
 - a) for the digital XML Signature:
`/notice/{notice_number}/data_xml/sig.xml`
 - b) for the digital RDF Signature:
`/notice/{notice_number}/data_rdf/sig.trig`
- 1.28. The Digital Signature of the provenance information for a Notice is identified using the following URI template:
`/notice/{notice_number}/data_xml/provenance/data_rdf/sig.trig`

1.29. There is a service where users can upload a digitally signed Gazette document and verify its authenticity.

1.30. Users can:

- a) download the signed document HTML signature for HTML document from the Notice page, and save it to their computer;
- b) download the signed RDF document from the Notice page and save it to their computer;
- c) download the signed provenance RDF from the Notice page, and save it to their computer.

1.31. The digital signature is verified in the following sequence:

- a) establish trust in the public key;
- b) authenticate the signature;
- c) validate the reference content.

ANNEX C: DESCRIPTION OF THE STANDARDS CURRENTLY USED FOR THE GAZETTE SERVICES

1. Introduction

1.1. This Annex B of Schedule 2 sets out the standards currently used by the Concessionaire to maintain and operate The Gazette Platform:

- a) WCAG 2.0 from W3C - guidelines for accessibility of online services. Web page templates adhere to WCAG 2.0 and new content is captured so that web pages adhere to WCAG 2.0 to ensure accessibility of The Gazette Website.
- b) CSS from W3C - layout and styling of content.
- c) HTML5 from W3C – used as the markup language for Gazette data. The Gazette Platform uses:
 - (i) HTML5 (in a variety that is also conformant as XML), in conjunction with RDFa as the markup language for all Notices and other documents submitted for publication;
 - (ii) HTML5 in conjunction with RDFa as the storage format for Notices; and
 - (iii) HTML5 as the default interchange format for submission and dissemination of The Gazette data through the API.
- d) RDF from W3C – used as a general-purpose language for representing Gazette data on the web. The Gazette Platform uses the RDF data model for describing the essential details of a Notice or the event the Notice describes, for Notices submitted for publication; and uses RDF for metadata about Notices including the provenance information about each Notice submitted for publication.
- e) RDFa from W3C - used in conjunction with HTML5 as the markup language and storage format for all Notices and other documents submitted for publication. RDFa is used for representing the essential facts a Notice contains (the semantic meaning of the Notice such as the details of the event or occurrence the Notice describes) as data. RDFa is based on the RDF data model. Ontologies for a Gazette Notice and each of the major Notice types are currently maintained.

- f) RDFS from W3C – used to model Gazette data. RDFS is used in conjunction with OWL-DL for its data models for Gazette Notices, exploiting the facility in RDFS to create sub-classes and sub-properties of more widely deployed and used schema and Ontology, to enable wider interoperability of Gazette data.
- g) OWL-DL from W3C – used for the ontology for Gazette data. The data models for specific Notice types are maintained using OWL-DL and some third party OWL Ontology (such as PROV-O) is used for modelling The Gazette data.
- h) RDF/XML from W3C – this is used to serialise The Gazette data as RDF.
- i) Turtle from W3C – this is used as an alternative to RDF/XML to serialise The Gazette data as RDF.
- j) JSON-LD – this is used as an alternative to RDF/XML to serialise The Gazette data as RDF and JSON.
- k) SPARQL from W3C – this is used to enable querying of The Gazette data held in RDF from the SPARQL Endpoint.
- l) XQuery from W3C – this is used as the query language for retrieving The Gazette data typically HTML5 documents or parts of documents from the XML database.
- m) XSLT from W3C – this is used for framing the application logic in The Gazette Platform.
- n) XML Signature from W3C – this is used to sign The Gazette Notices to ensure the integrity (the property that data has not been changed, destroyed, or lost in an unauthorized or accidental manner) of The Gazette data.
- o) PROV-O from W3C – this is used for representing the signed machine readable audit trail for Gazette Notices.
- p) HTTPS – this is used to secure data in transit for all interactions with The Gazette Platform, through the website or the API.
- q) Uniform Resource Identifier (“URI”) from IETF – this is used to identify Notices plus, where relevant all other entities, agents, processes and routines. The Gazette Platform’s URI sets are specified using the URI template language.

- r) ATOM from IETF – this is used to serialise lists of search results and other data feeds from The Gazette Platform.
- s) JSON – this is used to serialise data using the Linked Data API so the data returned is available in the JSON object model format (as well as in the RDF model using JSON-LD).

Schedule 3

Implementation period

1. Definitions

1.1. In this Schedule, the following definitions will apply:

"Implementation Period"	Means 1 January 2025 to 1 July 2025
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2. Introduction

2.1. The purpose of this Schedule 3 is to set out the requirements for action required during the Implementation Period.

2.2. Table 1 below sets out the business as usual requirements for delivery during the Implementation Period as set out in the contract Schedules:

Schedule	Requirement	Deadline for delivery
Schedule 2 (Services Description)	List of all technical documentation with review dates	By the end of the Implementation Period
	Descriptions of The Gazette Platform and the open standards used	By the end of the first month of the Implementation Period
	Annual Business Plan	By the end of the first month of the Implementation Period
	Annual Maintenance Plan	By the end of the first month of the Implementation Period

Schedule 5 (Security Management)	Up to date risk register for the Services	By the end of the first month of the Implementation Period
	The Concessionaire's Security Management Plan for The Gazette, including the name of the person responsible for information assurance	20 (twenty) Working Days from the Contract Start Date
	Security certification compliance confirmation	Within 1 (one) month of the Contract Start date
	IT Health Check Report	Contract Start Date
Schedule 6 Business Continuity and Disaster Recovery	The Concessionaire's BCDR plan for The Gazette	By the end of the Implementation Period

3. Targets, Sub Targets and Measures

3.1. Schedule 3 Annex 1 Table 1 lists the Targets and Sub Targets that are required to be delivered during the Term, with measures and milestones.

3.2. This table lists the actions that will be carried out by the Concessionaire during the Implementation Period as follows:

Target or Sub Target	Action required	Deadlines
M1 A Deliver a website that is accessible, conforming to WCAG 2.1 as the law requires	Accessibility audit carried out and the accessibility report received by the Grantor with all High, Medium and Low issues agreed	Within one month of the Contract Start Date
M1 B Deliver a website that is fully responsive	Mobile responsive issues agreed with the Grantor and ranked 5 (High), 3 (Medium) or 1 (Low)	Within the first 3 (three) months of the Contract Start Date

M1.1 C All public sector and state notice placers have digital submission routes provided by the Concessionaire that they are able to use and that meet their notice placing requirements	The Concessionaire documents public sector and state notice placers and submission methods used	Within 1 (one) month of the Contract Start Date
	The Concessionaire contacts key public sector (and State) notice placers to assess satisfaction with existing digital submission routes and to capture any issues/challenges. Urgent needs are identified and addressed.	Within 3 (three) months of the Contract Start Date
	An action plan is produced for the Grantor's approval, that sets out new submission routes/development/engagement required with target delivery dates	By the end of the Implementation Period
M1.1 D Online notice placement is easy and meet user needs	Baseline user satisfaction levels established for key online submission routes	Within 3 (three) months of the Contract Start Date
	User testing on submission 'pain points' completed for key online submission routes	Within the Implementation Period.
	Discovery on point of use feedback mechanisms completed	By the end of the Implementation Period
	Agreement on interim user satisfaction level measures and timelines until the point of use feedback mechanism implemented (e.g. online	Within 1 (one) month of the Contract Start Date

	surveys, responses to customer services etc agreed	
	Roadmap for required improvements/new submission methods presented to the Grantor Urgent action or quick wins are identified and delivered to sooner, to timelines agreed with the Grantor	By the end of the Implementation Period
M1.2 Make Gazette content and data easier to discover, search and navigate	Baselines established for website visitors, paid campaign visitors, site domain authority metrics, inbound links, new account registration visitors and conversion rates metrics provided and baselines agreed	Within 1 (one) month of the Contract Start Date
	SEO strategy approved by the Grantor and rankings based on SEO strategy presented to the Strategy Board	From the end of the Implementation Period
M1.2 F Users can easily download daily and weekly editions of the London, Edinburgh and Belfast Gazettes	Baseline download levels established then tracked monthly	Within the first month of the Contract Start Date
	Roadmap for improving signposting and visibility of the daily and weekly editions approved by the Grantor	By the end of the Implementation Period
M1.2 G Deliver a website that is easy to navigate	Initial user research completed and findings presented to the Grantor	Within 3 (three) months of the Contract Start Date
	Baseline user satisfaction with navigation established User testing milestones to be agreed	Within 3 (three) months of the Contract Start Date

	(after each stage of development, or every six months)	
	All High and Medium issues with navigation planned into the Roadmap and delivered by the end of Year 1 of the contract term	By the end of the Implementation Period
M1.2 H Make the website easier to search	Initial user research completed and findings presented to the Grantor	Within the three months of the Contract Start Date
	Baseline user satisfaction with search established and user testing milestones to be agreed	Within the first month of the Contract Start Date
	All High and Medium issues with search planned into the Roadmap and delivered by the end of Year 1 of the contract term	By the end of the Implementation Period
M2.1 By the end of the Contract Term, The Gazette Technical Platform is an exemplar for other digital platforms and deploys technologies that will ensure it can be used for another five years and beyond	Technical review of The Gazette Platform carried out and report with recommendations and timeframes submitted to the Grantor for review and approval	By the end of the Implementation Period
	Recommendations ranked and delivery priorities agreed with the Grantor	By the end of the Implementation Period
	Methodologies for sourcing, evaluating and technical decision making submitted to the Grantor and approved	By the end of the Implementation Period

M2.2 Statutory requirements to place notices in The Gazette have been maintained or expanded, and more people are choosing to place a notice in The Gazette even if there is no statutory requirement to do so	Statutory obligations reviewed by the Concessionaire	By the end of the Implementation Period
	Baseline metrics for non mandated notice placing and notice types documented and provided to the Grantor with monthly tracking	Within the first month of the Contract Start Date
M2.2I High reputation/high profile notice by type and by volume have been maintained or expanded and key stakeholders are satisfied with The Gazette service they receive	Key stakeholders and notice types to monitor and report on agreed with the Grantor- to include, but not be limited to, the Insolvency Service, Companies House, HMCTS, Central Chancery, deceased estates	Within the first month of the Contract Start Date
	Monthly reporting to Delivery Board, and quarterly evaluation by Strategy Board	From the Contract Start Date
M2.3 More people are using The Gazette archive of notices and data	Baseline metrics of archive usage and trends agreed with the Grantor	Within 1 (one) month of the Contract Start Date
M2.3 J The Gazette archive is complete and freely and easily available on the website – there are no known missing editions and all content is available and presented online	Baseline of number of known missing editions agreed with the Grantor	Within 3 (three) months of the Contract Start Date
	Baseline of content that has to be requested by the user (i.e. it is not available to view online) established	Within 3 (three) months of the Contract Start Date

	Targets for improvement presented to the Grantor and approved then reported monthly	Within 3 (three) months of the Contract Start Date
M2.3 K Gazette images and older notices are fully searchable and usable to researchers and historians	Images and older notices are not searchable established	By the end of the Implementation Period
	Baseline of what images and older notices are searchable and what images and older notices are not searchable established	By the end of the Implementation Period
	Targets for increasing the number of images and older notices that are searchable presented to and approved by the Grantor	By the end of the Implementation Period
	Targets for increasing the number of images and older notices that are searchable presented to and approved by the Grantor	By the end of the Implementation Period
M2.3 L The Gazette content is more widely cited	Baseline of citation numbers established with targets for improvement agreed with the Grantor.	By the end of the Implementation Period
M3.1 The enrichment of The Gazette data is improved in line with identified user needs	Quarterly reporting of knowledge building from the contract start date.	From the Contract Start Date
	Data reuser personas developed and submitted to the Grantor	By the end of the Implementation Period
M3.1 M Improve the quality (completeness,	Business rules documented and presented to The Grantor	Within 3 (three) months of the Contract Start Date

uniqueness, consistency, relevance, timeliness, validity and accuracy) of The Gazette data and metadata	Baseline for validation errors established	Within 3 (three) months of the Contract Start Date
	Priorities for reduction in validation errors and targets for reductions agreed with the Grantor	Within 3 (three) months of the Contract Start Date
	Data customer satisfaction surveys annually from the contract start date.	From the Contract Start Date
	Proposals for extraction of semantic data extracted from OCRd documents presented to the Grantor to include measurable targets for increase.	By the end of the Year 1 of the contract Term.
	Baseline of the number of API calls from real users provided, with targets for increasing take up agreed with the Grantor	By the end of the Implementation Period
M3.2 The Gazette data is more widely used	Baseline metrics for the number of external platforms and services integrating Gazette data provided with targets for increasing take up agreed with the Grantor	By the end of the Implementation Period
M3.2 N Sales of data products increase and diversifies	Baseline for data sales established in the first month of the contract term.	Within the first month of the Contract Start Date
M4.1 O Provenance audit trails for notices are 100%	Audit trails for notices are audited and issues with completeness, accuracy and	By the end of the Implementation Period

complete, accurate and consistent.	consistency are quantified and targets agreed with the Grantor.	
	Metrics for measuring the completeness, accuracy and consistency of the audit trails are agreed with the Grantor	By the end of the Implementation Period

Schedule 3 Annex 1 Targets, Sub Targets and Measures

1. Strategic Targets

1.1. The Concessionaire will deliver 5 (five) key strategic targets over the Term as follows:

1. Deliver a modern digital service, passing a service assessment each year

1.1. Make it easier to place notices digitally.

1.2. Make Gazette content and data easier to discover, search and navigate

2. Provide good stewardship of The Gazette, leaving The Gazette stronger in five years

2.1. By the end of the contract term, The Gazette technical Platform is an exemplar for other digital platforms, and deploys technologies that will ensure it can be used for another five years.

2.2. Statutory requirements to place notices in The Gazette have been maintained, and more people are choosing to place a notice in The Gazette even if there is no statutory requirement to do so.

2.3. More people are using The Gazette archive of notices and data.

3. Transform The Gazette data service by improving the quality of the data and widening its re-use

3.1. The quality of data is improved in line with identified user needs.

3.2. The Gazette data is more widely used.

4. Transform The Gazette as a source of trusted evidence that can be used in a court of law, passing a C2PA compliance audit by the end of year 2 of the contract

4.1. Provenance is better managed in line with C2PA technical specifications and guidance.

4.2. Provenance information is more effectively presented online and to data re-users.

5. Seize the opportunities for The Gazette in the age of Artificial Intelligence

5.1. Create an AI strategy for The Gazette.

5.2. Implement the strategy to support the delivery of priority targets.

1.2. Table 1 below lists measures and milestones and/or trajectory for the Strategic Targets and Sub Targets:

No	TARGET	HORIZON	MEASUREMENT	HOW MEASURED	MILESTONE DATES/ TRAJECTORY
M1	Deliver a modern digital service, passing a service assessment each year	2	Pass an external service assessment	Service Assessments	A whole-service Service Assessment in the 1st 6 months of the contract. A Service Assessment every 9 months thereafter or to coincide with a major development
M1 A	Deliver a website that is accessible, conforming to WCAG 2.1 as the law requires	1	Accessibility audit issues resolved to the satisfaction of the Grantor and to the milestone dates set out. Accessibility issues arising from new developments resolved to the satisfaction of the Grantor and to the milestone dates set out.	Accessibility issues from independent accessibility audits are ranked as High (5), Medium (3) and Low (1) and exemptions are agreed by the Grantor e.g. where there is a disproportionate burden. Delivery is measured against a reduction in issues. Accessibility is an integral part of testing, and any accessibility issues resulting from new development or maintenance are reported to the Grantor, ranked as High, Medium, or Low. Delivery is measured against a reduction in issues.	An independent accessibility audit carried out, and report received, within 1 month of the contract start date, and annually thereafter. All High accessibility issues fixed within 3 months of the independent accessibility audit/testing date. All Medium accessibility issues fixed within 6 months of the independent accessibility audit/testing date. All Low accessibility issues fixed within 1 year of the independent

					accessibility audit/testing date.
M1 B	Deliver a website that is fully responsive	1	Mobile responsiveness issues resolved to the satisfaction of the Grantor and to the milestone dates set out. Mobile responsiveness issues arising from new developments resolved to the satisfaction of the Grantor and to the milestone dates set out.	Mobile responsiveness issues from the TNA audit are ranked as High (5), Medium (3) and Low (1). Delivery is measured against a reduction in issues. The impact on mobile responsiveness is an integral part of testing, and any mobile responsiveness issues resulting from new development or maintenance are reported to the Grantor, ranked as High, Medium, or Low. Delivery is measured against a reduction in issues.	TNA audits the mobile responsiveness of The Gazette website within the first 3 months of the contract term (and as required thereafter as part of the Service Assessment). All High and Medium issues fixed within one year (12 months) of the audit/testing date. Urgent or quick win actions completed sooner, to be agreed with the Grantor. All Low issues fixed within 18 months of the audit/testing date.
M1.1	Make it easier to place notices digitally.	2	All notice placers are able to submit notices digitally and in a way that meets their needs	Percentage of notices submitted electronically by submitter and notice type Adoption rate of improved and/or new electronic submission routes Qualitative user surveys for key submitters and notice types on satisfaction with	Sustained and ongoing increase in percentage of notices submitted electronically and decrease in non electronic submission, especially for public sector and state notice placers Sustained and ongoing increase in adoption of improved or new submission routes

				ease of digital notice placement - at point of use, face to face, surveys	Sustained and ongoing increase in user satisfaction levels
M1.1 C	All public sector and state notice placers have digital submission routes provided by the Concessionaire that they are able to use and that meet their notice placing requirements	1	The Concessionaire evidences that all public notice sector users are satisfied with the digital submission routes available to them. Where existing digital submission routes are not usable by key public sector notice placers, the Concessionaire has improved existing submission routes or created new digital submission routes that are usable. New or improved submission routes pass Service Assessments.	Service Assessments on new or improved submission routes. Qualitative user surveys/face to face meetings reported to the Grantor. Assessment of delivery against the timed targets in the action plan. Sustained and ongoing increase in digital submission and decrease in non electronic submission by public sector and state notice placers.	The Concessionaire documents public sector and state notices placers and submission methods used within 1 month of the contract start date. The Concessionaire contacts key public sector (and State) notice placers within 3 months of the contract start date to assess satisfaction with existing digital submission routes and to capture any issues/challenges. Urgent needs are identified and addressed. An action plan is produced for the Grantor's approval, that sets out new submission routes/development/engagement required with target delivery dates within 6 months of the contract start date.

M1.1 D	Online notice placement is easy and meets user needs	2	The Concessionaire evidences user testing results, sets out clear actions arising from user testing, and demonstrates sustained and ongoing progress against those actions. Issues raised from user testing resolved to the satisfaction of the Grantor. The Concessionaire evidences sustained and ongoing increase in online notice placers' satisfaction with the submission routes available to them. Where existing submission routes are found not to be easy to use or meeting user needs, the Concessionaire has improved existing submission routes or created new ones. New and improved submission routes pass Service Assessments.	Service Assessments on new or improved submission routes. Feedback from persona based professional user testing. Satisfaction levels measured at the point of use, and through other surveys to be agreed, and from feedback to customer services/responses to questionnaires sent.	Baseline user satisfaction levels established within 3 months of the contract start date for key online submission routes. User testing on submission 'pain points' completed within the Implementation Period for key online submission routes. Discovery on point of use feedback mechanisms completed by the end of the Implementation Period. Agreement on interim user satisfaction level measures and timelines until the point of use feedback mechanism implemented (e.g. online surveys, responses to customer services etc agreed within 1 month of the contract start date. User feedback collated quarterly. Roadmap for required improvements/new submission methods presented to the Grantor in the first 6 months of the contract term. Service
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					Assessments at Discovery, Alpha, Beta, Live. Urgent action or quick wins are identified and delivered to sooner, to timelines agreed with the Grantor.
M1.2	Make Gazette content and data easier to discover, search and navigate	1	More people are coming to the website and using free data services, from more places	Measurement of where people are coming from and inbound links, measurement of web traffic overall and to specific pages, SEO measured	Quarterly targets evaluated at Strategy Board meetings.
M1.2 E	More people are using the website	1	The Concessionaire evidences sustained and ongoing growth in the number of visitors arriving from unpaid search engines. The Concessionaire evidences sustained and ongoing growth in the volume of visitors driven by paid campaigns e.g. Google ads, from a balanced mix of traffic sources. The Concessionaire evidences increasing domain authority as more backlinks are acquired.	Tracking the number of visitors arriving from unpaid search engines. Tracking the volume of visitors driven by paid campaigns e.g. Google Ads, from a balanced mix of traffic sources. Tracking the site's domain authority using Moz metrics. Tracking the ranking positions of The Gazette's top 50 key words. Monitoring the website's visibility and position in	Within one month of the contract start date, baselines established for website visitors, paid campaign visitors, site domain authority metrics, inbound links, new account registration visitors and conversion rates. From contract start date - website visitors, paid campaign visitors, site domain authority using Moz, the number and quality of inbound links, new account registrations and conversion rates. From the end of the Implementation Period, SEO

			The top 50 target keywords consistently appear in the top three positions on Google. The Concessionaire evidences sustained and ongoing growth in the number and quality of inbound links from authoritative sites. The Concessionaire evidences sustained and ongoing growth in the number of new accounts registered. The Concessionaire evidences sustained and ongoing growth in the number of visitors to the new accounts creation pages and the conversion rate of visitors to new account registrations.	search engine results pages, focusing on featured snippets and high ranking positions. Measuring the number and quality of inbound links. Tracking the number of new account registrations. Measure the conversion rate of visitors to new account registrations, calculated as the percentage of total visitors who successfully create an account.	rankings based on SEO strategy presented to the Strategy Board.
M1.2 F	Users can easily download daily and weekly editions of the London, Edinburgh and Belfast Gazettes	1	Increase in the number of daily and weekly editions downloaded. Sustained and ongoing increase in visits to the Daily and Weekly editions pages.	Monthly tracking of the number of downloads of the daily and weekly editions.	Baseline download levels established within the first month of the new contract term. Roadmap for improving signposting and visibility of the daily and weekly editions in the Implementation Period.

					Downloads tracked and reported monthly.
M1.2 G	Deliver a website that is easy to navigate	1	Successfully passing a Service Assessment. Sustained and ongoing decrease in High and Medium issues to the satisfaction of the Grantor. Sustained and ongoing increase in satisfaction with navigation, for notice placers and non-notices placers.	User research identifies issues with navigation which are ranked as High (5), Medium (3) and Low (1). Delivery is measured against a reduction in issues. User satisfaction feedback, at the point of use, surveys, focus groups - methodology and timings to be agreed.	Initial user research completed and findings presented to the Grantor in the first three months of the contract term. Baseline user satisfaction with navigation established in the first three months of the contract start date. User testing milestones to be agreed (after each stage of development, or every six months). User testing at Discovery, Alpha, Beta and Live. All High and Medium issues with navigation planned into the Roadmap during the Implementation Period and delivered by the end of Year 1 of the contract term.
M1.2 H	Make the website easier to search	1	Successfully passing a Service Assessment. Sustained and ongoing	Focus on improving search results where the user knows that what they are looking for is in The Gazette.	Initial user research completed and findings presented to the Grantor in the first three months of the contract term.

			decrease in High and Medium issues to the satisfaction of the Grantor. Sustained and ongoing increase in satisfaction with search, for notice placers and non-notices placers.	User research identifies issues with search which are ranked as High (5), Medium (3) and Low (1). Delivery is measured against a reduction in issues. User satisfaction feedback, at the point of use, surveys, focus groups - methodology and timings to be agreed.	Baseline user satisfaction with search established in the first month of the contract start date. User testing milestones to be agreed (after each stage of development, or every six months). User testing at Discovery, Alpha, Beta and Live. All High and Medium issues with search planned into the Roadmap during the Implementation Period and delivered by the end of Year 1 of the contract term.
M2	Provide good stewardship of The Gazette, leaving the concession stronger in five years	2	Compliance with Technology Code of Practice and Service Manual Delivery of M1 targets Delivery against Technical Review recommendations Increase in statutory notice placement	Evidence provided to the Grantor for Strategy Board assessment	Quarterly evaluation by TNA against the quality of planning and implementation, capacity to make progress, likelihood of delivery

			Increase in non statutory notice placement		
M2.1	By the end of the contract term, The Gazette Technical Platform is an exemplar for other digital platforms, and deploys technologies that will ensure it can be used for another five years and beyond	2	Evidence of compliance with Technology Code of Practice and Service Manual Delivery of M1 targets Delivery against Technical Review recommendations to timelines agreed with the Grantor	The Concessionaire's Technical Architect to carry out a technical review of the current platform, identifying what is fit for purpose, where there is technical debt, what needs to be changed, what updated or revised Recommendations are ranked as High (5), Medium (3) and Low (1). Delivery is measured against a reduction in issues The Concessionaire to provide methodology for sourcing, evaluating and technical decision making in line with the Technology Code of Practice for the Grantor's assessment Evidence of compliance with the Technology Code of Practice and Service Manual	Technical review carried out in the Implementation Period and report with recommendations and timeframes submitted to the Grantor for review and approval Recommendations ranked during the implementation and delivery priorities agreed with the Grantor Ongoing and sustained reduction of issues reported at Delivery and Strategy Boards Methodologies for sourcing, evaluating and technical decision making submitted to the Grantor and approved in the Implementation Period Service Assessment for the whole service as set out in Milestone 1

M2.2	Statutory requirements to place notices in The Gazette have been maintained or expanded, and more people are choosing to place a notice in The Gazette even if there is no statutory requirement to do so	1	The statutory obligations to place notices have been maintained or increased 100% fulfilment of new statutory requirements to timelines agreed with the Grantor Sustained and ongoing increase in the volumes of non mandated notices placed New non mandated notice types created, and sustained and ongoing increase in the volumes of notices placed	Obligations to place notices are monitored via the legislation and changes presented to the Grantor Volumes of non mandated notices tracked, broken down by type and submission methods, with trends tracked and reported on Number of new non mandated notice codes monitored and reported, with volumes tracked	Statutory obligations reviewed by the Concessionaire every 6 months Baseline metrics for non mandated notice placing and notice types documented and provided to the Grantor in the first month of the contract term. Monthly tracking (reported to Delivery Board), quarterly evaluation (at the Strategy Board)
M2.2 I	High reputation/high profile notice by type and by volume have been maintained or expanded and key stakeholders are satisfied with The Gazette service they receive	1	Evidence of increasing stakeholder satisfaction with the service received. A qualitative evaluation of stakeholder engagement and documentation of the issues/challenges faced.	Qualitative evaluation of stakeholder engagement and reporting back of stakeholder engagement with issues/challenges and mitigating actions proposed by the Concessionaire. User feedback - from	Key stakeholders and notice types to monitor and report on agreed with the Grantor in the first month of the contract term - to include, but not be limited to, the Insolvency Service, Companies House, HMCTS, Central Chancery, deceased estates.

			Delivery of mitigating actions against timelines agreed with the Grantor and the stakeholder. Sustained and/or ongoing increase in notice placement volumes measured by type and by notice placer	meetings, over the phone/face to face to be agreed with the Grantor and the stakeholders. Notice volume metrics and trends.	Monthly reporting to Delivery Board, and quarterly evaluation by Strategy Board. From the contract start date.
M2.3	More people are using The Gazette archive of notices and data	1	Sustained and ongoing increase in access and use of archive of notices and data	Usage metrics and trends provided by the Concessionaire	Baseline metrics established in the first month of the contract term. Website metrics provided monthly and evaluated quarterly from the start of the contract term. Missing edition metrics provided from the start of the contract term. Number of searchable images reported from the start of the contract term.
M2.3 J	The Gazette archive is complete and freely and easily available on the website – there are no known missing editions and all	1	Sustained and ongoing reduction in the number of known missing editions.	Measured against delivery against the targets agreed in the Implementation Period.	Baseline of number of known missing editions agreed in the first 3 months of the contract term.

	content is available and presented online		Sustained and ongoing increase in what is available online (i.e. which does not require the user to contact the Concessionaire for example to see a copy of a missing edition).		Baseline of content that has to be requested by the user (i.e it is not available to view online) established in the first 3 months of the contract term. Targets for improvement presented to the Grantor and approved in the first 3 months of the contract term. Targets reported monthly and scored quarterly.
M2.3 K	Gazette images and older notices are fully searchable and usable to researchers and historians	1	Sustained and ongoing increase in the number of images and older notices that are fully searchable.	Measured against delivery against the targets agreed in the Implementation Period.	Baseline of what images and older notices are searchable and what images and older notices are not searchable established in the Implementation Period. Targets for increasing the number of images and older notices that are searchable presented to and approved by the Grantor in the Implementation Period. Measurement begins Q3 of the first year of the contract and is reported quarterly.

M2.3 L	The Gazette content is more widely cited	1	Sustained and ongoing increase in the number of citations of Gazette content and notices, and the prestige/reputational value of the citation.	Volume of citations measured and reported. Ad hoc reporting and assessment of the prestige/reputational value of the citations.	Baseline of citation numbers established in the Implementation Period with targets for improvement agreed with the Grantor. Measurement begins Q3 of the first year of the contract and is reported quarterly.
M3	Transform The Gazette data service by improving the quality of the data and widening its re-use	1	Reduction in validation errors Increase in semantic data extraction from OCRd documents Customer satisfaction metrics	Evidence provided by the Concessionaire	Quarterly evaluation by TNA against the quality of planning and implementation, capacity to make progress, likelihood of delivery
M3.1	The enrichment of The Gazette data is improved in line with identified user needs	1	Evidence of sustained and ongoing knowledge building about who Gazette data reusers are - through responses to contacts, events and conferences, networking, hackathons and so on. Quality and relevance of the data reuser personas.	Qualitative reporting of knowledge building, engagement, events, hackathons etc. Grantor evaluation of the results of user testing and outcomes of user engagement. Grantor assessment of data	Quarterly reporting of knowledge building from the contract start date. User testing at Discovery, Alpha, Beta and Live. Data reuser personas developed and submitted to the Grantor in the Implementation Period.

			Sustained and ongoing improvements to data enrichment.	re-user personas. Grantor assessment of user testing reports and delivery against mitigations. Delivery against data enrichment improvements/targets set out in the Technical Review (see Milestone 2).	Evaluation and proposals for improving/changing data enrichment are included in the Technical Review (see Milestone 2.1).
M3.1 M	Improve the quality (completeness, uniqueness, consistency, relevance, timeliness, validity and accuracy) of The Gazette data and metadata	1	Sustained and ongoing increase in the semantic data extracted from OCRd documents. Sustained and ongoing decrease in validation errors in line with targets agreed. Delivery against mitigation of issues raised in user testing reports. Clarity and accuracy of business rules. Data customer satisfaction surveys - satisfaction with	Metrics for validation errors. Quarterly review. Metrics for volumes of OCRd documents that have had semantic data extracted. Monthly measure quarterly evaluation. Concessionaire report of QA of semantic data extracted from OCRd documents. Grantor assessment of the Business Rules. Annual. Customer satisfaction metrics	Business rules documented and presented to The Grantor in the first 3 months of the contract term. Baseline for validation errors established in the first 3 months of the contract term Priorities for reduction in validation errors and targets for reductions agreed with the Grantor in the first 3 months of the contract term. User testing carried out at Discovery, Alpha, Beta and Live, and user testing reports with recommended actions provided

			data services and data products purchased.	and report presented to the Delivery Board.	to the Grantor within one month of testing. Data customer satisfaction surveys annually from the contract start date. Proposals for extraction of semantic data extracted from OCRd documents presented to the Grantor in Year 1 of the Contract Term, to include measurable targets for increase. Baseline of the number of API calls from real users provided by the end of the Implementation Period, with targets for increasing take up agreed with the Grantor. Monthly reporting, quarterly evaluation.
M3.2	The Gazette data is more widely used	1	Sustained and ongoing increase in the number of external platforms or services integrating with Gazette data. Sustained and ongoing increase in the number of API calls from real users.	Track the number of external platforms or services integrating Gazette data, focusing on impactful uses such as research, decision-making, or policy development.	Baseline metrics for the number of external platforms and services integrating Gazette data provided by the end of the Implementation Period with targets for increasing take up agreed with the Grantor. Monthly reporting, quarterly evaluation.

			The number and value of new data partnerships established.	The Grantor to document what semantic data they are going to extract from OCRd documents by the end of the Implementation Period and agree targets with the Grantor. Track the number of API calls from real users. Delivery against the targets agreed in the data partnership strategy.	Strategy for data partnerships produced by the end of year 1 of the contract term, with targets to be agreed with the Grantor. Monthly reporting, quarterly evaluation.
M3.2 N	Sales of data products increase and diversifies	1	Sustained and ongoing increase in the sales of data products. Number of new data products created and sales of those new products.	Sales figures for paid for data services provided monthly with a quarterly review. Sales figures for new data products highlighted and tracked.	Baseline for data sales established in the first month of the contract term. Reported monthly, evaluated quarterly
M4	The Gazette is a source of trusted evidence that can be used in a court of law.	2	Independent C2PA audit passed by Year 3 of the contract term Delivery against provenance targets in the Technical Review	C2PA Audit passed Delivery of Technical Review targets	Quarterly evaluation by TNA against the quality of planning and implementation, capacity to make progress, likelihood of delivery

M4.1	Provenance is better managed in line with C2PA technical specifications and guidance	2	Compliance with C2PA guidance. Delivery against the provenance improvement targets set out in the Technical Review (see Milestone 2.1)	Quarterly reporting against compliance with C2PA guidance Delivery against targets in the Technical Review	The Concessionaire to review the current provenance mechanisms and their effectiveness/whether they are fit for function/best practice as part of the Technical Review as set out in Milestone 2.1. The Concessionaire to review the impact on users of moving away from current provenance mechanisms. Targets set in the Technical Review for the short/medium/long term improvement of provenance mechanisms - evaluated quarterly following the approval of the Technical Review. By the end of year 1 of the contract term, the Concessionaire to assess C2PA and audit whether it best addresses the gaps/issues/best practice included from the Technical Review of the current provenance mechanisms
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					Implementation delivered by the end of year 2 of the contract term
M4.1 O	Provenance audit trails for notices are 100% complete, accurate and consistent.	2	Delivery against audit trail targets.	Metrics provided by the Concessionaire.	Audit trails for notices are audited in the Implementation Period and issues with completeness, accuracy and consistency are quantified and targets agreed with the Grantor. Metrics for measuring the completeness, accuracy and consistency of the audit trails are agreed with the Grantor by the end of the Implementation Period, with measurement starting in Q3 of the first year of the contract term.
M4.2	Provenance information is more effectively presented online and to data re-users	2	Ongoing and sustained improvement in user satisfaction with how provenance information is presented Delivery against the targets agreed following user testing	Delivery against the targets agreed following user testing User feedback	The presentation of provenance information is user tested during year 1 of the contract term User testing report presented to the Grantor by the end of year 1 of the contract term with recommendations for change/improvements and targets for delivery Baseline user satisfaction levels

					established by the end of year 1 of the contract term. User satisfaction measured once service has gone live
M5	Seize the opportunities in the age of Artificial Intelligence	3	Compliance against TNA and government AI policies Corporate AI Policy and government AI policy Delivery against priorities and goals agreed	Quarterly evaluation by TNA against the quality of planning and implementation, capacity to make progress, likelihood of delivery	As set out in the AI strategy and approved by the Grantor
M5.1	Create an AI strategy for The Gazette which is compliant with TNA's Corporate AI policy and the Government AI policy	1	Compliance with the Grantor's corporate AI policy and Government's AI policy The Grantor's approval of the AI strategy and roadmap	The Concessionaire evidences how the AI strategy complies with the Grantor's corporate AI policy and Government's AI policy The quality of the AI strategy assessed by the Grantor	The Technical Review (see Milestone 2) identifies where AI might deliver efficiencies and improvements to the Services - and potential use cases are documented and priorities by the end of year 1 of the contract term (to align with the delivery of Milestones M1, M2, M3 and M4) The Concessionaire identifies and prioritises the development work required to deliver AI priorities by the end of year 2 of the contract term. Key development work is factored into The Gazette Roadmap. Immediate opportunities are

					identified and delivered to timelines agreed with the Grantor The Concessionaire delivers an AI strategy by the end of year 2 of the contract term
M5.2	Implement the strategy to support the delivery of priority targets.	3	Ongoing and sustained improvements to the delivery of Milestones 1, 2, 3, or 4	Delivery against targets in the approved AI strategy for The Gazette and the AI roadmap	To target dates set out in the approved AI strategy and roadmap

Schedule 4

Requirements to advertise

1. The legal basis for publishing

1.1. The Concessionaire recognises and accepts that the Concessionaire publishes Notices in The Gazette that are required by Law to be published, in some cases specifically in The Gazette.

1.2. The Concessionaire recognises and accepts that there are five (5) legal bases for publishing a Notice in The Gazette:

- a) there is a statutory duty to publish Notices in The Gazette;
- b) there is a statutory duty to publish Notices in The Gazette as well as somewhere else;
- c) there is a statutory duty for Notices to be published, but the Law does not specify where;
- d) there is a statutory power but no duty for Notices to be published in The Gazette; and
- e) there is no statutory power or duty for Notices to be published – authorised Advertisers choose to publish Notices in The Gazette.

1.3. The Concessionaire is required to maintain, update and verify a list of the requirements to place Notices in the Gazette. This list will include:

- a) the type of Notice;
- b) the Notice code;
- c) the name of the Notice and a brief description of what the Notice concerns;
- d) the legal bases for publishing the Notice, as set out in Paragraph 1.2;
- e) the title of the legislation that governs the placing of the Notice;
- f) a URL link to that legislation (where such URL exists);
- g) notifying the Grantor when there are new Notices that meet one of the five legal bases for publishing; and
- h) notifying the Grantor if the legal bases for any existing Notices are removed or changed.

- 1.4. This list will be provided to The Grantor in a format agreed with and approved by The Grantor.
- 1.5. The Concessionaire will verify and update this list every six (6) Months, from Commencement Date, and to report back to the Grantor on any changes at the agreed governance meeting, pursuant to Schedule 10 (Governance and Reporting).
- 1.6. The Concessionaire will also provide to the Grantor a fully up-to-date and authoritative list of the requirements to advertise, within a reasonable time as and when requested by the Grantor, and at the termination of the Contract for any reason.

Schedule 5

Security Management

1. Definitions

1.1. In this Schedule:

“Anti-Malicious Software”	means software that scans for and identifies possible Malicious Software in the IT Environment.
“Breach of Security”	an event that results, or could result, in: any unauthorised access to or use of the Grantor Data, the Services and/or the Information Management System; and/or the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Grantor Data), including any copies of such information or data, used by the Grantor and/or the Concessionaire in connection with this Contract.
“Certification Requirements”	means the information security requirements set out in Paragraph 6 of this Schedule.
“CHECK Service Provider”	means a company which has been certified by the National Cyber Security Centre, holds “Green Light” status and is authorised to provide the IT Health Check services required by Paragraph 7.1 of this Schedule.
“CREST Service Provider”	means a company with a SOC Accreditation from CREST International.
“Cyber Essentials”	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.
“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the National Cyber Security Centre.
“Higher-Risk Sub-contractor”	means a Sub-contractor that processes Grantor data where the data includes the Personal Data of 1,000 or more individuals in

	aggregate during the period between the Commencement Date and the date on which this Contract terminates or where any part of that data includes financial information relating to any person.
“Incident Management Process”	means the process which the Concessionaire will implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Grantor Data, the Grantor, the Services and/or users of the Services and which will be prepared by the Concessionaire in accordance with Paragraph 4 of this Schedule using the template set out in Annex 3.
“Information Assurance Assessment”	means the set of policies, procedures, systems and processes which the Concessionaire will implement, maintain and update in accordance with Paragraph 4 of this Schedule in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Data Loss Events and/or theft and which will be prepared by the Concessionaire using the template set out Annex 3.
“Information Management System”	means those parts of the Concessionaire Systems and The Gazette Platform that the Concessionaire or its Sub-contractors will use to provide the parts of the Services that require Processing Grantor Data; and the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).
“Information Security Approval Statement”	means a notice issued by the Grantor which sets out the information risks which the Concessionaire has identified as being associated with using the Information Management System and confirms that: the Grantor is satisfied that the identified risks have been adequately and appropriately addressed; the Grantor has accepted the residual risks; and

	the Concessionaire may use the Information Management System to Process Grantor Data.
“IT Health Check”	has the meaning given in Paragraph 7.1.1.
“Medium risk Sub-contractor”	means a Sub-contractor that processes Grantor data where that data includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Commencement Date and the date on which this Contract terminates.
“Process”	means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
“Remediation Action Plan”	has the meaning given in Paragraph 7.3.3 a).
“Required Changes Register”	mean the register within the Security Management Plan which is to be maintained and updated by the Concessionaire and which will record each of the changes that the Concessionaire will make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 5.2 together with the date by which such change will be implemented and the date on which such change was implemented;
“Risk Register”	is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Grantor for approval in accordance with Paragraph 4.
“Security Management Plan”	means the document prepared by the Concessionaire using the template in Annex 3 comprising: the Information Assurance Assessment; the Required Changes Register; and

	the Incident Management Process.
“Special Category Personal Data”	means the categories of Personal Data set out in article 9(1) and article 10 of the UK GDPR.

2. Introduction

2.1. This Part A of this Schedule sets out:

- 2.1.1. the arrangements the Concessionaire must implement before, and comply with when, providing the Information Management System and performing its other obligations under this Contract to ensure the security of the Grantor Data and the Information Management System;
- 2.1.2. the Certification Requirements applicable to the Concessionaire and each of those Sub-contractors which Processes Grantor Data;
- 2.1.3. the security requirements in Annex 1, with which the Concessionaire must comply;
- 2.1.4. the tests which the Concessionaire will conduct on the Information Management System during the Term; and
- 2.1.5. the Concessionaire’s obligations to:
 - a) return or destroy Grantor Data on the expiry or earlier termination of this Contract; and
 - b) prevent the introduction of Malicious Software into the Concessionaire System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Concessionaire System in Paragraph 9; and
 - c) report Breaches of Security to the Grantor.

3. Principles of Security

3.1. The Concessionaire acknowledges that the Grantor places great emphasis on the confidentiality, integrity and availability of the Grantor Data and, consequently on the security of:

- 3.1.1. the IT Environment;
- 3.1.2. the Concessionaire System; and
- 3.1.3. the Information Management System.

3.2. Notwithstanding the involvement of the Grantor in assessing the arrangements which the Concessionaire implements to ensure the security of the Grantor Data and the Information Management System, the Concessionaire will be, and will remain, responsible for:

- 3.2.1. the security, confidentiality, integrity and availability of the Grantor Data whilst that Grantor Data is under the control of the Concessionaire or any of its Sub-contractors; and
- 3.2.2. the security of the Information Management System.

3.3. The Concessionaire will:

- 3.3.1. comply with the security requirements in Annex 1; and
- 3.3.2. ensure that each Sub-contractor that Processes Grantor Data complies with the Sub-contractor Security Requirements.

3.4. The Concessionaire will provide the Grantor with access to Concessionaire Personnel responsible for information assurance to facilitate the Grantor's assessment of the Concessionaire's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4. Information Security Approval Statement

4.1. The Concessionaire must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including any requirements imposed on Sub-contractors by Annex 2, from the first Commencement Date.

4.2. The Concessionaire may not use the Information Management System to Process Grantor Data unless and until:

- 4.2.1. the Concessionaire has procured the conduct of an IT Health Check of the Concessionaire System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 7.1; and
 - 4.2.2. the Grantor has issued the Concessionaire with an Information Security Approval Statement in accordance with the process set out in this Paragraph 4.
- 4.3. The Concessionaire will document in the Security Management Plan how the Concessionaire and its Sub-contractors will comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Grantor Data and the Information Management System.
- 4.4. The Concessionaire will prepare and submit to the Grantor within [20] Working Days of the date of this Contract, the Security Management Plan, which comprises:
 - 4.4.1. an Information Assurance Assessment;
 - 4.4.2. the Required Changes Register; and
 - 4.4.3. the Incident Management Process.
- 4.5. The Grantor will review the Concessionaire's proposed Security Management Plan as soon as possible and, in any event within [20] Working Days of receipt and will either issue the Concessionaire with:
 - 4.5.1. an Information Security Approval Statement, which will confirm that the Concessionaire may use the Information Management System to Process Grantor Data; or
 - 4.5.2. a rejection notice, which will set out the Grantor's reasons for rejecting the Security Management Plan.
- 4.6. If the Grantor rejects the Concessionaire's proposed Security Management Plan, the Concessionaire will take the Grantor's reasons into account in the preparation of a revised Security Management Plan, which the Concessionaire will submit to the Grantor for review within ten (10) Working Days or such other timescale as agreed with the Grantor
- 4.7. The Grantor may require, and the Concessionaire will provide the Grantor and its authorised representatives with:
 - 4.7.1. access to the Concessionaire Personnel;
 - 4.7.2. access to the Information Management System to audit the Concessionaire and its Sub-contractors' compliance with this Contract; and

4.7.3. such other information and/or documentation that the Grantor or its authorised representatives may reasonably require,

to assist the Grantor to establish whether the arrangements which the Concessionaire and its Sub-contractors have implemented in order to ensure the security of the Grantor Data and the Information Management System are consistent with the representations in the Security Management Plan. The Concessionaire will provide the access required by the Grantor in accordance with this Paragraph within ten (10) Working Days of receipt of such request, except in the case of a Breach of Security in which case the Concessionaire will provide the Grantor with the access that it requires within 24 hours of receipt of such request.

5. Compliance Reviews

- 5.1. The Concessionaire will regularly review and update the Security Management Plan, and provide such to the Grantor, at least once each year and as required by this Paragraph.
- 5.2. The Concessionaire will notify the Grantor within Two (2) Working Days after becoming aware of:
- 5.2.1. a significant change to the components or architecture of the Information Management System;
 - 5.2.2. a new risk to the components or architecture of the Information Management System;
 - 5.2.3. a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 9.2 of Annex 1 to this Schedule;
 - 5.2.4. a change in the threat profile;
 - 5.2.5. a significant change to any risk component;
 - 5.2.6. a significant change in the quantity of Personal Data held within the Service;
 - 5.2.7. a proposal to change any of the Sites from which any part of the Information Management System are provided; and/or
 - 5.2.8. an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced in connection with the Certification Requirements indicates significant concerns.
- 5.3. Within [10] Working Days of such notifying the Grantor or such other timescale as may be agreed with the Grantor, the Concessionaire will make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Grantor for review and approval.
- 5.4. Where the Concessionaire is required to implement a change, including any change to the Information Management System, the Concessionaire will effect such change at its own cost and expense.

6. Certification Requirements

- 6.1. The Concessionaire will be certified as compliant with:

6.1.1. ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and

6.1.2. Cyber Essentials PLUS,

and will provide the Grantor with a copy of each such certificate of compliance before the Concessionaire will be permitted to receive, store or Process Grantor Data.

6.2. The Concessionaire will ensure that each Higher Risk Sub-contractor is certified as compliant with either:

6.2.1. ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or

6.2.2. Cyber Essentials PLUS,

and will provide the Grantor with a copy of each such certificate of compliance before the Higher-Risk Sub-contractor will be permitted to receive, store or Process Grantor Data.

- 6.3. The Concessionaire will ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials.
- 6.4. The Concessionaire will ensure that the Concessionaire and each Sub-contractor who is responsible for the secure destruction of Grantor Data:
- 6.4.1. securely destroys Grantor Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);
 - 6.4.2. should satisfy the Grantor that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and
 - 6.4.3. must maintain an asset register of all Grantor supplied information, data and equipment to ensure Grantor assets are returned and/or deleted.
- 6.5. The Concessionaire will provide the Grantor with evidence of its and its Sub-contractor's compliance with the requirements set out in this Paragraph 6 before the Concessionaire or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Grantor Data.
- 6.6. The Concessionaire will notify the Grantor as soon as reasonably practicable and, in any event within two (2) Working Days, if the Concessionaire or any Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Grantor, will or will procure that the relevant Sub-contractor will:
- 6.6.1. immediately ceases using the Grantor Data; and
 - 6.6.2. procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Grantor Data in accordance with the requirements set out in this Paragraph.
- 6.7. The Grantor may agree to exempt, in whole or part, the Concessionaire or any Sub-contractor from the requirements of this Paragraph 6. Any exemption must be in writing to be effective. The Concessionaire must include the exemption in the Security Management Plan.

7. Security Testing

- 7.1. The Concessionaire will, at its own cost and expense procure and conduct:
- 7.1.1. testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider ("IT Health Check"); and
 - 7.1.2. such other security tests as may be required by the Grantor,

7.2. The Concessionaire will:

7.2.1. complete all of the above security tests before:

- a) the Concessionaire submits the Security Management Plan to the Grantor for review in accordance with Paragraph 4; and
- b) before the Concessionaire is given permission by the Grantor to Process or manage any Grantor Data; and

7.2.2. repeat the IT Health Check not less than once every twelve (12) months during the Term and submit the results of each such test to the Grantor for review in accordance with this Paragraph.

7.3. In relation to each IT Health Check, the Concessionaire will:

7.3.1. agree with the Grantor the aim and scope of the IT Health Check;

7.3.2. promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide the Grantor with a copy of the full report;

7.3.3. in the event that the IT Health Check report identifies any vulnerabilities, the Concessionaire will:

- a) prepare a remedial plan for approval by the Grantor (each a “Remediation Action Plan”) which sets out in respect of each vulnerability identified in the IT Health Check report:

- (iv) how the vulnerability will be remedied;

- (v) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:

- (i) within three (3) months of the date the Concessionaire received the IT Health Check report in the case of any vulnerability categorised with a severity of “medium”;

- (ii) within one month of the date the Concessionaire received the IT Health Check report in the case of any vulnerability categorised with a severity of “high”; and

- (iii) within seven (7) Working Days of the date the Concessionaire received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical”;

- (iv) the tests which the Concessionaire will perform or procure to be performed (which may, at the discretion of the Grantor, include a

further IT Health Check) to confirm that the vulnerability has been remedied;

- b) comply with the Remediation Action Plan; and
- c) conduct such further tests on the Service as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has been complied with.

- 7.4. The Concessionaire will ensure that any testing which could adversely affect the Concessionaire System will be designed and implemented by the Concessionaire so as to minimise the impact on the delivery of the Information Management System and the date, timing, content and conduct of such tests will be agreed in advance with the Grantor.
- 7.5. If any testing conducted by or on behalf of the Concessionaire identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Concessionaire will within two (2) Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Grantor with a copy of the test report and:
- 7.5.1. propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - 7.5.2. where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Information Management System (in order to reduce the attack surface of the Concessionaire System) within the timescales set out in the test report or such other timescales as may be agreed with the Grantor.
- 7.6. The Concessionaire will conduct such further tests of the Concessionaire System as may be required by the Grantor from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 7.7. The Concessionaire will notify the Grantor immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 7.3.

8. Security Monitoring and Reporting

8.1. The Concessionaire will:

- 8.1.1. monitor the delivery of assurance activities;
- 8.1.2. maintain and update the Security Management Plan in accordance with Paragraph 5;
- 8.1.3. agree a document which presents the residual security risks to inform the Grantor's decision to give approval to the Concessionaire to Process and transit the Grantor Data;
- 8.1.4. monitor security risk impacting upon the operation of the Service;

8.1.5. report Breaches of Security in accordance with the approved Incident Management Process;

8.1.6. agree with the Grantor the frequency and nature of the security reports to be prepared and submitted by the Concessionaire to the Grantor within twenty (20) Working Days of Effective Date.

9. Malicious Software

9.1. The Concessionaire will install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Grantor Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

9.2. If Malicious Software is found, the parties will cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Grantor Data, assist each other to mitigate any Losses and to restore the Information Management System to their desired operating efficiency.

10. Breach of Security

10.1. If either party becomes aware of a Breach of Security it will notify the other in accordance with the Incident Management Process.

10.2. The Incident Management Process will, as a minimum, require the Concessionaire to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

10.2.1. Immediately take all reasonable steps necessary to:

- a) minimise the extent of actual or potential harm caused by such Breach of Security;
- b) remedy such Breach of Security to the extent possible;
- c) apply a tested mitigation against any such Breach of Security; and
- d) prevent a further Breach of Security in the future which exploits the same root cause failure;

10.2.2. as soon as reasonably practicable and, in any event, within two (2) Working Days, following the Breach of Security or attempted Breach of Security, provide to the Grantor full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Grantor.

10.3. In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Concessionaire, its Sub-contractors and/or all or any part of the Information Management System with this Contract, then such remedial action will be completed at no cost to the Grantor.

ANNEX 1: SECURITY REQUIREMENTS

[Annex redacted]

ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS

[Annex redacted]

ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE FOR PART A AND PART B

Security Management Plan Template

[Project/Service and Concessionaire Name]

1. Executive Summary

[This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.]

2. System Description

2.1. Background

[A short description of the project/product/system. Describe its purpose, functionality, aim and scope.]

2.2. Organisational Ownership/Structure

[Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.]

2.3. Information assets and flows

[The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the Concessionaire System. If personal data, please include the fields used such as name, address, department DOB, NI number etc.]

2.4. System Architecture

[A description of the physical system architecture, to include the system management. A diagram will be needed here]

2.5. Users

[A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.]

2.6. Locations

[Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001 (at least ISO/IEC 27001:2013) these should be noted. Any off-shoring considerations should be detailed.]

2.7. Test and Development Systems

[Include information about any test and development systems, their locations and whether they contain live system data.]

2.8. Key roles and responsibilities

[A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor]

3. Risk Assessment

3.1. Accreditation/Assurance Scope

[This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.]

3.2. Risk appetite

[A risk appetite should be agreed with the SRO and included here.]

3.3. Business impact assessment

[A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.]

3.4. Risk assessment

[The content of this section will depend on the risk assessment methodology chosen and for Part B should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed

out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks.]

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system. exposed to the internet via the web portal.	Medium		The service systems are C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed	
			Very low	C59: Removal of departmental identifier	
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium		File sharing with organisations across the internet. C9: TLS communications C10: PGP file-sharing	Very low
R3	Internal users could maliciously or accidentally alter bank details. Users bank details can be altered as part of the normal business function.	Medium-High		C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users' home addresses when bank details are altered.	
			Low	C15. Staff awareness training	

3.5. Controls

[The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.]

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check

C2 Internet-facing IP whitelist An IP whitelist is in place for all access from the internet. Assured via ITHC

C15 Staff awareness training All staff must undertake annual security awareness training and this process is audited and monitored by line managers. Assured as part of ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification

3.6. Residual risks and actions

[A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.]

4. In-service controls

4.1. [This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification should be included. This section should include at least:

- 4.1.1. information risk management and timescales and triggers for a review;
- 4.1.2. contractual patching requirements and timescales for the different priorities of patch;
- 4.1.3. protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;
- 4.1.4. configuration and change management;
- 4.1.5. incident management;
- 4.1.6. vulnerability management;
- 4.1.7. user access management; and
- 4.1.8. data sanitisation and disposal.]

5. Security Operating Procedures (SyOPs)

5.1. [If needed any SyOps requirements should be included and referenced here.]

6. Major Hardware and Software and end of support dates

6.1. [This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.]

6.2. Name	Version	End of mainstream Support/ Extended Support
Notes/RAG Status		

6.3. Server Host	HP XXXX	Feb 2020/ March 2022
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7. Incident Management Process

7.1. [The Concessionaire's process, as agreed with the Grantor, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Grantor and the process that will be undertaken to mitigate the incidents and investigate the root cause.]

8. Security Requirements for User Organisations

8.1. [Any security requirements for connecting organisations or departments should be included or referenced here.]

9. Required Changes Register

9.1. [The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.]

Ref	Section	Change	Agreed with	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability	Grantor name	11/11/2018	Jul-2019	Open

10. Sub-contractors

- 10.1. [This should include a table which shows for each Sub-contractor their name, the function that they are performing, the data and data volume being processed, the location, and their certification status]

11. Annex A. ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or Cyber Essential Plus certificates

- 11.1. [Any certifications relied upon should have their certificates included]

12. Annex B. Cloud Security Principles assessment

- 12.1. [A spreadsheet may be attached]

13. Annex C. Protecting Bulk Data assessment if required by the Grantor.

- 13.1. [A spreadsheet may be attached]

14. Annex D. Latest ITHC report and Remediation Action Plan

Schedule 6

Business Continuity and Disaster Recovery

1. Definitions

1.1. For the purposes of this Schedule 6, the following terms will have the meanings referred to below:

"Business Continuity Plan"	has the meaning set out in Paragraph 4.4 b).
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part will be unavailable for a period of one (1) week or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.
"Disaster Recovery"	the process of restoration of the Services by the provision of the Disaster Recovery Services.
"Disaster Recovery Plan"	has the meaning set out in Paragraph 4.2 c).
"Disaster Recovery Services"	the Disaster Recovery and/or business continuity services (as the context may require) to be provided by the Concessionaire pursuant to this Schedule 6.
"Disaster Recovery System"	the system identified by the Concessionaire in the BCDR Plan (Annex 1) which will be used for the purpose of delivering the Disaster Recovery Services.
"General Principles"	has the meaning set out in Paragraph 2.2 a).
"Related Service Provider"	any person who provides services to the Concessionaire in relation to the Contract from time to time.

2. Introduction

2.1. This Schedule sets out the Grantor's requirements for ensuring continuity of the Services in circumstances of Services disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Concessionaire to develop, review, test, change, and maintain a BCDR Plan in respect of the Services.

2.2. The BCDR Plan will cover as a minimum three areas:

- a) general principles applicable to the BCDR Plan ("General Principles and Requirements").
- b) the Business Continuity Plan ("Business Continuity Element"); and
- c) "the Disaster Recovery Plan" and the review, testing and invocation of the BCDR Plan ("Disaster Recovery Element and Review, Testing and Invocation of the BCDR Plan").

2.3. The BCDR Plan will detail the processes and arrangements which the Concessionaire will follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

3. Development of BCDR Plan

3.1. The BCDR Plan will unless otherwise required by the Grantor in writing, be based upon and be consistent with the provisions of this Schedule 6, Part A Section 1.

3.2. The Concessionaire will ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3.3. The Concessionaire will provide to the Grantor, and update as required under this Schedule 6, Part C, Section 2, a copy of its BCDR Plan and ensure version control such that previous versions are kept with the dates for which they were applicable.

PART A – GENERAL PRINCIPLES AND REQUIREMENTS

1. Principles and Contents

1.1. The BCDR Plan will:

- a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- b) provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Grantor by a Related Service Provider;
- c) contain an obligation upon the Concessionaire to liaise with the Grantor and (at the Grantor's request) any Related Service Provider with respect to issues concerning business continuity and disaster recovery where applicable;
- d) detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Grantor and any of its other Related Service Providers as notified to the Concessionaire by the Grantor from time to time;
- e) contain a communication strategy including details of an incident and problem management service and advice and helpdesk facility which can be accessed via multi-channels (including but without limitation a website (with frequently asked questions), e-mail and phone) for both portable and desktop configurations, where required by the Grantor;
- f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (ii) identification of any single points of failure within the Services and processes for managing the risks arising there from;
 - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
 - (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

- g) provide for documentation of processes, including business processes, and procedures;
- h) set out key contact details (including roles and responsibilities) for the Concessionaire (and any Sub-Contractors) and for the Grantor;
- i) identify the procedures for reverting to “normal service”;
- j) identify the responsibilities (if any) that the Grantor has agreed it will assume in the event of the invocation of the BCDR Plan
- k) identify the key Concessionaire personnel involved in delivering the BCDR Plan, and contact information; and
- l) provide for the provision of technical advice and assistance to key contacts at the Grantor as notified by the Grantor from time to time to inform decisions in support of the Grantor’s business continuity plans.

1.2. The BCDR Plan will be designed so as to ensure that:

- a) the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;
- b) the adverse impact of any Disaster, service failure, or disruption on the operations of the Grantor is minimal as far as reasonably possible;
- c) it complies with the relevant provisions of ISO27001, ISO20000 and ISO22301, in addition to all other industry standards from time to time in force; and
- d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

1.3. The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

1.4. The Concessionaire will not be entitled to any relief from its obligations under the Contract or to any increase in the payment or the prices to the extent that a Disaster occurs as a consequence of any breach by the Concessionaire of this Contract.

PART B – BUSINESS CONTINUITY ELEMENT

1. Principles and Contents

1.1. The Business Continuity Plan will set out the arrangements that are to be invoked to ensure that the Services and business processes and operations remain supported and to ensure continuity of the Services and business operations including but not limited to and unless the Grantor expressly states otherwise in writing:

- a) the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- b) the steps to be taken by the Concessionaire upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

1.2. The Business Continuity Plan will address the various possible levels of failures of or disruptions to the and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan will also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

PART C – DISASTER RECOVERY ELEMENT AND REVIEW, TESTING AND INVOCATION OF THE BCDR PLAN

1. Principles and Contents

- 1.1. The Disaster Recovery Plan will be designed so as to ensure that upon the occurrence of a Disaster the Concessionaire ensures continuity of the business operations of the Concessionaire supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 1.2. The Disaster Recovery Plan will only be invoked upon the occurrence of a Disaster.
- 1.3. The Disaster Recovery Plan will include the following:
 - a) the technical design and build specification of the Disaster Recovery System;
 - b) details of the procedures and processes to be put in place by the Concessionaire and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (i) data centre and disaster recovery site audits;
 - (ii) back-up methodology and details of the Concessionaire's approach to data back-up and data verification;
 - (iii) identification of all potential disaster scenarios;
 - (iv) risk analysis;
 - (v) documentation of processes and procedures;
 - (vi) hardware configuration details;
 - (vii) network planning including details of all relevant data networks and communication links;
 - (viii) invocation rules;
 - (ix) The Services recovery procedures;
 - (x) steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption;
 - (xi) any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the

Service Levels during any period of invocation of the Disaster Recovery Plan;

(xii) details of how the Concessionaire will ensure compliance with security standards set out in Schedule 5 (Security Management) and elsewhere in the Contract ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

(xiii) access controls (to any disaster recovery sites used by the Concessionaire or any Sub-Contractor in relation to its obligations pursuant to this Schedule); and

(xiv) testing and management arrangements.

2. Review and Amendment of the BCDR Plan

2.1. The Concessionaire will review part or all of the BCDR Plan (and the risk analysis on which it is based):

- a) on a regular basis and as a minimum once every six (6) Months throughout the Term the Concessionaire will provide to the Grantor, and update as required, a copy of its BCDR Plan and ensure version control such that previous versions are kept with the dates for which they were applicable;
- b) within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9 of this Schedule 6, Part C; and
- c) where the Grantor requests any additional reviews (over and above those provided for in Paragraphs 2.1(a) and 2.1(b) of this Schedule 6, Part C) by notifying the Concessionaire to such effect in writing, whereupon the Concessionaire will conduct such reviews in accordance with the Grantor's written requirements.

2.2. Each review pursuant to Part C, Paragraph 2.1 of the BCDR Plan, above, will be a review of the procedures and methodologies set out in the BCDR Plan and will assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and will also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review will be completed by the Concessionaire within the period required by the BCDR Plan or if no such period is required within such period as the Grantor will reasonably require. The Concessionaire will, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Grantor a report ("Review Report") setting out:

- a) the findings of the review;
- b) any changes in the risk profile associated with the Services; and
- c) the Concessionaire's proposals ("Concessionaire's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Concessionaire can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

2.3. The Concessionaire will as soon as is reasonably practicable after receiving the Grantor's approval of the Concessionaire's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Concessionaire's Proposals. Any such change will be at the Concessionaire's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

3. Testing of the BCDR Plan

3.1. The Concessionaire will test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year from the Commencement Date). Subject to Paragraph 3.2, below, the Grantor may require the Concessionaire to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Grantor considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

3.2. If the Grantor requires an additional test of the BCDR Plan it will give the Concessionaire written notice and the Concessionaire will conduct the test in accordance with the Grantor's requirements and the relevant provisions of the BCDR Plan. The Concessionaire's costs of the additional test will be borne by the Grantor unless the additional test is required because the BCDR Plan failed the previous test, or the BCDR Plan fails the additional test in which case the Concessionaire's costs of that failed test will be borne by the Concessionaire.

3.3. Following each test, the Concessionaire will send to the Grantor a written report summarising the results of the test and will promptly implement any actions or remedial measures which the Grantor considers to be necessary as a result of those tests.

3.4. The Concessionaire will undertake and manage testing of the BCDR Plan in full consultation with the Grantor and will liaise with the Grantor in respect of the planning, performance, and review, of each test, and will comply with the reasonable requirements of the Grantor in this regard. Each test will be carried out under the supervision of the Grantor or its nominee.

3.5. The Concessionaire will ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Grantor. Copies of live test data used in any such testing will be (if so required by the Grantor) destroyed or returned to the Grantor on completion of the test.

3.6. The Concessionaire will, within twenty (20) Working Days of the conclusion of each test, provide to the Grantor a report setting out:

- a) the outcome of the test;
- b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- c) the Concessionaire's proposals for remedying any such failures.

3.7. Following each test, the Concessionaire will take all measures requested by the Grantor, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing will be completed by the Concessionaire, at no additional cost to the Grantor, by the date reasonably required by the Grantor and set out in such notice.

3.8. For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) will not relieve the Concessionaire of any of its obligations under this Schedule 6 or otherwise.

3.9. The Concessionaire will also perform a test of the BCDR Plan as part of the commissioning of any new project or services.

4. Invocation of the BCDR Plan

4.1. In the event of a complete loss of the Services or in the event of a Disaster, the Concessionaire will immediately invoke the BCDR Plan (and will inform the Grantor immediately of such invocation). In all other instances the Concessionaire will only invoke or test the BCDR Plan with the prior consent of the Grantor.

PART A – PERFORMANCE SCORES**1. Performance Scores for Service Delivery of KPIs, Targets and Sub Targets**

- 1.1. The Grantor will award Performance Scores against the requirements set out in Service Delivery in Schedule 2 (Services Description) and Schedule 10 (Governance and Reporting).
- 1.2. Performance scores will be allocated by the Grantor for Key Performance Indicators (KPIs) that measure the delivery of business as usual, and Targets, which monitor and measure service improvements.
- 1.3. For KPIs, where a Service has not met the Requirements, one of the following Performance Scores will be awarded:
 - a) C1 – serious non-conformance;
 - b) C2 – non-conformance; and
 - c) C3 – non-standard.
- 1.4. For KPIs, where a Service has met the Requirements, one of the following Performance Scores will be awarded:
 - a) C4 – conformance;
 - b) C5 – exceeds requirements; and
 - c) C6 – exceptional performance.
- 1.5. In the event of a C2 or C1 performance score, the Concessionaire will produce a Rectification Plan that sets out the actions that the Concessionaire proposes taking to get back on track, for the comment and approval of the Grantor, such approval not being unreasonably withheld.
- 1.6. If delivery against the KPI(s) in question does not achieve a C4 conformance score within 6 months after approval of the Rectification Plan, this may constitute a Step-In Trigger Event, at the Grantor's final decision, and the Grantor may exercise its rights to Step-In as set out in Clauses 53 and 54.
- 1.7. Against each Target, the Grantor will assess:
 - a) the quality of the Concessionaire's planning and implementation;
 - b) the Concessionaire's capacity to make progress; and

c) the likelihood of delivery.

1.8. Targets will be measured by the Grantor as follows:

- a) Red – where there are issues that, in the opinion of the Grantor, could critically impact the delivery of all or any part of the Target;
- b) Red/Amber – where there are issues that, in the opinion of the Grantor, could seriously impact the delivery of all or any part of the Target;
- c) Amber/Green – where there're are issues that, in the opinion of the Grantor, could delay the delivery of all or any part of the Target; and
- d) Green – where the Grantor assesses that the Concessionaire is on target, with no delivery issues in the opinion of the Grantor.

1.9. Progress against Targets will be reviewed at the governance meetings set out in Schedule 10 (Governance and Reporting).

1.10. Where the Grantor assesses that the Concessionaire is not on target, or that there is a risk of the Concessionaire not delivering against Targets, the Concessionaire will produce a Rectification Plan that sets out the actions that the Concessionaire proposes taking to get back on track, for the comment and approval of the Grantor, such approval not being unreasonably withheld.

1.11. If the Rectification Plan is not approved by the Grantor, the Concessionaire will revise and re-submit the plan within one calendar month.

1.12. Failure to agree and approve a Rectification Plan may constitute a Step-In Trigger Event, at the Grantor's final decision, and the Grantor may exercise its rights to Step-In as set out in Clauses 53 and 54.

PART B – KPI PERFORMANCE MANAGEMENT

2. Principal Points

- 2.1. Targets are as set out in Schedule 2 (Services Description) and Schedule 3 (Implementation Period).
- 2.2. This Part B sets out the performance management system for monitoring the Services (the “Performance Management System”) for the Services’ Key Performance Indicators (KPIs):
 - a) to ensure that the Concessionaire is complying with its obligations, including without limitation the Requirements and the Service Levels; and
 - b) to identify any Service Failures in the performance of the Concessionaire and/or delivery of the Services.

- 2.3. Annex 1 of this Schedule 7 sets out the business as usual KPI Service Levels (performance standards) which are required of the Concessionaire in its delivery of the Services.
- 2.4. Throughout the Term, the Grantor will be entitled to require reasonable amendments to the Performance Management System then existing and the Concessionaire will make such amendments and re-submit a further updated Performance Management System to the Grantor for Approval. Until Approval of the updated Performance Management System, the Performance Management System then existing (that is to say prior to the update) will continue to apply.
- 2.5. Without prejudice to the obligations imposed upon the Concessionaire and the rights afforded to the Grantor pursuant to this Part B, the Parties will consider and review the Performance Management System at the governance meetings pursuant to Schedule 10 (Governance and Reporting).
- 2.6. The Grantor will be entitled to reasonably require, and the Concessionaire must comply with requests for, routine changes to the Performance Management System (which may require the Concessionaire to make available to the Grantor further information relating to the Services) which will be implemented and delivered at no extra cost to the Grantor.
- 2.7. Without prejudice to the other provisions of this Part B each of the Grantor and the Concessionaire will have the right to propose any Changes to the Performance Management System in accordance with the Change Control Procedure as set out in Schedule 15 (Change Control Procedure).

3. Reporting of Service Failures

- 3.1. The Concessionaire will report all Service Failures to the Grantor's Service and Performance Manager and via the governance boards, in accordance with Schedule 10 (Governance and Reporting).
- 3.2. The Grantor will determine at its absolute discretion the category which relates to each Service Failure as determined in accordance with Paragraph 3.3.
- 3.3. The Concessionaire will notify the Grantor of Priority Level 1 and Priority Level 2 Service Failures within 1 (one) hour of occurrence.
- 3.4. The Concessionaire will notify the Grantor of any non compliance with court orders immediately they become aware of the non compliance.

3.5. The Concessionaire will take appropriate action to mitigate and resolve Service Failures according to their severity. For each Service Failure, the Grantor may determine which of the following three response categories in Table 1 apply:

3.6. Schedule 7 Table 1 Service Failure Priority Levels:

Priority Level	Definition	Resolution unless otherwise approved in advance by the Grantor
1	Service Failures meriting categorisation as Priority Level One are those causing serious disruption to the Services, or any aspects of the Services, with no workaround available (which will include, without limitation, C1 events as defined in the Performance Management System of this Schedule 7). So, for example, if deceased estates notice placers were unable to register for an account, or place a notice and there was no workaround solution, that would be a P1 incident.	The Concessionaire will take immediate action to manage and resolve the issue within one hour during Support Hours. If this is not possible, the Concessionaire will provide a revised resolution timeframe for the Grantor's approval, and will provide hourly updates to the Grantor until the issue is resolved, including all user feedback received.
2	Service Failures meriting categorisation as Priority Level Two are those causing serious disruption to the Services, or any aspects of the Services, but with an acceptable workaround i.e. some disruption to business activity and/or impact on the user experience.	The Concessionaire will take action to resolve the issue within four hours during Support Hours. If this is not possible, the Concessionaire will provide a revised resolution timeframe for the Grantor's approval, and will provide updates to the Grantor until the issue is resolved, including all user feedback received.

3	Service Failures meriting categorisation as Priority Level Three are those causing a minor disruption to the Services, or elements of the Services, but with limited impact on normal business activity or unacceptable impact on the user experience.	The Concessionaire will take action to resolve the issue within three weeks during Support Hours or earlier if requested by the Grantor. If this is not possible, the Concessionaire will provide a revised resolution timeframe for the Grantor's approval and will provide updates to the Grantor until the issue is resolved, including all user feedback received.
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- 3.7. The Concessionaire will provide full incident reports for all P1 and P2 incidents, and any other incidents should the Grantor require.
- 3.8. For P1 and P2 incidents, the Concessionaire will prepare an interim incident report, setting out when the incident occurred, what users were affected and how, and what interim actions have been taken, within 2 working days of the occurrence of the Incident.
- 3.9. Once the Concessionaire has identified the cause of a P1 or a P2 Service Failure, it will submit a full incident report, setting out a clear diagnosis of what caused the incident, what users were affected and how, what interim measures were taken to resume service, what longer term corrective action is required to mitigate the reoccurrence of the issue, and a timeline for resolution for the Grantor's approval. The full incident report should be submitted by the Concessionaire to deadlines agreed with and approved by the Grantor, depending on the level of challenge in identifying the root cause of the incident.
- 3.10. The Concessionaire will be entitled to challenge the Priority Level which is allocated by the Grantor within five (5) working days of the Priority Level being determined. After that time the Priority Level will remain as determined by the Grantor. Any such challenge will not affect the obligations of the Concessionaire to respond to the Service Failure or put in place a correction plan to resolve the Service Failure, in accordance with the level initially allocated by the Grantor.
- 3.11. On notification of a Service Failure, the Concessionaire will take appropriate action to ensure the Grantor, and where necessary Users and Advertisers, are kept fully informed until the Service Failure is resolved.
- 3.12. The Concessionaire will make available for the Grantor access to full details of any new or continuing unresolved Service Failures of which the Concessionaire is aware as part of the Management Information.

4. Performance Management and Performance Review

- 4.1. Within fourteen (14) Working Days of the end of each Month, the Concessionaire will ensure that the Management Information is available for access by the Grantor's Service and Performance Manager.
- 4.2. The Management Information made available for access to the Grantor pursuant to Paragraph 4.1 will contain the information listed in Appendix 1 of this Schedule 7 and Part B of Schedule 10 (Governance and Reporting) together with the following information in respect of the Month just ended:

- a) the monitoring which has been performed in accordance with the Performance Management System with a summary of any issues identified by such monitoring;
- b) the actual performance achieved over the Month, and that achieved over the previous three (3) Months and in the same period of the previous year (where available);
- c) a summary of all Service Failures that occurred during the Month;
- d) the Priority Level of each Service Failure which occurred;
- e) which Service Failures remain outstanding and progress in resolving them;
- f) for any Priority Level One and Priority Level Two Service Failure occurring in the Month, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
- g) for any Priority Level Three Service Failures, a short description of the issue and the resolution date (actual or proposed);
- h) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- i) a rolling total of the number of Service Failures that have occurred over the past thirteen (13) Months;
- j) relevant particulars of any aspects of the performance by the Concessionaire which fail to meet the Requirements of the Contract; and
- k) such other details as the Grantor may reasonably require from time to time.

- 4.3. the Parties will consider and review the Management Information at the Delivery Board Meetings held in accordance with Schedule 12 (Governance and Reporting). In preparation for such meetings the current Management Information will be made available for access to Grantor by the Concessionaire not less than five (5) Working Days in advance of each meeting of the Delivery Board.
- 4.4. The Grantor will be entitled to raise any additional questions and/or request any further information regarding any Service Failure.
- 4.5. The Concessionaire will provide to the Grantor such supporting documentation as the Grantor may reasonably require in order to verify the level of the performance by the Concessionaire for any specified period.

Schedule 7 Annex 1 – KPI Measurement Methodologies and Service Levels

1. KPI 1 Meeting publishing requirements

1.1. KPI 1 Measurement methodology

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To measure the timeliness of publication against contractual requirements.	99% or more of Notices are published to the deadlines set out in Schedule 2 (Services Description).	All notice placers	Continuous	Monthly	The Concessionaire reports on all failures to publish or withdraw notices pre-publication and measures against the total number of notices published and the total number of notices withdrawn pre-publication.

1.2. KPI 1 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI1	Less than 95.9% of Notices are published to the deadlines set out in Schedule 2 (Services Description).	Between 96% and 97.9% of Notices are published to the deadlines set out in Schedule 2 (Services Description).	Between 98% and 98.9% of Notices are published to the deadlines set out in Schedule 2 (Services Description).	99% of Notices are published to the deadlines set out in Schedule 2 (Services Description).	Between 99.1% and 99.8% of Notices are published to the deadlines set out in Schedule 2 (Services Description).	99.9% or higher of Notices are published to the deadlines set out in Schedule 2 (Services Description).

2. KPI 2 Accuracy of notices published in all formats

2.1. KPI 2 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
Notices in The Gazette are published accurately so that Advertisers can trust that the information they submitted is accurately reflected in the Notice published regardless of submission method; and users can trust the information they find or receive, regardless of delivery format.	The Notice text received from the Advertiser for publication matches exactly: - the digitally signed version of the text stored in the XML store - the text rendered in HTML on the Gazettes' Website; - the text as it appears in PDF on the Gazettes' Website; - the Notice as it appears in any printed publication supplied to customers;	All users	Sample	Monthly and after all significant changes	10 (ten) Notices will be selected at random by the Grantor every month. 20 twenty) Notices to be checked every month for the next 6 months following any change to the Services that could impact on submission. Instances of these Notices will be taken from The Gazette API in the different formats specified by the Performance Standard and compared by the Concessionaire using tools to be agreed

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
	the Notice as data supplied in other supported formats through The Gazette API.				with the Grantor to compare the text in different formats. Any variations will be checked manually prior to being recorded. For the avoidance of doubt only Notices submitted electronically in full text (not variable data) will be included in the sample.

2.2. KPI 2 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 2	The Notice text received from the Advertiser for publication fails to match exactly the text in any of the published versions of the Notice as set out in the Performance Standard 5 (five) or more times.	The Notice text received from the Advertiser for publication fails to match exactly the text in any of the published versions of the Notice as set out in the Performance Standard between 2 (two) and 4 (four) times.	The Notice text received from the Advertiser for publication fails to match exactly the text in any of the published versions of the Notice as set out in the Performance Standard, in the sample taken, 1 (one) time.	The Notice text received from the Advertiser for publication exactly matches the text in all of the published versions, as set out in the Performance Standard, in the sample taken.	N/A	N/A

3. KPI 3 To measure the completeness of data enrichments of core notices

3.1. KPI 3 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To monitor that data enrichment for the notices set out in Schedule 2 (Services Description) is carried out effectively.	99% of any data enrichment are present in the published Notices as set out in Schedule 2 (Services Description).	All users	Sample	Monthly – 10 (ten) notices checked. For 6 months after any change to the Services that could impact on data enrichment of notices in print, online and in pdf – 20 (twenty) notices a month checked. Scored monthly for 6 months, and as required by the Grantor subsequently if there	10 (ten) Notices will be selected at random, across the range of Notices as set out in the Performance Standard, by the Grantor every month and checked by the Concessionaire against the elements that are enriched and relevant to the notice type selected. Following any change to the enrichment services provided by the

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
				are KPI failures that need monitoring. Monthly reporting with Quarterly scoring, and after any change to the Services which impacts of data enrichment as required by the Grantor subsequently if there are KPI failures that need monitoring.	Concessionaire, the volume of notices checked will increase to 20 (twenty) Notices for the following six (6) months or for as long as the Grantor requires if there are KPI failures that need monitoring.

3.2. KPI 3 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 3	Less than 95% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched.	Between 95.1% and 98.9% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched.	Less than 99% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched.	99% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched.	99.5% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched	99.9% of the mandated Data Elements in Notices identified by the Parties for testing are correctly identified and enriched

4. KPI 4 The effective maintenance of the Services

4.1. KPI 4 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To measure delivery against the approved Annual Maintenance Plan	Between 85% and 98.9% of the approved Annual Maintenance Plan targets are met to the satisfaction of the Grantor.	All users and the Grantor	Measured against quarterly points score target.	Reported monthly and quarterly and evaluated annually.	Each target to be allocated a points score ranked by degree of challenge (5 = high, 3 = medium, 1 = low), with a quarterly points target set out in the approved Annual Maintenance Plan. Progress will be evaluated against the quarterly points target.

4.2. KPI 4 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 4	55.9% or less of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required.	Between 56% and 66.9% of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required.	Between 65% and 84.9% of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required.	Between 85% and 98.9% of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required.	Between 99% and 99.9% of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required.	100% of the approved Annual Maintenance Plan quarterly points target is delivered on time and to the quality required. The Concessionaire has also undertaken additional maintenance activity beyond the scope of the plan.

5. KPI 5 The security of the Services

5.1. KPI 5 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To identify and mitigate risks the security of the Services.	All crucial, high and medium issues from the annual penetration test are notified and addressed as set out in Schedule 5 (Security Management) Section 7 i.e.: - Medium issues 3 months - High issues 1 month - Critical issues 7 working days 75 – 84% of low risk issues on track against delivery targets approved by the Grantor	All and the Grantor	Annual	Annually following the annual penetration test	The penetration test report gives absolute figures for Medium, High and Critical issues. The Concessionaire will be measured against the timeframes set out in the Performance Standard.

5.2. KPI 5 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 5	1 (one) or more critical issue not resolved, 3 (three) or more high issues not resolved, 2 (two) or more medium issues not resolved, 49% percent or less of low risk issues on track against delivery targets approved by the Grantor	All critical issues resolved, 2 (two) high issues not resolved, 1 (one) medium issue not resolved, 50 – 59% of low risk issues on track against delivery targets approved by the Grantor	All critical issues resolved, 1 (one) high issue not resolved, all medium issues resolved, 60 – 74% of low risk issues on track against delivery targets approved by the Grantor.	All critical and high issues resolved, all medium issues resolved, 75 – 84% of low risk issues on track against delivery targets approved by the Grantor.	All critical and high issues, all medium issues resolved, 85 – 99% of low risk issues on track against the delivery targets approved by the Grantor.	All critical and high issues resolved. all medium issues resolved and all low risk issues on track against the delivery targets approved by the Grantor.

6. KPI 6 The availability of the Services and key component parts of the Services

6.1. KPI 6 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
Monitoring the availability of the Services and key component parts of the Services	www.thegazette.co.uk and key component parts of the Services are available and fully functional 99.9% of the time during working hours (Monday – Friday, 8:00 a.m. to 8:00 p.m., excluding public holidays in England and Wales and agreed downtime), and 99.5% overall.	All users	Event	Monthly	The results of regular automated polling of the key component parts and www.thegazette.co.uk . Known outages will be factored in using log files provided as part of the incident report. Outages caused by factors fully outside of the Concessionaire's control (e.g. loss of service provision by an ISP), will be excluded from the calculation by the Grantor, if the Concessionaire can demonstrate they took all reasonable steps to prevent or mitigate the outage.

6.2. KPI6 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 6	www.thegazette.co.uk and key component parts of the Services are available and fully functional less than 95% of the time.	www.thegazette.co.uk and key component parts of the Services are available and fully functional less than 96% of the time.	www.thegazette.co.uk and key component parts of the Services are available and fully functional less than 99.5% of the time (99.9% during working hours).	www.thegazette.co.uk and key component parts of the Services are available and fully functional 99.9% of the time during working hours (Monday – Friday, 8:00 a.m. to 8:00 p.m., excluding public holidays and agreed downtime), and 99.5% overall.	www.thegazette.co.uk and key component parts of the Services are available and fully functional 99.9% of the time during working hours (Monday – Friday, 8:00 a.m. to 8:00 p.m., excluding public holidays and agreed downtime), and 99.8% overall.	www.thegazette.co.uk and key component parts of the Services are available and fully functional 99.9% of the time during working hours (Monday – Friday, 8:00 a.m. to 8:00 p.m., excluding public holidays and agreed downtime), and 99.9% overall.

7. KPI 7 The management of incidents

7.1. KPI 7 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
Assessing the management of serious incidents that impact on users of The Gazette services.	All Priority 1 (one) and Priority 2 (two) incidents are resolved by the Concessionaire to the satisfaction of the Grantor and to the timelines set out in Schedule 7 Table 1.	All users	Event and report	Monthly	Measured against the timelines set out in Schedule 7 Table 1.

7.2. KPI 7 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 7	1 x P1 and or 3 (three) or more P2 Service Failures are not resolved to the satisfaction of the Grantor and/or to the deadlines set out in Table 1 of Schedule 7.	All P1 Service Failures are resolved to the satisfaction of the Grantor and to the deadlines set out in Table 1 of Schedule 7 but 2 x P2 Service Failures are not resolved to the satisfaction of the Grantor and/or to the deadlines set out in Table 1 of Schedule 7	All P1 and P2 Service Failures are resolved to the satisfaction of the Grantor and to the deadlines set out in Table 1 of Schedule 7 but 1 x P2 2 Service Failure is not resolved to the satisfaction of the Grantor and/or to the deadlines set out in Table 1 of Schedule 7	All P1 and P2 Service Failures are resolved to the satisfaction of the Grantor and to the deadlines set out in Table 1 of Schedule 7. Incident reports are as set out in paragraph 3.7 of Schedule 7.	All P1 and P2 Service Failures are resolved to the satisfaction of the Grantor and to the deadlines set out in Table 1 of Schedule 7. Full incident reports are of a very high standard – the quality of diagnosis is good, the solution implemented is effective and likely to reduce the likelihood of re-occurrence	All Priority Level 1 and Priority Level 2 Service Failures are resolved to the satisfaction of the Grantor and to the deadlines set out in Table 1 of Schedule 7. Full incident reports are of a very high standard – the quality of diagnosis is good, the solution implemented is effective and likely to reduce the likelihood of re-occurrence. Interim reports were clear and useful.

8. KPI 8 Notice placer satisfaction with The Gazette

8.1. KPI 8 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To measure notice placer satisfaction with the service they receive.	Between 70 and 79.9% of notice placers are very satisfied or satisfied with the service they receive.	All notice placers	Annual survey	Annual from contract start date	Annual survey asks notice placers if they are very satisfied, satisfied, neither satisfied or dissatisfied, dissatisfied, or very dissatisfied with The Gazette, with a comments box to provide any feedback.

8.2. KPI 8 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 8	59.9% or less of notice placers are very satisfied or satisfied with the service they receive.	Between 60 and 64.9% of notice placers are very satisfied or satisfied with the service they receive.	Between 65 and 69.9% of notice placers are very satisfied or satisfied with the service they receive.	Between 70 and 79.9% of notice placers are very satisfied or satisfied with the service they receive.	Between and 80 and 89.9% of notice placers are very satisfied or satisfied with the service they receive.	More than 90% of notice placers are very satisfied or satisfied with the service they receive.

9. KPI 9 Satisfaction with The Gazette website

9.1. KPI 9 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To measure user satisfaction with The Gazette website	For the first 18 months of the Contract Term, at least 60% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, between 70 and 79.9% of website users are very satisfied or satisfied with the service they receive.	All website users	Survey	Annual from the contract start date	Annual survey asks users if they are very satisfied, satisfied, neither satisfied or dissatisfied, dissatisfied, or very dissatisfied with The Gazette, with a comments box to provide any feedback.

9.2. KPI 9 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 9	For the first 18 months of the Contract term 49.9% or less of website users are very satisfied or satisfied with the service they receive. After the first 18 months, 59.9% or less of website users are satisfied or very satisfied with the service they receive.	For the first 18 months of the Contract Term between 50 and 54.9% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, between 60% and 64.9% of website users are satisfied or very satisfied with the service they receive.	For the first 18 months of the Contract Term between 55 and 59.9% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, between 65 and 69.9% of website users are satisfied or very satisfied with the service they receive.	For the first 18 months of the Contract Term, at least 60% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, between 70 and 79.9% of website users are very satisfied or satisfied with the service they receive.	For the first 18 months of the Contract Term Between and 70 and 79.9% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, 80% and 89.9% of website users are satisfied or very satisfied with the service they receive.	For the first 18 months of the Contract Term More than 80% of website users are very satisfied or satisfied with the service they receive. After the first 18 months, more than 80% of website users are satisfied or very satisfied with the service they receive.

10. KPI 10 The management of The Gazette Business

10.1. KPI 10 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To monitor the delivery of business targets set out in the approved Annual Business Plan.	Between 60% and 69% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	The Grantor	Will vary according to each target – measures to be included in the Annual Business Plan	Monthly reporting with quarterly review and annual assessment	MI provided by the Concessionaire will be presented at the Delivery Board and targets will be formally reviewed on a quarterly basis (as green/amber/red) and scored annually in December of each contract year, against the measurements set out in the Business Plan.

10.2. KPI 10 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
The management of The Gazette business	Less than 20% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	Between 21% and 39% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	Between 40% and 59% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	Between 60% and 69% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	Between 70% and 79% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.	Between 80% and 100% of the business targets set out in the approved Annual Business Plan are met to the satisfaction of the Grantor.

11. KPI 11 Monitoring the Concessionaire's compliance with court orders

11.1. KPI 11 Measurement methodologies

Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Method of measurement
To monitor the Concessionaire's compliance with the requirements of court orders	100% of court orders requiring action by the Concessionaire are complied with accurately and to the deadlines set out in the court order and compliance is reported to the Grantor	Data subjects	Event	Monthly	MI provided by the Concessionaire will be presented at the Delivery Board stating the date court orders were received, the action required, and the date complied with

11.2. KPI 11 Service levels

Key Performance Indicator	Service Level - across the year					
	C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
Monitoring the Concessionaire's compliance with court orders	One or more court order requiring action by the Concessionaire are not complied with accurately and to the deadlines set out in the court order and compliance is not reported to the Grantor	N/A	N/A	100% of court orders requiring action by the Concessionaire are complied with accurately and to the deadlines set out in the court order and compliance is reported to the Grantor	N/A	N/A

Schedule 7 Annex 2 – Targets and Sub Targets

1. Targets and Sub Targets for the Contract Term

1.1. Table 1: The Concessionaire will deliver the Targets and Sub Targets set out in Table 1 over the Contract Term. Measurement methodologies and key deliverables will be agreed during the Implementation Period, as set out in Schedule 3 (Implementation Period).

No	Target	Horizon
M1	Deliver a website that is accessible, conforming to WCAG2.1 as the law requires	2
M1.1	Make it easier to place notices digitally	1
M1.2	Make Gazette content and data easier to discover, search and navigate	1
M2	Provide good stewardship of The Gazette, leaving the concession stronger in five years	2
M2.1	By the end of the contract term, The Gazette Technical Platform is an exemplar for other digital platforms, and deploys technologies that will ensure it can be used for another five years and beyond	2
M2.2	More people are using The Gazette archive of notices and data	1
M3	Transform The Gazette data service by improving the quality of the data and widening its re-use	1
M3.1	The enrichment of The Gazette data is improved in line with identified user needs	1
M3.2	The Gazette data is more widely used	1
M4	The Gazette is a source of trusted evidence that can be used in a court of law.	2

M4.1	Provenance is better managed in line with C2PA technical specifications and guidance	2
M4.2	Provenance information is more effectively presented online and to data re-users	2
M5	Seize the opportunities in the age of Artificial Intelligence	3
M3.1	Create an AI strategy for The Gazette which is compliant with TNA's Corporate AI policy and the Government AI policy	1
M3.2	Implement the strategy to support the delivery of priority targets.	3

1.2. Targets and Sub Target Horizons must be approved by the Grantor and timeframes for Horizon delivery are as set out below:

1.2.1. Horizon 1 means completion to the satisfaction of the Grantor in years 1 (one) or 2 (two) of the contract term.

1.2.2. Horizon 2 means completion to the satisfaction of the Grantor in years 2 (two), 3 (three) or 4 (four) of the contract term.

1.2.3. Horizon 3 means completion to the satisfaction of the Grantor in years 4 (four) or 5 (five) of the contract term.

1.3. If the Concessionaire wishes to change the approved Horizon date for any Target or Sub Target, it must do so in writing, producing a paper for the Strategy Board for the Grantor's consideration, which sets out the rationale for the proposed change and the revised Horizon date.

Schedule 8

Pricing

1. Definitions

1.1. For the purposes of this Schedule 8, the following terms will have the meanings referred to below:

"Entity(ies)"	means a natural person, corporate, statutory or unincorporated body (whether or not having separate legal personality).
"Event(s)"	means one (1) item or activity including (but not limited to) an appointment, meeting, resolution, giving of notice, dividend, winding up petition, public examination, notice to creditors, missing will, missing beneficiary, one application for permission to erect one wind turbine, one application for a single licensed premise, notice of a corporate takeover, an appointment of a 'Deputy Lieutenant'. For the avoidance of doubt: two (2) or more Events of the same type will be considered to be two (2) or more separate Events. For example, when an Advertiser places one (1) Notice for a series of meetings, each meeting will be a separate Event; an Event of the same type relating to two (2) or more Entities will be considered to be two (2) or more separate Events. For example, when an Advertiser places one for the appointment of an individual as director of three (3) different companies, each appointment will be a separate Event; and two (2) or more Events that are different in type but are connected by virtue of a legal or non-legal process, will be considered to be two (2) or more separate Events. For example, when an Advertiser places one (1) Notice for a corporate insolvency in accordance with Insolvency Rules that involves a series of Events, each Event will be a separate Event.
"+"	means addition. For the avoidance of doubt "A + B" means "A plus B".
"-"	means subtraction. For the avoidance of doubt "A - B" means "A minus B".

"**"	means multiplication. For the avoidance of doubt "A * B" means "A multiplied by B".
"/"	means division. For the avoidance of doubt "A / B" means "A divided by B".
"INT"	is the integer function, used for example in Microsoft Excel, which rounds a number down to the nearest whole integer value.
"MOD"	is the modulus function, used for example in Microsoft Excel, which takes two parameters: a number (N); a divisor (D). The result of the function is to return any whole number remainder (R) when the number (N) is divided by the divisor (D). For the avoidance of doubt $R = \text{MOD}(N, D) = N - D * \text{INT}(N/D)$.
"IF"	is the conditional function, used for example in Microsoft Excel, which takes three parameters: a condition; the result when the condition is true; the result when the condition is false.
"E"	is the Number of Events.
"P3"	is the price for 6 to 10 Events.
"P2"	is the price for 2 to 5 Events.
"P1"	is the price for 1 Event.
"E3"	is $((E - \text{MOD}(E, 10)) / 10) + (((E - (((E - \text{MOD}(E, 10)) / 10) * 10)) - \text{MOD}(E - (((E - \text{MOD}(E, 10)) / 10) * 10), 6)) / 6)$. E3 is, for the avoidance of doubt, the number of Events to be charged at the price rate for 6 to 10 Events (P3).
"E2"	is $\text{IF}(E - (E3 * 10) > 0, \text{IF}(\text{MOD}(E, 10) = 1, 0, 1), 0)$. E2 is, for the avoidance of doubt, the number of Events to be charged at the price rate for 2 to 5 Events.

"E1"	is IF(MOD(E,10)=1,1,0). E1 is, for the avoidance of doubt, the number of Events to be charged at the price rate for 1 Event.
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2. Introduction

2.1. This Schedule details the prices to be charged by the Concessionaire to Advertisers placing Notices in The Gazette.

2.2. All prices are exclusive of VAT. VAT will be applied where applicable.

2.3. The Concessionaire's pricing proposal (including discounts) for the Contract Start Date until 1 January 2030 requires the approval of the Grantor.

3. Pricing and pricing review

3.1. The Concessionaire recognises and accepts that, when considering pricing for the Services, the Grantor follows HM Treasury's rulebook, Managing Public Money.

3.2. The Grantor's policy is to ensure that prices are competitive (having regard to comparable services in the market), transparent and non-discriminatory.

3.3. The Concessionaire will propose pricing changes to the Grantor by no later than November of each Contract Year during the Term, the new prices to come into effect from the 1st (first) January the following year.

3.4. 3.4 The Concessionaire will ensure that public sector Advertisers placing Mandatory or State Notices are not charged if they submit a notice electronically (for example, using web forms, or XML).

3.5. Where public sector Advertisers use non-electronic submission routes to place Mandatory or State Notices, the Concessionaire will significantly discount standard charges as agreed with and approved by the Grantor.

3.6. For all other Advertisers, the Concessionaire may propose a price increase for each Contract Year during the Term.

3.7. The Concessionaire's pricing proposal will include prices for 1 Event, 2-5 Events and 6 – 10 Events and will explain the formulas underpinning the proposed charging for multiple Events. For the avoidance of doubt the intention of this Paragraph 3.7 is to avoid the possibility of Advertisers combining Notices to avoid full payment for multiple Events and not to enable the Concessionaire to charge more for longer Notices.

3.8. The Grantor will review and approve prices for each Contract Year commencing 1 January, by the previous 31 November. The Concessionaire will present the new prices to the Strategy Board prior to 31 November of each Contract Year, and if these prices are not approved by the Grantor, will submit revised prices for the Grantor's review and approval.

3.9. For non-Notice related pricing, the Concessionaire will propose pricing for the approval of the Strategy Board, setting out the nature of the proposal, and an explanation supported by evidence of:

- a) the market research which has been conducted to validate the proposed pricing proposal;
- b) the indices used;
- c) how the pricing proposal compares to the pricing of similar products/services provided by competitors;
- d) any proposed discounts, what the discount is, and who for; and
- e) the likely impact on the financial return to the Grantor.

- 3.10. When an Advertiser places one Notice relating to more than one Event for publication in The Gazette, the Concessionaire will charge the Advertiser for a Notice on a per Event basis calculated using the formula in Paragraph 3.11.
- 3.11. The price for placing a Notice will be $(P1 * E1) + (P2 * E2) + (P3 * E3)$, where the values for P1, P2 and P3 are as set out in the tables in Paragraph 5.
- 3.12. Charges for Notices requiring re-publication in The Gazette that are requested due to an error on the part of the Advertiser will be charged on the same basis as the original Notice.
- 3.13. Any Re-insertions will be made without charge to the Advertiser and any necessary compensation payment will be met by the Concessionaire where a Re-insertion is required due to an error on the part of the Concessionaire.
- 3.14. All prices, and price increases, proposed by the Concessionaire under this Schedule 9 (Pricing) require the approval of the Grantor before they can be implemented by the Concessionaire.

4. Examples of Notice Types and Events

- 4.1. The following table provides examples of Notice types and Events:

Notice Type	Example of Event
Corporate Insolvency Notices	Appointment Meeting Resolution Notice Dividend Winding up petition One director re-using prohibited name Moratorium One cross-border insolvency Annual liquidation meeting Court case Winding up order Release of liquidator Service of petition Annual meeting

Personal Insolvency Notices	Appointment Public examination Dividend Statutory demand Administration order Amendment of title proceedings Meeting of creditors Annulment of proceedings Application for discharge Release of trustees Discharge order Order annulling, revoking or rescinding orders
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State Notices	Appointment of deputy lieutenants Specification for a single coin Appointment to a rank within an order Appointment to a role Petition Private Bill Bill receiving Royal Assent Marriage Act registration or cancellation
Deceased Estates Notices	Notice to creditors Missing will Missing beneficiaries Change of name
Public Notices	A company applying for permission to erect one wind turbine A traffic order
Licensing Notices	Application for a single licensed premise
Other legal Notices	Notice of a corporate takeover made under Section 978(1) Companies Act 2006 Ownership of a single partnership Transfer of ownership Pre-emption offer Redemption or purchase of shares Company restored to the register Disclaimer Notice to pension fund creditors Insolvency practitioner application Status change for a European economic interest group Meeting of creditors Status change for a building society, friendly society or industrial and provident society Petition to transfer business

5. Discounts

5.1. The discounts referred to in Paragraph 3 are set out in the table below. Any other discounts, for specific advertisers, should be notified by the Concessionaire to the Grantor as part of the annual pricing review, for approval.

	Notice Charges to Advertisers			
	Public Sector placing Mandatory Notices or State Notices		All Other Advertisers	
<i>Notice Submission Method</i>	Electronic	Non- Electronic	Electronic	Non- Electronic
<i>Notice Type</i> <i>Basis of Charge</i>	UK£	UK£	UK£	UK£
Corporate Insolvency				
1 Event (P1)	0.00	24.60	92.20	125.80
2 – 5 Events (P2)	0.00	49.20	184.40	251.60
6 – 10 Events (P3)	0.00	73.80	276.80	377.40
Personal Insolvency				
1 Event (P1)	0.00	24.60	92.20	125.80
State Notices				
1 Event (P1)	0.00	24.60	92.20	125.80
2 – 5 Events (P2)	0.00	49.20	184.40	251.60
6 – 10 Events (P3)	0.00	73.80	276.80	377.40

Notice Charges to Advertisers				
	Public Sector placing Mandatory Notices or State Notices		All Other Advertisers	
	Electronic	Non- Electronic	Electronic	Non- Electronic
<i>Notice Submission Method</i>				
<i>Notice Type</i> <i>Basis of Charge</i>	UK£	UK£	UK£	UK£
Deceased Estates				
1 Event (P1)			92.20	125.80
Public Notices				
1 Event (P1)	0.00	24.60	92.20	125.80
2 – 5 Events (P2)	0.00	49.20	184.40	251.60
6 – 10 Events (P3)	0.00	73.80	276.80	377.40
Other Legal				
1 Event (P1)	0.00	24.60	92.20	125.80
2 – 5 Events (P2)	0.00	49.20	184.40	251.60
6 – 10 Events (P3)	0.00	73.80	276.80	377.40

Schedule 9

Royalties, payments and invoicing

1. Definitions

1.1. For the purpose of this Schedule 9, the following terms will have the meanings referred to below:

“Gross Annual Revenue Received”	means all gross revenue received, or due to be received, by the Concessionaire during the Contract Year from the Services.
“Gross Quarterly Revenue Received”	means all gross revenue received, or due to be received, by the Concessionaire for the Quarter from the Services.
“Quarterly Royalty Payment(s)”	means the payments to the Grantor as set out in Paragraph 3.2 of this Schedule.
“Quarter”	means the following periods in each Contract Year during the Term: 1 October to 31 December 1 January to 31 March 1 April to 30 June 1 July to 30 September
“Quarter Day”	means 1 January, 1 April, 1 July and 1 October of each Contract Year during the Term.

2. Introduction

- 2.1. This Schedule details the Quarterly Royalty Payments to be paid by the Concessionaire to the Grantor, the method of calculation and the frequency of payment, and the requirement for Open Book Accounting.
- 2.2. All payments are expressed exclusive of VAT. VAT will be applied where applicable.
- 2.3. Interest on late payment will be charged at a rate of 3% above the Bank of England Base Rate per annum calculated on the relevant outstanding sum.

3. Payment to Grantor

- 3.1. In consideration of the rights granted to the Concessionaire under this Contract the Concessionaire agrees to pay the Grantor Quarter Royalty Payments and the Royal Succession Publication Royalty Payment as set out in this Schedule.
 - 3.2. Subject to Clause 52.4, within fourteen (14) working days after a Quarter Day, the Concessionaire will confirm to the Grantor the Gross Quarterly Revenue Received for the previous quarter, and the Quarterly Royalty Payment due to the Grantor for the previous quarter and any Royal Succession Publication Royalty Payment as set out in Table E in this Schedule, due to the Grantor for the previous quarter.
 - 3.3. Subject to Clause 52.4, no later than thirty (30) calendar days following receipt of an invoice from the Grantor at the end of every Quarter during the Term, the Concessionaire will pay to the Grantor [text redacted].
 - 3.4. By 30 September of each Contract Year during the Term, the Concessionaire will provide to the Grantor a forecast of the Royalty payments due, based on the on the total Gross Annual Revenue Received, or forecast to be received, by the Concessionaire for the Services for that Contract Year.
 - 3.5. [text redacted].
 - 3.6. [text redacted].
 - 3.7. [text redacted]
- [table redacted]

3.8. The Concessionaire will keep and preserve for not less than 7 (seven) years following the end of each financial year during the Term, accurate records and invoices covering all Royalty payments made to the Grantor. The Grantor and/or its representatives will be entitled, during the Term and for 7 (seven) years after the expiration of this contract upon reasonable notice at its expense, to inspect such records and to take extracts and copies from them for the purpose of verifying any statement delivered to the Grantor by the Concessionaire. If any inspection demonstrates an underpayment by the Concessionaire, the costs incurred by the Grantor in carry out such inspection will be reimbursed by the Concessionaire forthwith together with the full amounts underpaid. In the event that such inspection demonstrates an overpayment of Royalties to the Grantor, the Concessionaire will not be entitled to be reimbursed by the Grantor for the amount(s) overpaid.

4. Value Added Tax

- 4.1. The Concessionaire will pay to the Grantor VAT on the Quarterly Royalty Payments at the rate and in the manner prescribed by Law from time to time.
- 4.2. VAT, where applicable, will be shown separately on all invoices at a strictly net extra charge.
- 4.3. The Concessionaire will, if so requested by the Grantor, furnish such information as may be reasonably required by the Grantor as to the amount of VAT chargeable on the Quarterly Royalty Payments.

PART A – GOVERNANCE**1. Introduction**

1.1. This Part A describes the procedures that will be used to manage the relationship between the Grantor and the Concessionaire under this Contract during the Term and oversee the Concessionaire's management of the Services.

2. Establishment of the Boards

2.1. Boards will be established under this Contract on which both the Concessionaire and the Grantor will be represented.

3. The Strategy Board

3.1. The Strategy Board will:

- a) Evaluate delivery against the requirements set out in Schedule 3 (Implementation Period).
- b) Evaluate the Concessionaire's delivery against Targets, as set out in Schedule 7 (Performance management and service levels), on a quarterly basis.
- c) Agree and approve when a Service Assessment is required, and have strategic oversight of the outcomes and impacts of Service Assessments.
- d) Review and approve the Concessionaire's Technical Review(s).
- e) Review and approve Rectification Plan(s) if required, and review delivery against the approved Rectification Plan(s).
- f) Review and approve the Concessionaire's Annual Maintenance Plan.
- g) Review and approve the Concessionaire's Annual Business Plan for The Gazette and have strategic oversight of revenue returns against budgets and forecasts.
- h) Have strategic oversight of compliance with Schedule 5 (Security Management); Schedule 6 (Business Continuity and Disaster Recovery); and Schedule 8 (Pricing) on an annual basis.
- i) Have strategic oversight of the Concessionaire's risk register for the Services, reviewing key risks annually and when there are changes that require review.

- j) Review proposes price increases, annually – Strategy Board approval is required before any price changes can be actioned.
- k) Have strategic oversight of stakeholder engagement for key notice placers, including a review of issues and risks.
- l) Review (by exception) delivery against KPIs as set out in Schedule 7 (Performance Management and Service Levels), on a quarterly basis.
- m) Provide senior level, strategic guidance and leadership for The Gazette on matters that may impact on the delivery and development of the Services.
- n) Be the point of escalation from the Delivery Board; and consider and resolve disputes escalated to the Strategy Board, in accordance with Schedule 14 (Dispute Resolution).

4. The Delivery Board

4.1. The Delivery Board will be responsible for monitoring delivery against approved Plans, Targets and Sub Targets; assessing compliance with security management and business continuity and disaster recovery management requirements, risk and incident management. The role and function of the Delivery Board is more particularly set out in Paragraphs 4.2 below.

4.2. The Delivery Board will:

- a) Monitor the operational delivery of the requirements set out in Schedule 3 (Implementation Period).
- b) Monitor progress against the delivery of Targets and Sub Targets.
- c) Monitor delivery of Rectification Plan(s) if required.
- d) Monitor the delivery of KPIs.
- e) Monitor delivery of the Annual Maintenance Plan.
- f) Monitor delivery of the Annual Business Plan for The Gazette.
- g) Monitor compliance against security management requirements and Business Continuity and Disaster Recovery requirements.
- h) Monitor stakeholder engagement for key public sector and State notice placers.
- i) Review the outcomes and recommendations arising from user testing and user research.

- j) Monitor and review complaints that are at Stage 4 of the Complaints Procedure as described in Schedule 2 (Services Description) and escalate as required and as set out in the Concessionaire's complaints procedure.
- k) Review incident reports and discuss any actions taken or required.
- l) Review the risk register that the Concessionaire will produce maintain.
- m) Review the Concessionaire's quarterly report to the Strategy Board before it is circulated to the Strategy Board.
- n) Be accountable to the Strategy Board for the operational oversight of the Services and for the senior management of the operational relationship between the Parties;
- o) Provide insight and direction on policy issues such as data protection and freedom of information; and
- p) Consider and resolve disputes in the first instance and if necessary escalate the dispute to the Strategy Board as per Schedule 14 (Dispute Resolution).

5. Board Structure and Representation

5.1. Paragraphs 6 and 7 describe in relation to each Board:

- a) the Grantor's members of that Board;
- b) the Concessionaire's members of that Board;
- c) the frequency that the Board will meet (unless otherwise agreed between the Parties);
- d) the location of the Board's meetings; and
- e) the planned start date by which the Board will be established.

- 5.2. In the event that the Concessionaire wishes to replace any Board Member, the Concessionaire will notify the Grantor in writing of the proposed change for agreement by the Grantor (such agreement not to be unreasonably withheld or delayed). All Board Members put forward by the Concessionaire will be of suitable seniority and expertise.
- 5.3. Each Party will ensure that its Board Members will make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person will use all reasonable endeavours to ensure that:
- a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - b) that he/she is debriefed by such delegate after the Board meeting within a reasonable time.
- 5.4. A chairperson will be appointed by the Grantor for the Strategy Board and by the Concessionaire for the Delivery Board as identified in Paragraphs 3 and 4. The chairperson will be responsible for:
- a) scheduling Board meetings;
 - b) setting the agenda for Board meetings and circulating meeting paperwork to all attendees in advance of such meeting;
 - c) chairing the Board meetings;
 - d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

5.5. Board meetings will be quorate as long as at least two (2) representatives from each Party are present.

5.6. The Parties will ensure that all Boards will, as soon as reasonably practicable, resolve the issues and achieve the objectives placed before them. Each Party will use best endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

5.7. Decisions made by the Boards will require the agreement of both Parties represented on the Boards.

6. Strategy Board Representation and Structure

Grantor Members for Strategy Board	[text redacted], Digital Director [text redacted], Head of Legislation Services [text redacted], Research and Commercial Development Director [text redacted], Service Owner for The Gazette [text redacted], Service and Performance Manager [text redacted], Senior Management Accountant
Concessionaire Members for Strategy Board	[text redacted], TSO Chief Executive Officer [text redacted], Business Director [text redacted], Technology Director [text redacted], Group Account Director [text redacted], Product Director Other personnel as required and agreed
Start Date for Strategy Board meetings	February 2025
Frequency of Strategy Board meetings	Quarterly or as required

Location of Strategy Board meetings	As agreed between the Grantor and the Concessionaire
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7. Delivery Board Representation and Structure

Grantor Members for Delivery Board	[text redacted], Head of Legislation Services [text redacted], Service Owner for The Gazette [text redacted], Services and Performance Manager
Concessionaire Members for Delivery Board	[text redacted], Business Director, as required [text redacted], Technology Director, as required [text redacted], Group Account Director [text redacted], Product Director [text redacted], Head of Service Design Solutions Architect Account Manager Product Owner Research Manager Marketing Manager Product Experience Executive Content Manager Business Development Executive
Start Date for Delivery Board meetings	January 2025
Frequency of Delivery Board meetings	Monthly

Location of Delivery Board meetings	As agreed between the Grantor and the Concessionaire.
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PART B – REPORTING

1. Introduction

- 1.1. The Concessionaire will provide to the Grantor the reports and management information (MI) included in, but not limited to, those listed in Part B of this Schedule 10, in a format to be agreed with and approved by the Grantor.
- 1.2. For all reports, the Concessionaire will provide the underpinning management information in an Excel spreadsheet, with active formulas.
- 1.3. From time to time the Grantor may require the Concessionaire to provide to the Grantor reporting of additional information and/or at different intervals.
- 1.4. The Concessionaire will ensure that the MI and reporting it provides during the Term will be sufficient and adequate to enable the Grantor to decide whether any identified improvement or change should be implemented. The Concessionaire will provide any further information that the Grantor requests.

2. Reports to the Strategy Board

- 2.1. The Concessionaire will provide quarterly Strategy Board reports that will include, but not be limited to, the following:
 - 2.1.1. Executive summary:
 - a) Financial overview of revenue and investments against forecasts and budgets.
 - b) Targets and sub targets overview – highlighting key achievements, risks, points for discussion/approval.
 - c) A high-level overview of delivery against the Annual Business Plan, Annual Maintenance Plan, Technical Review focusing on key achievements, issues, risks, decisions, discussions or approvals required.
 - d) A high-level overview of Business-as-Usual operational delivery – focusing on key trends, P1/P2 incidents (if applicable) and a review (by exception) of delivery against KPIs as set out in Schedule 7 (Performance Management and Service Levels).
 - e) A summary of milestones due in the following quarter – for example Service Assessments, product launches, surveys.

2.1.2. Schedule 3 (Implementaton Period) overview: if there are any issues, risks, decisions or approvals required.

2.1.3. Targets and Sub Targets report:

- a) A report against the metrics as set out in Schedule 3 (Implementation Period) with analysis of planning and implementation, progress and likelihood of delivery for each Target.
- b) The Concessionaire's evidence against the delivery of Target – focused on delivery of metrics, outputs and outcomes, for the Grantor's consideration.
- c) Any issues, risks, decisions, discussions or approvals required.

2.1.4. Financial report:

- a) A breakdown of revenue for the whole business and broken down by key market sectors, with an analysis of trends, issues, risks and opportunities.
- b) A breakdown of investment spend against budget, with a breakdown of what the investment has been spent on year to date, broken down by month investment actual spend, with a forecast spend for the remainder of the contract Term.

- 2.1.5. Schedule 6 (Business Continuity and Disaster Recovery report: where applicable as set out in Schedule 6, formal compliance statements, including a summary of any issues, risks, decisions, discussions or approvals required.
- 2.1.6. Schedule 8 (Pricing): by November of each contract year, the Concessionaire's proposals for price increases, as set out in Schedule 8, for the Board's review. Price increases require Board approval before they can be implemented.
- 2.1.7. Stakeholder engagement summary report: a summary and analysis of engagement with key notice placers and stakeholders such as the Insolvency Service, Companies House, Central Chancery, highlighting any issues, risks, decisions, approvals or interventions required.

2.2. The Concessionaire will provide the following annual reports to the Strategy Board:

- 2.2.1. An annual review of delivery against Targets and Sub Targets: to include but not be limited to:
 - a) Evidence of its delivery against the Targets and Sub Targets as set out in Schedule 3 (Implementation Period) for the year in question, for the Grantor's review and evaluation.
 - b) Analysis of what has gone well and what has not gone well, lessons learned and actions required.
- 2.2.2. An annual review of delivery against the Annual Business plan: to include but not be limited to:
 - a) A review of actuals against forecast for revenue generation and Notice volumes.
 - b) The delivery of new products and services to the milestones set out in the plan.
 - c) Whether the targets set out in the Annual Business Plan were met.
 - d) Analysis of performance – what went well, what did not go well, lessons learned and actions required.

- 2.2.3. An annual review of delivery against the Annual Maintenance plan to include but not be limited to a high level summary of key maintenance activities carried out in the year with an analysis of their impact on service delivery.

3. Reports to the Delivery Board

- 3.1. The Concessionaire will provide monthly Delivery Board reports that will include, but not be limited to, the following).

- 3.1.1. Schedule 3 (Implementation Period): updates on progress, issues, points for discussion or decision.

- 3.1.2. Targets and Sub Targets:

- a) Work completed for each target or sub target during the reporting period, with a summary of impact – outputs and outcomes.
- b) Summary of metrics.
- c) Work planned for the next reporting period.
- d) Analysis of impacts of the work done to date – outputs and outcomes focused reporting.
- e) Updates on the delivery of Rectification Plan(s) (if required).
- f) Any issues or risks that need discussion by the Delivery Board or escalation to the Strategy Boards

- 3.1.3. Annual Maintenance Plan: an update on the delivery status of all annual maintenance plan targets, highlighting any issues or risks that need discussion or action by the Delivery Board or escalation to the Strategy Board.
- 3.1.4. Annual Business Plan: an update on the delivery status of all business plan targets, highlighting any issues or risks that need discussion or action by the Delivery Board or escalation to the Strategy Board.
- 3.1.5. Technical Review update: an update on the delivery status of all of the targets set out in the Technical Review, with a RAG status, highlighting any issues or risks that need discussion or action by the Delivery Board or escalation to the Strategy Board.
- 3.1.6. Compliance reporting: reporting as required to comply with the requirements of Schedule 5 (Security Management) and Schedule 6 (Business Continuity and Disaster Recovery).
- 3.1.7. Stakeholder engagement update: details of stakeholder engagement for key public sector and state notice placers in the reporting period and due in the next reporting period, with an analysis of outcomes, risks and issues, including any discussions, decisions or actions required.
- 3.1.8. User testing and user research update: a summary of recruitment plans, and outputs and outcomes, recommendations and actions from any user testing or user research carried out, personas.
- 3.1.9. Business as usual operational reporting:
 - a) A summary of KPI performance and trends for the reporting month and from the Contract Start Date, with any KPI failures and actions taken or proposed.
 - b) A summary of P1 and P2 incidents and incident reports with a review of any actions taken or required.
 - c) A summary of complaints that are at Stage 4 of the Complaints Procedure.
 - d) A review of the risk register – changes, or new or removed risks and mitigations.
 - e) A list of all Notices withdrawn post publication, highlighting any policy or practice issues.

- f) A high-level summary of operational information provided – particularly noting any significant variances, for example more notices placed than usual, more orders, more notices typeset than usual, higher number of web visits than usual.
- g) Change request information detailing the status of all open and new Change Requests (CRs) made in accordance with Schedule 15 (Change Control Procedure).
- h) A report on all court orders received, with the date received, the action required, and the date the court order was complied with.

4. Monthly financial reports

4.1. The following report should be sent to the Grantor's nominated finance contact, and to the Grantor's Delivery Board and Strategy Board members.

Title	Long-term Financial Plan (Annual update)
Description	A high-level financial plan which sets out the key financial targets and assumptions for the next five (5) years.
Information to be included but not limited to	The high-level financial plan will be refreshed annually and include commentary which explains progress against the agreed five (5) year financial targets detailed in Schedule 10 (Royalties, Payments and Open Book Accounting). Information should include: • revenue and volume targets; • direct and indirect costs; • a summary of investment plans for the upcoming year; and • the projected return for the Grantor.
Frequency	Annually from Commencement Date in September of each contract year, with re-forecasts as required by the Grantor.

4.2. The following report will be reviewed and signed off annually by the Delivery Board.

Title	Budget
Description	A detailed annual budget pack relating to the Services.
Information to be included	The budget pack will include:

but not limited to	• A profit and loss summary, which compares the full year budget to the latest forecast, or actual performance, for the prior year. Information should include high-level revenue, direct cost, indirect cost and investment information plus the target payment to the Grantor. • A revenue summary which shows the budget broken down by existing Notice category or new product, service or Notice type. Information should include key assumptions such as budgeted volumes and prices, with comparisons against the latest full year forecast or actual performance for the prior year. In addition, a second view of the revenue budget which provides the same information but with a geographical view (i.e. by jurisdiction). • A cost summary which shows the budget broken down by key cost type e.g. direct staff, software, hardware, print publication, investment and other, with comparisons against the latest forecast, or actual performance, for the prior year. • A twelve (12) Month phased view of the profit and loss, including revenue broken down by Notice type, which shows the budget by Month.
Frequency	Annually from Commencement Date.

5. Monthly financial report

5.1. From Commencement Date, the following report should be available within fourteen (14) Working Days from the end of the calendar Month. It will be used by the Delivery Board and the Grantor's finance team to monitor and review financial performance against current year targets.

Title	Monthly Financial Information Report
Description	Detailed financial information relating to the Services, in one Excel spreadsheet with formulas and the following information provided as separate tabs.
Information to be included	1. Profit and loss (P&L) actuals for the Term, for revenue, operating costs, planned investments, payments to Grantor.

but not limited to	2. Revenue year to date (YTD) for the Term for all market sectors, products and services. 3. P&L summary for the current month and YTD to include variance against the previous year by month and YTD for existing and new business, operating costs, investment and payments to Grantor. 4. Revenue performance for the current month and YTD to include variance against the previous year by month and YTD for existing and new business by market sector and by product and service, including standard deviation analysis. 5. Volume performance for the current month and YTD to include variance against the previous year by month and YTD for existing and new business by market sector and by product and service, including standard deviation analysis. 6. Electronic/non-electronic, statutory/non-statutory, public/private analysis of current volumes by month and year to date by market sector, with revenue. 7. Geographic revenue performance by month and YTD broken down by market sector and by London, Belfast and Edinburgh Gazette, showing actual, budget, previous year's figures, and budget variance by month and YTD. 8. P&L actuals per month showing revenue, operating costs, planned investment, payments to Grantor 9. P&L budget by month for the year for existing and new business, by revenue, operating costs, planned investments and payments to Grantor. 10. P&L budget variance by month showing revenue, operating costs, planned investments and payments to Grantor. 11. Phased contract budget with price increase by month and YTD by market sector and product/service, for new and existing business. 12. Data feeds by London, Belfast and Edinburgh Gazette and value.
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	13. Top customers, by name, listing the type of Gazette notice placed, the total number of notices placed and the percentage of the total, by Advertisers and by notice type. 14. Revenue YTD actuals by month and YTD for notices and products and services. 15. Volume YTD actuals by month and YTD, by market sector broken down into private electronic/non-electronic, public electronic/non-electronic, statutory and non-statutory. 16. Geographic Revenue YTD actuals, monthly and YTD, by market sector and London, Belfast and Edinburgh Gazette.
Frequency	Monthly from Commencement Date.

6. Incident reporting

6.1. The Concessionaire will produce an interim incident report following report within two (2) Working Days of a Priority Level One or Priority Level Two incident being resolved, and a full incident report to a date agreed with the Grantor (dependent on the complexity of the issue), with a monthly summary (to be included in the monthly operational report) and an annual summary.

Title	Incident Reporting for Service Failures
Description	Completed full incident reports for all Priority Level One Service Failures, and for Priority Level Two Service Failures should be submitted to the incident reporter and the members of the Delivery Board as detailed in Part A of this Schedule 12, to include: • Incident report number • Report date • Resolution date agreed with and approved by the Grantor • Written by • Reported by • Reported to • Concessionaire's reference number • Priority level

	• Indication of whether a full or interim report • Incident date • Incident time • Fix date • Fix time • Description of the causes of the incident and the actions taken to resolve the incident • Service(s) and Users affected and impact • Lessons learned / actions implemented • Likelihood of re-occurrence (low, medium, high) • Next steps • Additional comments and observations Interim Incident Reports should be received within 2 (two) Working Days of the Incident and should contain (at a minimum): • Incident date • Incident time • Who was notified and when • Workaround solutions implemented and when by • An overview of the likely impact of the incident for users and customers • A summary of any customer or user feedback received • Your initial thoughts on diagnosis and cause • Next steps
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7. Contract change summary report

7.1. The Concessionaire will provide the following report annually from the Commencement Date.

Title	Contract Change Summary Information
Description	Information detailing all agreed Changes to the Contract made in accordance with Schedule 15 (Change Control Procedure).
Information to be included	• Change control note number. • Brief description of a change or Variation.

but not limited to	• Date signed.
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8. Other information and reports

Title	Concessionaire's Annual Report
Description	Standing provision of Annual Reports
Information to be included but not limited to	• Two copies of the annual report including full audited accounts of the supplier provided no later than one month after the sign off of the accounts.
Frequency	Annually from Commencement Date.

Title	Other Information Requirements
Description	Information to be supplied on request
Information to be included but not limited to	• Any additional information held by the Concessionaire in relation to the Services under the contract required by the Grantor subject to one (1) Month's notice of such a requirement, or as otherwise agreed. • Any amendments to the format in which the information is provided subject to one (1) Month's notice, or as otherwise agreed.
Frequency	As required from Commencement Date.

9. Monthly management information required

9.1. For all management information the Concessionaire will provide the underlying data, with active formulas where relevant, in a format to be agreed with the Grantor.

9.2. For Targets and Sub Targets:

9.2.1. As set out in Table 1 Schedule 3 (Implementation Period) there are 5 high level strategic Targets and Sub Targets (**M1**, M1.1, M1.2; **M2**, M2.1, M2.2, M2.3; **M3**, M3.1, M3.2; **M4**, M4.1, M4.2; **M5**, M5.1 and M5.1), with a series of suggested additional actions to help evidence delivery against Targets and Sub Targets (A – O).

9.2.2. The Concessionaire will provide metrics as set out Schedule 3 (Implementation Period) and as otherwise required by the Grantor.

9.3. Monthly KPI management information:

9.3.1. As set out in Part B of Schedule 7 (Performance Management and Service Levels), the Concessionaire will provide, on a monthly basis, the underlying data and management information required to evidence its delivery of all KPIs.

9.4. Monthly financial management information.

9.4.1. The Concessionaire will provide the underlying workbooks and spreadsheets with active formulas that underpin the financial reports provided.

9.5. Monthly operational management information

9.5.1. The reports to the Delivery Boards will be supported by the Concessionaire delivering management information on the following:

Title	Operational information: customer services
Description	• How many enquiries received over the telephone per month • How many written enquires are received per month • How many enquiries received via email per month • How many enquiries received via webchat per month
Title	Publishing information
Description	• How many issues of the London, Belfast, and Edinburgh Gazette printed per month, with average page length and print run, longest

	print run, shortest print run, longest page length and shortest page length per month. • How many issues of supplements (by named supplement) printed per month, with average page length and print run per supplement, longest print run, shortest print run, longest page length and shortest page length per month. • How many other issues published per month – for example commemorative editions? • Number of notice orders received that required typesetting per month. • Number of hours spent on typesetting Notices per month.
Title	Subscriptions and standing orders
Description	• Number of standing orders and subscriptions customers by publication and Gazette edition, broken down by type ('official', 'library', 'trade' and so on) • Number of ad hoc orders fulfilled, broken down by publication, Gazette edition, order method and customer type, and whether based in the UK. • Number of new subscribers (if any) and who they are
Title	Failures to publish
Description	• Numbers of notices and supplements that failed to publish by due date, by Gazette edition, and the reason why they failed to publish and the date and the date of any subsequent publishing. • Level of error along with the error definitions
Title	Withdrawals pre and post publication
Description	• Number of notices withdrawn pre publication and why. • Number notices withdrawn post publication, with why, and under what authority (agreed with Grantor, in line with agreed policy, evidence of harm received, and so on).
Title	Website statistics

Description	Information showing how the website (including all satellite services) is used, to include but not be limited to: • Website Usage & Trend Statistics: • Availability • Visitors • Hits/page views • Search terms • Entry/exit pages • Search engines • Browsers • Amount of information downloaded • Most popular pages on site • Time to serve pages • Server/load-balancer performance. • Website Summary Statistics: • Bounce rate • Traffic downloaded • Three (3) Month rolling average • Hits and page views over a rolling twelve (12) Month period • Page impressions • Users
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10. Records

10.1. The Concessionaire will retain and maintain all the records (including superseded records) referred to in Paragraph 1 of Annex 1 (together “Records”):

- a) in accordance with the requirements of The National Archives and Good Industry Practice;
- b) in chronological order;
- c) in a form that is capable of audit; and
- d) at its own expense.

- 10.2. The Concessionaire will make the Records available for inspection to the Grantor on request, subject to the Grantor giving reasonable notice.
- 10.3. Where Records are retained in electronic form, the original metadata will be preserved together with all subsequent metadata in a format reasonably accessible to the Grantor.
- 10.4. The Concessionaire will, during the Term and a period of at least 7 years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of The Gazette Services including but not limited to all Records.
- 10.5. Records that contain financial information will be retained and maintained in safe storage by the Concessionaire for a period of at least 7 years after the expiry or termination of this Contract.
- 10.6. After the 7 year period, any disposal of records must be agreed with and approved by the Grantor before disposal.

ANNEX 1: RECORDS TO BE KEPT BY THE CONCESSIONAIRE

10.7. The records to be kept by the Concessionaire are:

1. This Contract, its Schedules and all amendments to such documents.
2. All other documents which this Contract expressly requires to be prepared.
3. Records relating to the appointment and succession of each member of the Key Personnel.
4. All operation and maintenance manuals prepared by the Concessionaire for the purpose of maintaining the provision of The Gazette Services and the underlying IT environment and Concessionaire equipment.
5. Documents prepared by the Concessionaire or received by the Concessionaire from a third party relating to a Force Majeure Event.
6. All formal notices, reports or submissions made by the Concessionaire to the Grantor in connection with the provision of The Gazette Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Concessionaire in relation to the provision of The Gazette Services.
8. Documents submitted by the Concessionaire pursuant to the Change Control Procedure.
9. Documents submitted by the Concessionaire pursuant to invocation by it or the Grantor of the Dispute Resolution Procedure.
10. Documents evidencing any change in ownership or any interest in any or all of the shares in the Concessionaire and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
11. Invoices and records related to VAT sought to be recovered by the Concessionaire.
12. Financial records, including audited and un-audited accounts of the Guarantor and the Concessionaire.
13. Records required to be retained by the Concessionaire by Law, including in relation to health and safety matters and health and safety files and all consents.
14. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
15. All journals and audit trail data referred to in Schedule 8 (Security Management).
16. All appropriate documents and records in relation to The Gazette Services being delivered and the other Requirements to be satisfied (e.g. supplier accreditation records, complaints received etc.).
17. Details of all call histories, providing the Grantor with prompt access to such records upon the Grantor's request in accordance with the Contract.

18. All other records, notices or certificates required to be produced and/or maintained by the Concessionaire pursuant to this Contract.
- 10.8. No documents or information will be destroyed by the Concessionaire without first checking with the Grantor.

Schedule 11

Key Personnel and Sub-Contractors

1. Key Personnel

- 1.1. The Parties have agreed to the appointment of the Key Personnel as at the Contract Date, as detailed in Paragraph 1.6 below ("Key Personnel").
- 1.2. The Concessionaire acknowledges that the Key Personnel are essential to the proper provision of the Services to the Grantor.
- 1.3. The Key Personnel will not be released from supplying the Services without Approval, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances of a similar nature.
- 1.4. Any replacements to the Key Personnel will be subject to Approval. Such replacements will be of at least equal status and of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 1.5. The Grantor will not unreasonably withhold Approval under Paragraphs 1.3 or 1.4. Such Approval will be conditional on appropriate arrangements being made by the Concessionaire to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 1.6. Key Personnel Table:

[table redacted]

2. Key Sub-Contractors

- 2.1. In accordance with Clause 74.1 the Concessionaire is entitled to Sub-Contract its obligations under the Contract only where it has received the Grantor's prior Approval. The Grantor has give its Approval to the appointment of the key Sub-Contractors listed in the table below.

[table redacted]

Schedule 12

Transparency and Intellectual Property Rights

1. Government Transparency

- 1.1. In accordance with the Grantor's obligations under the FOIA the Parties have sought to identify the Concessionaire's Information that is genuinely commercially-sensitive and the disclosure of which would be contrary to the public interest and therefore exempt from disclosure under Section 43 of the FOIA. Where possible, the Parties have sought to identify the duration after which the Information will cease to fall into the category of "commercially-sensitive".
- 1.2. The Concessionaire acknowledges and agrees that for the purposes of Paragraph 1.1 above, this Contract and Schedules can be published to the general public (subject to redaction or removal of any of the Concessionaire's Commercially Sensitive Information as identified in Schedule 14 (Commercially Sensitive Information) or any other such information that may be exempt from disclosure under the FOIA or EIR).

2. Intellectual Property Rights

- 2.1. The Concessionaire warrants and represents that at all relevant times, it owns, has obtained or is able to obtain, all rights or valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract.
- 2.2. All Intellectual Property Rights (IPR) subsisting in any content, including any specifications, instructions, toolkits, plans, data, drawings, databases, Website(s), documents published on the Website, Web PDFs, Print-ready PDFs, patents, patterns, models, designs or other material:
 - a) furnished to or made available to the Concessionaire by or on behalf of the Grantor will remain the property of the Grantor; and
 - b) prepared by or for the Concessionaire on behalf of the Grantor for use, or intended use, in relation to the performance by the Concessionaire of its obligations under this Contract will belong to the Grantor,(together the **"IP Materials"**)

and the Concessionaire will not, and will use best endeavours to ensure that the Staff do not, (except when necessary for the performance of this Contract) without prior Approval, use any Intellectual Property Rights in the IP Materials.

- 2.3. The Concessionaire hereby assigns to the Grantor, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials to which Paragraph 2.2(b) relates. This assignment will take effect on the date of this Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of such Intellectual Property Rights. The Concessionaire will execute all documentation reasonably necessary to execute this assignment. Notwithstanding clause 2.13, the Grantor hereby grants to the Concessionaire a licence to use the IP Materials during the Term to enable the Concessionaire to perform its obligations under this Contract.
- 2.4. The Concessionaire will waive or procure a waiver of any moral rights arising out of or in connection with the Intellectual Property Rights required to be assigned, licensed or sub-licensed to the Grantor pursuant to this Paragraph 2 (Intellectual Property Rights).
- 2.5. The Concessionaire will ensure that the third party owner of any Intellectual Property Rights including any such Intellectual Property Rights identified in this Schedule 12 (Transparency and Intellectual Property Rights) that are or which may be used in performing this Contract grants to the Grantor a non-exclusive licence in respect of such Intellectual Property Rights or, if itself a licensee of those rights, will grant to the Grantor an authorised sub-licence, to use and maintain the IP Materials to which the IPR relates. IPR for Software licences that are commercially available to the Grantor with a licence cost of ten (10) thousand pounds (£10,000) (excluding VAT) or less per licence are not covered. The Concessionaire will use best endeavours to ensure that such licence or sub-licence will be non-exclusive, perpetual, royalty free and irrevocable and will include the right for the Grantor to sub-license, transfer, or novate to other Crown bodies, the Replacement Concessionaire or to any other third party supplying services to the Grantor subject to compliance with the terms of licence or sub-licence.
- 2.5.1. The Grantor hereby indemnifies the Concessionaire against any losses, costs, awards, liabilities and expenses which the Concessionaire may incur or suffer as a result of the Grantor's misuse or infringement of the Intellectual Property Rights, licenses or sub-licences granted to the Grantor by the Concessionaire under this Schedule 12.

2.6. The Concessionaire will not infringe any Intellectual Property Rights of any third party in supplying the Services and the Concessionaire will, during and after the Term, indemnify and keep indemnified and hold the Grantor and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Grantor or the Crown may suffer or incur as a result of or in connection with any breach of this Paragraph 2 (Intellectual Property Rights), except where any such claim arises directly from:

- a) items or Materials based upon designs supplied by the Grantor; or
- b) the use of data supplied by the Grantor which is not required to be verified by the Concessionaire under any provision of this Contract; and/or
- c) any infringement and or violation of the Intellectual Property Rights of any third party by the Grantor.

2.7. The Grantor will notify the Concessionaire in writing of any claim or demand brought against the Grantor for infringement or alleged infringement of any Intellectual Property Right in Materials supplied or licensed by the Concessionaire, within 48 hours of becoming aware of any such claim or demand.

2.8. The Concessionaire will at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in Materials supplied or licensed by the Concessionaire, provided always that the Concessionaire:

- a) will consult the Grantor on all substantive issues which arise during the conduct of such litigation and negotiations;
- b) will take due and proper account of the interests of the Grantor; and
- c) will not settle or compromise any claim without the Grantor's prior written consent (not to be unreasonably withheld or delayed).

2.9. The Grantor will, at the request of the Concessionaire, afford to the Concessionaire all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Grantor or the Concessionaire by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Concessionaire's obligations under this Contract and the Concessionaire will indemnify the Grantor for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Concessionaire will not, however, be required to indemnify the Grantor in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in Paragraphs 2.8(a) or 2.8(b).

2.10. The Party not conducting the defence or settlement of a claim will not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Grantor or the Concessionaire in connection with the performance of this Contract.

2.11. If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Concessionaire is likely to be made, the Concessionaire will notify the Grantor and, at its own expense and subject to the consent of the Grantor (not to be unreasonably withheld or delayed), use its best endeavours to:

- a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein will apply mutates mutandis to such modified Services or to the substitute Services; or

- b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Grantor;

and in the event that the Concessionaire is unable to comply with Paragraphs 2.11(a) or 2.11(b) within twenty (20) Working Days of receipt of the Concessionaire's notification under Paragraph 2.11, the Grantor may terminate this Contract with immediate effect by notice in writing.

2.12. The Concessionaire grants to the Grantor a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights apart from those referred to in Paragraph 2.11(b) that the Concessionaire owned or developed prior to the Commencement Date and which the Grantor reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided. For the avoidance of doubt, no royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with this Contract will be payable by the Grantor.

2.13. The Grantor will license the IP Materials referred to in Paragraph 2.3, under the Open Government Licence.

3. Third Party Intellectual Property Rights

3.1. Subject to Paragraph 2.5 of this Schedule, the Concessionaire is under an obligation to ensure that third party owners of any Intellectual Property Rights that are used in the performance of the Services grant to the Grantor a licence (in accordance with the terms specified in that Paragraph), and the right to sub-license, which will enable the Grantor or Replacement Concessionaire to provide replacement services using those third party Intellectual Property Rights at no additional cost.

3.2. The purpose of this Paragraph 3 is to assist the Parties in identifying those third party Intellectual Property Rights and owners specified in Paragraph 3.1 above.

3.3. The Concessionaire acknowledges and agrees that the list of Intellectual Property Rights detailed in this Paragraph 3 is not intended to be definitive and that the Concessionaire will remain under an obligation to comply with Paragraph 2.5 and any of its other obligations in relation to Intellectual Property Rights, irrespective of whether those Intellectual Property Rights have been identified in this Paragraph 3 or otherwise.

3.4. The Concessionaire's attention is drawn to Paragraph 3 of Schedule 2 (Services Specification) which places it under an obligation to comply with the Technology Code of Practice, in particular the requirements to be open and use open source, make use of open standards, and to share, re-use and collaborate, in its provision of the Services.

3.5. Intellectual Property Rights granted in accordance with Paragraph 2.3 and 2.5, and for the avoidance of doubt the IPR obligations do not extend to the following :

IPR	Description of IPR	Licence or sub licence
[text redacted]	[text redacted]	[text redacted]

[text redacted]	[text redacted]	[text redacted]
[text redacted]	[text redacted]	[text redacted]
[text redacted]	[text redacted]	[text redacted]

4. Software and Escrow

- 4.1. As a precondition of entering into this Contract, the Concessionaire has deposited any bespoke code used or developed solely for the Services in escrow (“**Bespoke Code**”).
- 4.2. In circumstances where the Grantor obtains the release of the Bespoke Code from escrow, the Concessionaire hereby grants to the Grantor a perpetual, assignable, royalty-free and non-exclusive licence to use and support the Bespoke Code to the extent necessary for the performance of the Services or any replacement services for the Grantor.

Schedule 13

Processing, personal data and Data Subjects

1. Introduction

- 1.1. The Concessionaire will produce and publish on The Gazette Website a Privacy Statement, to be agreed with the Grantor, that sets out how it processes personal data under the terms of this Contract, and will ensure that Privacy Statement is kept up-to-date.
- 1.2. Any amendments to the Privacy Statement require the prior approval of the Grantor.
- 1.3. The Concessionaire will ensure its terms and conditions for Advertisers set out how any personal data in the Notice submitted, and the personal data of the Advertisers, will be processed.
- 1.4. The Concessionaire may update its terms and conditions for Advertisers from time to time, as agreed with the Grantor, and will ensure that it keeps a record of all previous terms and conditions and the time periods during which they applied, during the Term.
- 1.5. The Concessionaire will ensure personal data is removed or redacted from Gazette Notices in line with the policy agreed with and approved by the Grantor, and as set out in Schedule 2 (Services Specification).
- 1.6. The Concessionaire will comply with any further written instructions with respect to processing by the Grantor.
- 1.7. Any such further instructions will be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Notices placed in The Gazette, including notices placed in Supplements and extraordinary editions
Duration of the processing	Notices are placed permanently on the public record unless as otherwise agreed with and approved by the Grantor as specified in Schedule 2 (Services Specification) during the Term. Notice data and The Gazette website is retained by the Grantor and Notices are presented on The Gazette website.

Nature and purposes of the processing	To ensure Notices can be published on The Gazette Website, in pdf and as data, and made available in print and supplied as data so that Notice placers can fulfil their obligations and the Grantor can fulfil its responsibility to publish The Gazette. The data is processed as set out in Schedule 2 (Services Specification).
Type of Personal Data	The personal data in Gazette Notices varies according to the requirements of the type of Notice placed. Some Notices contain no personal data at all. Others may contain (without limitation) a title, name, address and previous address (business and/or personal), job title, rank, job identification (e.g. IP number for insolvency practitioners), email address, telephone number, date of birth, marital status, previous name, name of the executor of an estate.
Categories of Data Subject	The principal Data Subject is the subject of the Notice advertised in The Gazette, which may be the Advertiser if the Notice was placed directly. The Notice may have other Data Subjects, for example if the Notice also includes the name and contact details of a solicitor or Insolvency Practitioner. Additionally, the Data Subject may be a child (under the age of 18) for example in relation to Deed Poll Notice's, and in such circumstances the Concessionaire will at all times ensure compliance with applicable legislation and a lawful basis for any processing.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Notices, and Notice data, are permanently retained and made available on The Gazette website.

Description	Details
Subject matter of the processing	Details of Advertisers who place Notices in The Gazette and via The Gazette in a local newspaper
Duration of the processing	If Advertisers have signed up for an account on The Gazette website, personal information is kept for as long as is necessary to provide the account, and for the period for which legal procedures could be brought, in relation to the running of that account. Advertisers who use the forwarding service when placing a deceased estates Notice have personal information stored for a period of 10 months from publication of the Notice in The Gazette, or 16 months from publication of the Notice in a local newspaper, in line with the Inheritance (Provision for Family and Dependents) Act 1975, which allows for the standard practice of executors distributing an estate within six months of the date of the grant of probate and served within four months of issue. In relation to the forwarding service, personal information will only be used to allow notification of any claims or correspondence received. If Advertisers are required to submit personal identification when claiming a company for the company profile membership, personal data is stored for a period of one month in order to process the profile claim. All other personal data from Notice placers is kept for six years in order to enable the transfer of accurate Notice placer information at the end

	of the contract to support the transition of The Gazette business to a new concessionaire, if required.
Nature and purposes of the processing	To facilitate transactions and to enable the transfer of accurate Notice placer information at the end of the contract Term to support the transition to a new concessionaire, if required. Any personal data submitted by Advertisers via post, or email may be stored by the Concessionaire in a shared mailbox managed by the Concessionaire, provided access to the shared mailbox is restricted as approved by the Grantor. The Concessionaire may scan posted orders to the shared mailbox and destroy the original
Type of Personal Data	The data could include name, address, telephone number, email address, user ID, bank details and credit limit/allowable spend.
Categories of Data Subject	Organisations and people who are authorised to place a Notice in The Gazette
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal data from Advertisers is kept for 6 (six) years in order to enable the transfer of accurate Advertiser information at the end of the contract to support the transition of the Services to a new concessionaire, if required.
Description	Details
Subject matter of the processing	Details of users of The Gazette website
Duration of the processing	During the contract Term.

Nature and purposes of the processing	The purpose is to ensure optimum website performance and compatibility with browsers and operating systems, to aid research into understanding users' needs and optimising access to the Services. The results of research and analysis is presented as anonymous or aggregated information, and does not reveal any personal facts about individual users.
Type of Personal Data	The Concessionaire collects the internet protocol (IP) address used to connect the user's computer to the internet, login information, browser type and version, timezone setting, browser plug-in types and versions, operating system and platform. The Concessionaire may also automatically collect information about the user's visit, including the full Uniform Resource Locators (URL) clickstream to, through and from The Gazette website, products users have viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information and methods used to browse away from the page and any phone number used to call their customer service number.
Categories of Data Subject	Website users and data re-users
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data to be returned to the Grantor at the end of the Term or at the request of the Grantor. Users have the right to request that personal information is erased by submitting a request in writing to the Concessionaire's customer services team.
Description	Details

Subject matter of the processing	Company profiles - business information is collated from Notices in The Gazette, and from Companies House, to create a company profile
Duration of the processing	Company profiles are available on The Gazette website which is retained by the Grantor. Users can request that their personal data is removed from a Company Profile by contacting the Concessionaire's customer services team.
Nature and purposes of the processing	The intent of this processing is to present official information about a registered business, in one place.
Type of Personal Data	The personal data included in company profile pages is as follows: director name, role, month and year of birth, nationality, appointment and termination dates and business address. Companies may choose to add additional personal data, and give permission for processing that data when they send the information to the Concessionaire.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Company profiles are retained and made permanently available on The Gazette website.

Description	Details
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Subject matter of the processing	Details of customers who buy copies of The Gazette (as data, in print or pdf) or who use The Gazette research service
Duration of the processing	Personal information and information about a customer's order is stored for as long as is necessary to comply with applicable tax legislation, and for the period for which legal proceedings could be bought in relation to that order. Details of subscribers are returned to the Grantor at the end of the Term to support the transition of the Services to a new concessionaire, if required.
Nature and purposes of the processing	The purpose of this processing is to provide access to the Services and to improve the Concessionaire's understanding of customer needs, to improve its service offering. Data will be returned to the Grantor at the end of the Term to support the transition of the Services to a new concessionaire, if required.
Type of Personal Data	Name, telephone number, email, payment details, address for delivery (of one off orders and subscriptions).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Concessionaire destroys the data once it is no longer required to comply with applicable tax legislation, and once the time period for which legal proceedings could be bought in relation to an order has expired. Subscriber customer information is provided to the Grantor at the end of the Term to support the transition the Services to a new concessionaire, if required.

Description	Details
Subject matter of the processing	Customer details concerning customers who have ordered copies of The Gazette Daily editions, The Gazette Supplements including extraordinary editions and any ad hoc requests for historic editions of The Gazette from Precision Printing Co. Ltd.
Duration of the processing	14 days after the file is printed and despatched. The print file sent over at 12.00 each day will be printed the same day. The print file sent over at 17.00 will be printed the following day.
Nature and purposes of the processing	To ensure the Concessionaire produces and publishes a printed publication of The Gazette so that it can fulfil their obligations as set out in Schedule 2 (Services Specifications) and the Grantor can fulfil its responsibility to publish The Gazette.
Type of Personal Data	The personal data is limited to the customer's name, address, postcode, telephone number and email address. The principal Data Subject is the customer of a printed version of The Gazette daily edition or The Gazette Supplement, including extraordinary editions.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The file will be provided to the Sub-Contractor by Secure File Transfer Protocol ("SFTP") where it will be stored until printed when it is immediately deleted by the press and 14 days later deleted from the Sub-Contractor's systems.

Schedule 14

Commercially sensitive information

[Schedule redacted]

Schedule 15

Change control procedure

1. Definitions

1.1. For the purposes of this Schedule 15, the following terms will have the meanings referred to below:

"Change Control Note" or "CCN"	means the form used to request Changes to this Contract in accordance with the Change Control Procedure and which is set out in Annex A to this Schedule 15 (Change Control Procedure), as amended or updated from time to time.
"Recommendation"	a prospective Change that is recommended by the Concessionaire to the Grantor in accordance with Paragraph 5.1 of this Schedule.

2. Use of the Change Control Procedure

2.1. The Concessionaire or the Grantor will initiate a request for a Change through this Change Control Procedure.

3. Log of Change Control and Contract Variation

3.1. The Grantor will, unless otherwise agreed, implement, maintain and control a log containing a chronological list of Change Requests, proposals and CCNs raised by either Party and their status through to acceptance and implementation of the Change or rejection of the requested Change.

3.2. The Concessionaire will provide Change Control and CCN summary reports in accordance with Schedule 10 (Governance and Reporting).

4. Change Control Requested by the Grantor

4.1. When the Grantor wishes to request a Change, the Grantor will provide the Concessionaire with a Change Request containing written details of the requirement for the Change, the target date for its implementation, and where applicable any intended changes or additions to the Specifications.

4.2. Within ten (10) Working Days from receipt of the Change Request, unless otherwise agreed with the Grantor, the Concessionaire will propose its approach to meeting the requirement for the Change, including the proposed completion date and where applicable any charges in accordance with Schedule 8 (Pricing).

4.3. The Grantor will provide further information that the Concessionaire may reasonably request to meet the requirement.

4.4. The Grantor may:

- a) withdraw or otherwise modify the Change Request on receipt of the proposal;
- b) request further information or clarification from the Concessionaire;
- c) request the Concessionaire to resubmit the proposal;
- d) accept the proposal; or
- e) reject the proposal.

5. Changes Recommended by the Concessionaire

5.1. When the Concessionaire wishes to recommend a Change, the Concessionaire will provide to the Grantor in writing the Concessionaire's reason for the Change, the impact of the Change and its target implementation date and where applicable any charges in accordance with Schedule 8 (Pricing) (a "Recommendation").

5.2. The Grantor may:

- a) request further information or clarification from the Concessionaire;
- b) accept the Recommendation by giving written notification;
- c) reject the Recommendation, providing written details to the Concessionaire of the reason for its rejection; or
- d) request the Concessionaire to resubmit a modified Recommendation for the Grantor's consideration.

5.3. The Recommendation will not be deemed to be accepted if the Grantor has not provided a written notification of acceptance to the Concessionaire pursuant to Paragraph 5.2(d) above.

5.4. In accordance with Paragraph 5.2(d), the Concessionaire will provide further information that the Grantor may require to consider the request.

6. Information to be included in Change Requests and Change Recommendations

6.1. Unless a Change Request is rejected by the Grantor or withdrawn by the Concessionaire, the Parties will within a mutually agreed period determine the output requirements, and where applicable any intended changes or additions to the Services.

6.2. Completed Change Requests and Recommendations will contain, where applicable:

- a) the title of the Change (or proposed Change, as appropriate);
- b) the identity of the originator and the date of origination;
- c) the reason for the Change;
- d) full details of the Change, including any impact on the Services;
- e) details of any documentation to be provided;
- f) details of any training to be provided;
- g) a timetable for implementation;
- h) impact of the Change on the Contract;

- i) changes to the working arrangements; and
- j) provisions for roll-back to previous version.

7. Approval of Change Control

7.1. The Grantor will provide the Concessionaire with Approval for any proposal to implement a Change Request or a Recommendation which has been agreed between the Parties in accordance with Paragraphs 4 or 5 this Schedule 15.

7.2. Until such a time (if any) that the proposal or Recommendation has been approved by the Grantor, then:

- a) unless the Grantor expressly otherwise agrees in writing, the Concessionaire will continue to provide the Services in accordance with the existing terms of this Contract as if the proposal or Recommendation did not apply; and
- b) any discussions, negotiations or other communications which may take place between the Grantor and the Concessionaire in connection with the proposal or Recommendation will be without prejudice to each Party's other rights under this Contract.

7.3. The Parties will document in writing when a Change has been fully implemented.

8. Implementation of Approved Changes which impact the Services

8.1. To the extent that any Change requires a programme for implementation, then the Parties will follow the programme unless otherwise agreed.

9. Approved Changes requiring a Contract Variation

9.1. To the extent that any Change affects any part of the terms and conditions of this Contract, then the Parties will vary the terms and conditions so affected in accordance with 8.1.

10. Change Control Notes

10.1. Where the Parties have agreed a Change to this Contract under this Change Control Procedure, the Grantor will raise a Change Control Note in the form set out in Annex A of this Schedule 15. The Change Control Note will include provision for signature by both the Grantor and the Concessionaire. Any proposed Changes processed in accordance with this Schedule 15 will not be authorised and the Concessionaire will not implement any proposed Change until the Change Control Note has been signed and executed by a duly authorised representative of the Grantor.

10.2. Until such a time that the Change Control Note has been signed and issued by the Grantor:

- a) unless the Grantor expressly otherwise agrees in writing, the Concessionaire will continue to provide the Services in accordance with the existing terms of this Contract as if the proposed Change Control Note did not apply; and
- b) any discussions, negotiations or other communications which may take place between the Grantor and the Concessionaire in connection with the proposed Change Control Note will be without prejudice to each Party's other rights under this Contract.

11. Post-implementation review process

11.1. Agreement on scope and objectives

11.1.1. The Concessionaire and the Grantor will jointly propose and the Grantor will agree the scope and objectives of the post-implementation reviews of Changes.

11.1.2. The Grantor and the Concessionaire will jointly agree the approach and content of the review in line with the agreed objectives, and each will undertake such tasks as are appropriate to their skill, knowledge and individual objectives.

11.2. Follow-up Action

11.2.1. The Grantor and the Concessionaire will jointly agree any actions that must be taken by either or both Parties pursuant to the post-implementation review, and will progress them in a timely and appropriate manner.

11.3. Emergency Change Control Procedure

11.3.1. Where one Party believes that a Change must be effected as a matter of urgency, it will notify either the Grantor's Representative or the Concessionaire's Representative (as appropriate) that it wishes to use the Emergency Change Control Procedure outlined in this Paragraph 11.3.1.

11.3.2. Upon notification pursuant to Paragraph 11.3.1 the Parties will meet as a matter of urgency at the earliest possible time to discuss the necessary Change and the potential impact of the Change.

11.3.3. The originator of the Change will set out in writing the scope of the work to be undertaken, any impact on any charges in Schedule 8 (Pricing), any impact on Services, and the timescales for completion.

11.3.4. If the Parties agree that the Change is urgent and can provisionally agree the scope of the Change, the Parties will agree in writing to the proposed Change.

11.3.5. An Emergency Change Control proposal will only have effect when agreed in writing by the Grantor's Representative and the Concessionaire's Representative and may be amended only by the agreement of those representatives.

11.3.6. The Parties acknowledge and agree that the Emergency Change Control Procedure is not a substitute for the formal Change Control Procedure set out in this Schedule 15. Notwithstanding the invocation of the Emergency Change Control Procedures, the Parties will conclude the formal Change Control Procedure retrospectively and as soon as reasonably practicable after implementation of the Change described in the Emergency Change proposal.

Schedule 15 Annex A Form of Change Control Note

CHANGE CONTROL NOTE (CCN)

Dated:

CCN NUMBER: [insert number]

BETWEEN

**1 SECRETARY OF STATE FOR DIGITAL, CULTURE,
MEDIA AND SPORT (“DCMS”) as represented by The
National Archives**, The National Archives, Kew, Richmond,
Surrey TW9 4DU (the “**Grantor**”)

AND

2 THE STATIONERY OFFICE, St Andrews Business Park, 18
Central Avenue, Norwich NR7 0HR. (the “**Concessionaire**”)

This CCN [insert number] is made to the Contract in relation to the Official Publishing of The Gazette dated [to be inserted] between the above Parties.

IT IS HEREBY AGREED AS FOLLOWS:

The Parties agree to the following changes to the contract.

1. Change

Signed (Grantor) Date.....

Print Name

Signed (Concessionaire) Date.....

Print Name

Schedule 16

Dispute resolution

1. Definitions

1.1. In this Schedule, the following definitions will apply:

“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre 100 St. Paul's Churchyard, London EC4M 8BU.
“Concessionaire Request”	a notice served by the Concessionaire requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.
“Counter Notice”	has the meaning given in Paragraph 7.2.
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute.
“Expert Determination”	determination by an Expert in accordance with Paragraph 6.
“Mediation Notice”	has the meaning given in Paragraph 4.2.
“Mediator”	the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute.
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties.
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 9.6.
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 9.6.
“Related Third Party”	a party to: another contract with the Grantor or the Concessionaire which is relevant to this Contract; or a Sub-contract.

2. Dispute Notices

2.1. If a Dispute arises then:

- 2.1.1. the Grantor Representative and the Concessionaire Representative will attempt in good faith to resolve the Dispute; and
- 2.1.2. if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

2.2. A Dispute Notice:

- 2.2.1. will set out:
 - a) the material particulars of the Dispute;
 - b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- 2.2.2. may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Grantor or considers (in the case of the Concessionaire) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 will apply.

2.3. If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:

- 2.3.1. if it is served by the Grantor it will be treated as a Multi-Party Procedure Initiation Notice; and
 - 2.3.2. if it is served by the Concessionaire it will be treated as a Concessionaire Request,
- and in each case the provisions of Paragraph 9 will apply.

- 2.4. Subject to Paragraphs 2.5 and 3.2 and so long as the Grantor has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties will seek to resolve the Dispute:
- 2.4.1. first by commercial negotiation (as prescribed in Paragraph 4);
 - 2.4.2. then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and
 - 2.4.3. lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 44 (Governing Law and Jurisdiction)).
- 2.5. Specific issues will be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6. Unless agreed otherwise in writing, the Parties will continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 (Urgent Relief).

3. Expedited Dispute Timetable

- 3.1. In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable will be at the sole discretion of the Grantor.
- 3.2. If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time will apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1. in Paragraph 4.2.3, 10 Working Days;
 - 3.2.2. in Paragraph 5.2, 10 Working Days;
 - 3.2.3. in Paragraph 6.2, 5 Working Days; and
 - 3.2.4. in Paragraph 7.2, 10 Working Days.

3.3. If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but will be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Grantor may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable Paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension will have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Grantor fails to set such a revised deadline then the use of the Expedited Dispute Timetable will cease and the normal time periods will apply from that point onwards.

4. Commercial Negotiation

4.1. Following the service of a Dispute Notice, then, so long as the Grantor has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Grantor and the Concessionaire will make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Grantor's [insert role] and the Concessionaire's [insert role].

4.2. If:

4.2.1. either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

4.2.2. the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or

4.2.3. the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a "Mediation Notice").

5. Mediation

- 5.1. If a Mediation Notice is served, the Parties will attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2. If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3. If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator will produce for the Parties a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4. Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator will assist the Parties in recording the outcome of the mediation.

6. Expert Determination

- 6.1. If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request will not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2. The expert will be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert will be appointed:
 - 6.2.1. if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);

- 6.2.2. if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- 6.2.3. if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
- a) an appropriate body agreed between the Parties; or
 - b) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3. The Expert will act on the following basis:

- 6.3.1. they will act as an expert and not as an arbitrator and will act fairly and impartially;
- 6.3.2. the Expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- 6.3.3. the Expert will decide the procedure to be followed in the determination and will be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties will assist and provide the documentation that the Expert requires for the purpose of the determination;
- 6.3.4. any amount payable by the Concessionaire as a result of the Expert's determination will be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;
- 6.3.5. the process will be conducted in private and will be confidential; and
- 6.3.6. the Expert will determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. Arbitration

- 7.1. Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Grantor may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2. Before the Concessionaire commences court proceedings or arbitration, it will serve written notice on the Grantor of its intentions and the Grantor will have 15 Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Concessionaire requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Concessionaire will not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.
- 7.3. If the Grantor serves a Counter Notice, then:
 - 7.3.1. if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 will apply; or

- 7.3.2. if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute will be so referred to those courts and the Concessionaire will not commence arbitration proceedings.
- 7.4. If the Grantor does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 7.2, the Concessionaire may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which will (in those circumstances) have exclusive jurisdiction.
- 7.5. The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:
- 7.5.1. the Dispute will be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);
 - 7.5.2. the arbitration will be administered by the LCIA;
 - 7.5.3. the LCIA procedural rules in force at the date that the Dispute was referred to arbitration will be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator will be binding on the Parties in the absence of any material failure to comply with such rules;
 - 7.5.4. if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator will be appointed by the LCIA;
 - 7.5.5. the chair of the arbitral tribunal will be British;
 - 7.5.6. the arbitration proceedings will take place in London and in the English language; and
 - 7.5.7. the seat of the arbitration will be London.

8. Urgent Relief

- 8.1. Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1. for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

8.1.2. where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. Multi-Party Disputes

9.1. All Multi-Party Disputes will be resolved in accordance with the procedure set out in this Paragraph 9 (the “Multi-Party Dispute Resolution Procedure”).

9.2. If at any time following the issue of a Dispute Notice, the Grantor reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Grantor will be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Concessionaire which sets out the Grantor’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “Multi-Party Procedure Initiation Notice”.

9.3. If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Concessionaire has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Concessionaire may serve a Concessionaire Request on the Grantor.

9.4. The Grantor will (acting reasonably) consider each Concessionaire Request and will determine within 5 Working Days whether the Dispute is:

9.4.1. a Multi-Party Dispute, in which case the Grantor will serve a Multi-Party Procedure Initiation Notice on the Concessionaire; or

9.4.2. not a Multi-Party Dispute, in which case the Grantor will serve written notice of such determination upon the Concessionaire and the Dispute will be treated in accordance with Paragraphs 3 to 8.

9.5. If the Grantor has determined, following a Concessionaire Request, that a Dispute is not a Multi-Party Dispute, the Concessionaire may not serve another Concessionaire Request with reference to the same Dispute.

9.6. Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute will be dealt with by a board (in relation to such Multi-Party Dispute, the “Multi-Party Dispute Resolution Board”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom will be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

- 9.6.1. the Grantor;
- 9.6.2. the Concessionaire;
- 9.6.3. each Related Third Party involved in the Multi-Party Dispute; and
- 9.6.4. any other representatives of any of the Parties and/or any Related Third Parties whom the Grantor considers necessary,
(together “Multi-Party Dispute Representatives”).

9.7. The Parties agree that the Multi-Party Dispute Resolution Board will seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

9.7.1. the Parties will procure that their Multi-Party Dispute Representatives attend, and will use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

9.7.2. the Multi-Party Dispute Resolution Board will first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Grantor, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

9.7.3. in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board will have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.8. If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

9.8.1. either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 will apply;

9.8.2. either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 will apply; and/or

9.8.3. subject to Paragraph 9.9, Paragraph 7 will apply to the Multi-Party Dispute,

9.8.4. and in each case references to the "Concessionaire" or the "Parties" in such provisions will include a reference to all Related Third Parties.

9.9. If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Grantor or the Concessionaire may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings will be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub Contractor, by the Concessionaire.

Schedule 17

Financial distress

1. Definitions

1.1. In this Schedule, the following definitions will apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Concessionaire as set out in Paragraph 5.2 of this Schedule.
“Credit Rating Level”	a credit rating level as specified in Annex 1 of this Schedule.
“Credit Rating Threshold”	the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 2 of this Schedule.
“FDE Group”	means the Concessionaire and Key Sub-contractors.
“Financial Indicators”	in respect of the Concessionaire, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Concessionaire, means those Applicable Financial Indicators.
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule.
“Rating Agencies”	the rating agencies listed in Annex 1 of this Schedule.

2. Warranties and Duty to Notify

2.1. The Concessionaire warrants and represents to the Grantor for the benefit of the Grantor that as at the Effective Date:

2.1.1. the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 of this Schedule; and

2.1.2. the financial position or, as appropriate, the financial performance of each of the Concessionaire and Key Sub-contractors satisfies the Financial Target Thresholds.

2.2. The Concessionaire will promptly notify (or will procure that its auditors promptly notify) the Grantor in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3. The Concessionaire will:

2.3.1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

2.3.2. monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within 120 days after the Accounting Reference Date; and

2.3.3. promptly notify (or will procure that its auditors promptly notify) the Grantor in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Grantor first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

2.4. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provision of Paragraph 3.1.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity will be deemed to have dropped below the applicable Credit Rating Threshold if:

2.4.1. any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or

2.4.2. a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Annex 2 of this Schedule ceases to hold a Credit Rating for that entity.

2.5. Each report submitted by the Concessionaire pursuant to Paragraph 2.3.2 will:

2.5.1. be a single report with separate sections for each of the FDE Group entities;

2.5.2. contain a sufficient level of information to enable the Grantor to verify the calculations that have been made in respect of the Financial Indicators;

2.5.3. include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;

2.5.4. be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

2.5.5. include a history of the Financial Indicators reported by the Concessionaire in graph form to enable the Grantor to easily analyse and assess the trends in financial performance.

3. Financial Distress Events

3.1. The following will be Financial Distress Events:

3.1.1. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

3.1.2. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

3.1.4. an FDE Group entity committing a material breach of covenant to its lenders;

3.1.5. a Key Sub-contractor notifying the Grantor that the Concessionaire has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

- 3.1.6. any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Grantor which the Grantor (acting reasonably) considers to be adequate;
- 3.1.7. any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Grantor which the Grantor, acting reasonably, considers to be adequate;
- 3.1.8. the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- 3.1.9. any of the following:
- a) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - b) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - c) non-payment by an FDE Group entity of any financial indebtedness;
 - d) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - e) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - f) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Grantor reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

3.2. any of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

4.1. Immediately upon notification by the Concessionaire of a Financial Distress Event (or if the Grantor becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Concessionaire), the Concessionaire will have the obligations and the Grantor will have the rights and remedies as set out in Paragraphs 4.3 to 4.5.

4.2. In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Grantor will not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Concessionaire 10 Working Days to:

4.2.1. rectify such late or non-payment; or

4.2.2. demonstrate to the Grantor's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3. The Concessionaire will (and will procure that any relevant Key Sub-contractor will):

4.3.1. at the request of the Grantor, meet the Grantor as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Grantor may permit and notify to the Concessionaire in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

4.3.2. where the Grantor reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

a) submit to the Grantor for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Grantor may permit and notify to the Concessionaire in writing); and

b) to the extent that it is legally permitted to do so and subject to Paragraph 4.7, provide such information relating to the Concessionaire or Key Sub-contractors as the Grantor may reasonably require in order to understand

the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4. The Grantor will not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Grantor does not approve the draft Financial Distress Remediation Plan, it will inform the Concessionaire of its reasons and the Grantor will take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which will be resubmitted to the Grantor within 5 Working Days of the rejection of the first draft. This process will be repeated until the Financial Distress Remediation Plan is either:

4.4.1. approved by the Grantor;

4.4.2. referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or

4.4.3. finally rejected by the Grantor.

4.5. Following approval of the Financial Distress Remediation Plan by the Grantor, the Concessionaire will:

4.5.1. on a regular basis (which will not be less than fortnightly):

- a) review and make any updates to the Financial Distress Remediation Plan as the Concessionaire may deem reasonably necessary and/or as may be reasonably requested by the Grantor, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and
- b) provide a written report to the Grantor setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Grantor and/or the reasons why the Concessionaire may have decided not to make any changes;

- 4.5.2. where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.5.1, submit an updated Financial Distress Remediation Plan to the Grantor for its approval, and the provisions of Paragraphs 4.4 and 4.5.1 will apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.5.3. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.6. Where the Concessionaire reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it will notify the Grantor and the Parties may agree that the Concessionaire will be relieved of its obligations under Paragraph 4.5.
- 4.7. The Concessionaire will use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph b) is available when required and on request from the Grantor and within reasonable timescales. Such measures may include:
- 4.7.1. obtaining in advance written authority from Key Sub-contractors authorising the disclosure of the information to the Grantor and/or entering into confidentiality agreements which permit disclosure;
- 4.7.2. agreeing in advance with the Grantor and Key Sub-contractors a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Grantor;
- 4.7.3. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Grantor (which may include making price sensitive information available to Grantor nominated personnel through confidential arrangements, subject to their consent); and
- 4.7.4. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

5.1. The Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, will be as follows:

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting
The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods.	Operating Margin = Operating Profit / Revenue	> 10%	Tested and reported yearly in arrears within 90 days of each annual accounting period.

6. Termination Rights

6.1. The Grantor will be entitled to terminate this Contract under Clause 51 (Termination (other) if:

- 6.1.1. the Concessionaire fails to notify the Grantor of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2. the Concessionaire fails to comply with any part of Paragraph 4.3;
- 6.1.3. the Grantor finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.5.1; and/or
- 6.1.4. the Concessionaire fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.5.3.

7. Primacy of Credit Ratings

7.1. Without prejudice to the Concessionaire's obligations and the Grantor's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.2, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex **Error!**

Reference source not found. of this Schedule, then:

- 7.1.1. the Concessionaire will be relieved automatically of its obligations under Paragraphs 4.3 to 4.5; and
- 7.1.2. the Grantor will not be entitled to require the Concessionaire to provide financial information in accordance with Paragraph b).

Annex 1: Rating Agencies and their Standard Rating System

1. Rating Agency 1 Credit Safe

1.1. Credit rating level: [text redacted]

Very Low Risk (71 – 100), Moderate Risk (30 – 50), Low Risk (51 – 70)

2. Rating Agency 2 Experian

2.1. Credit rating level: [text redacted]

Score ranges from 0 to 100, with 0 representing high risk and 100 representing low risk

3. Rating Agency 3 Dun and Bradshaw

3.1. Credit rating level [text redacted]

Low, Low Moderate, Moderate, Moderate High, High

Schedule 17 Annex 2: Credit ratings and credit rating thresholds

	Credit rating (long term)	Credit Rating Threshold
Concessionaire	[text redacted]	[text redacted]
	[text redacted]	[text redacted]
	[text redacted]	[text redacted]

Schedule 18

Insurance requirements

1. Obligation to Maintain Insurances

- 1.1. Without prejudice to its obligations to the Grantor under this Contract, including its indemnity and liability obligations, the Concessionaire will for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the “Insurances”). The Concessionaire will ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2. The Insurances will be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3. The Insurances will be taken out and maintained with insurers who are:
 - 1.3.1. of good financial standing;
 - 1.3.2. appropriately regulated;
 - 1.3.3. regulated by the applicable regulatory body and is in good standing with that regulator; and
 - 1.3.4. except in the case of any Insurances provided by an Affiliate of the Concessionaire, of good repute in the international insurance market.
- 1.4. The Concessionaire will ensure that the public and products liability policy will contain an indemnity to principals clause under which the Grantor will be indemnified in respect of claims made against the Grantor in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Concessionaire is legally liable.

2. General Obligations

- 2.1. Without limiting the other provisions of this Contract, the Concessionaire will:
 - 2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Concessionaire is or becomes aware; and

- 2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. Failure to Insure

- 3.1. The Concessionaire will not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2. Where the Concessionaire has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Grantor may elect (but will not be obliged) following written notice to the Concessionaire to purchase the relevant Insurances, and the Grantor will be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Concessionaire.

4. Evidence of Insurances

- 4.1. The Concessionaire will upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Grantor, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Grantor will not in itself constitute acceptance by the Grantor or relieve the Concessionaire of any of its liabilities and obligations under this Contract.

5. Insurance for the Required Amount

- 5.1. The Concessionaire will ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2. Where the Concessionaire intends to claim under any of the Insurances for an amount or amounts that are significant in the opinion of the Grantor for any matters that are not related to the Services and/or the Contract, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, the Concessionaire will promptly notify the Grantor and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancellation

- 6.1. Subject to Paragraph 7.2, the Concessionaire will notify the Grantor in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2. Without prejudice to the Concessionaire's obligations under Paragraph 4, Paragraph 7.1 will not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7. Insurance Claims, Premiums and Deductibles

- 7.1. The Concessionaire will promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Grantor receives a claim relating to or arising out of the Services and/or this Contract, the Concessionaire will co-operate with the Grantor and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 7.2. The Concessionaire will maintain a register of all claims under the Insurances in connection with this Contract and will allow the Grantor to review such register at any time.
- 7.3. Where any Insurance requires payment of a premium, the Concessionaire will be liable for and will promptly pay such premium.
- 7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Concessionaire will be liable for such excess or deductible. The Concessionaire will not be entitled to recover from the Grantor any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Schedule 18 Annex 1: Required Insurances

Class	Minimum Sum Insured
Public Liability covering liability arising out of or in connection with the performance of this Contract	Five (5) million pounds (£5,000,000) any one claim or series of claims arising from the same incident or such other minimum limit as may from time to time be required by Law.
Employers Liability	Five (5) million pounds (£5,000,000) any one claim or series of claims arising from the same incident or such other minimum limit as may from time to time be required by Law.
Professional Indemnity covering liability arising out of or in connection with the performance of this Contract	Five (5) million pounds (£5,000,000) any one claim or series of claims arising from the same incident and in the aggregate or such other minimum limit as may from time to time be required by Law.

Schedule 19

Policies

1. Grantor policies applicable to the Concessionaire under the Terms of this Contract

1.1. This Schedule refers to the Grantor's policies that are relevant to this Contract. The Concessionaire will ensure at all times to comply with applicable legislation concerning the subject matter of these policies and the Concessionaire has agreed to use reasonable endeavours to adhere to the specifics of the Grantor's policies in relation to the performances of Services under this Contract, as outlined in the Terms and Conditions and Schedule 2 (Services Description).

1.2. The Parties recognise that these policies may be subject to change from time to time. The Grantor will notify the Concessionaire of any relevant changes; at such point in time the policies herein may be amended under the Change Control Procedure.

Policy	Date provided by the Grantor
Diversity, Equity and Inclusion Policy	1 January 2025
Environmental Policy	1 January 2025
Health and Safety Policy	1 January 2025
Security Policy	1 January 2025
Artificial Intelligence Policy	1 January 2025

Schedule 20

Exit Management

1. Definitions

For the purposes of this Schedule 20, the following terms will have the meanings referred to below:

"Assets"	the assets used in accordance with the provision of the Services under the Contract including without limitation the Exclusive Assets, the Non-Exclusive Assets and the Transformation Assets.
"Assets Register"	the register of Assets, Transformation Assets, sub-contracts and other relevant agreements to be created and maintained by the Concessionaire throughout the Term pursuant to Paragraph 3.1 of this Schedule.
"Business Process Manual"	a manual setting out a detailed definition and description of all the business processes that will be supported by the Services.
"Emergency Exit"	any termination of this Contract which is a: (termination of the whole or part of this Contract in accordance with Clause 49 (Termination on Insolvency and Change of Control) or Clause 50 (Termination on Default), except where the period of notice given under that clause is greater than or equal to three (3) Months; termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 49 (Termination on Insolvency and Change of Control) or Clause 50 (Termination on Default); or wrongful termination or repudiation of this Contract by either Party.

“Exclusive Assets”	those assets (if any) which are used exclusively in the provision of the Services.
“Exit Manager”	the person appointed by each Party pursuant to Paragraph 3.7 of this Schedule 20 for managing the Parties’ respective obligations under this Schedule.
“Exit Plan”	the plan produced and updated by the Concessionaire during the Term in accordance with Paragraph 5 of this Schedule 20.
“Net Book Value”	the net book value of the relevant Asset(s).
“Non-Exclusive Assets”	those assets (if any) which are used by the Concessionaire in the provision of the Services but which are also used by the Concessionaire for other purposes.
“Ordinary Exit”	any termination of this Contract which occurs: pursuant to Clause 49 (Termination on Insolvency and Change of Control) or Clause 50 (Termination on Default) where the period of notice given by the Party serving notice to terminate pursuant to such clause is greater than or equal to three (3) Months; on the Expiry Date.
“Registers”	has the meaning set out in Paragraph 3.1 of this Schedule.
“Termination Assistance Notice”	has the meaning set out in Paragraph 6.2.1 of this Schedule.
“Termination Assistance Period”	the period specified in the Termination Assistance Notice in which the Concessionaire will provide the Termination Services as may be extended pursuant to Paragraph 6.2.2 of this Schedule.

"Termination Services"	means any Services, activities and Deliverables to be performed by the Concessionaire pursuant to the provisions of Schedule 20 (Exit Management), including (without limitation) pursuant to the Exit Plan, the Termination Assistance Notice and all those required under Paragraph 4 (Error! Reference source not found.).
"Transferring Contracts"	will have the meaning set out in Paragraph 8.2 b) of this Schedule.

2. Overview

2.1. The Concessionaire is required to ensure the orderly transition of the Services from the Concessionaire to the Grantor and/or any Replacement Concessionaire in the event of termination (including partial termination) or expiry of this Contract. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which will form the basis of the Exit Plan. For the avoidance of doubt, the Concessionaire will be responsible for the overall management of the exit and service transfer arrangements.

2.2. This Schedule also sets out the requirements to support the re-tendering of this Contract.

3. Contract Life Obligations

3.1. During the Term the Concessionaire will:

- a) maintain a Register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, and detailing all sub contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services, such Register requiring the formal approval of the Grantor;
- b) maintain a Register and supporting documentation detailing all of the technical, operational, business and stakeholder engagement descriptions, processes, activities and workflows required to operate the Services, including Business Rules and Business Process Manual, to also

include Security Management and Business Continuity and Disaster Recovery Plans, technical infrastructure, processes and software through which the Concessionaire provides the Services. The register should include when documentation was last reviewed and updated. This should be of sufficient detail to permit the Grantor and/or Replacement Concessionaire to understand how the Concessionaire provides all aspects of the Services and to enable the smooth transition of the Services with the minimum of disruption; and

- c) maintain a separate Register of all Transformation Assets (which may contain both Exclusive and Non-Exclusive Assets),

(collectively the “Registers”).

- 3.2. The Concessionaire will maintain the Registers and documentation referred to in the Registers in such formats as is agreed between the Parties and will update the Registers as required and in particular in the event that Assets, sub-contracts or other relevant agreements, processes and workflows are added to or removed from the Services.
- 3.3. The Concessionaire will ensure that, on transfer, if there are any internal links or references in the documentation in the Registers, the content linked to is made available to the Replacement Concessionaire or the Grantor.
- 3.4. Copies of the Registers, in a format to be agreed with the Grantor, will be provided to the Grantor at the Strategy Board, on a twice-yearly basis or in the event that Assets, sub-contracts or other relevant agreements are added to or removed from the Services, or documentation added.
- 3.5. The Concessionaire will ensure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.
- 3.6. The Concessionaire will ensure that all Transformation Assets are identified as such in the Registers and that each Transformation Asset is marked to identify whether it has been assigned to the Grantor; is publicly available or is licensed to the Grantor.
- 3.7. The Concessionaire will (unless otherwise agreed by the Grantor in writing) procure that all sub-contracts and other agreements with third parties, which are necessary to enable the Grantor and/or any Replacement Concessionaire to perform the Services in accordance with this Contract or the replacement Services, will be assignable and/or capable of novation at the request of the Grantor to the Grantor (and/or its nominee) and/or any Replacement Concessionaire upon the Concessionaire ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Grantor or any Replacement Concessionaire.
- 3.8. Where the Concessionaire is unable to procure that any sub-contract or other agreement referred to in Paragraph 3.6 above which the Concessionaire proposes to enter into after the Contract Date is assignable and/or capable of novation to the Grantor (and/or its nominee) and/or any Replacement Concessionaire without restriction or payment, the Concessionaire will promptly notify the Grantor of this and the Parties will (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Grantor so directs, may include the Concessionaire seeking an alternative Sub-Contractor, to be agreed with the Grantor.

3.9. Each Party will appoint an Exit Manager and provide written notification of such appointment to the other Party within six (6) Months of the Commencement Date. The Concessionaire's Exit Manager will be responsible for ensuring that the Concessionaire and its Staff comply with this Schedule. The Concessionaire will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Concessionaire as are reasonably necessary to enable the Concessionaire to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

4. Obligations to Assist on Re-Tendering of Services

4.1. Subject to Paragraph 4.2 of this Schedule, on reasonable notice, the Concessionaire will provide to the Grantor and/or (subject to the potential Replacement Concessionaire entering into reasonable written confidentiality undertakings) to its potential Replacement Concessionaire, the following material and information in order to facilitate the preparation by the Grantor of any invitation to tender and/or to facilitate any potential Replacement Concessionaire undertaking due diligence:

- a) details of the Services, including all documentation listed in the Registers as required in Section 3 of this Schedule;
- b) details of the Assets (including make, model and asset number) and of the Net Book Value of such Assets and details of their condition and physical location;
- c) details of and information relating to the use of the Assets (including technical specifications);
- d) details of any proposed transfer of any Transformation Asset to the potential Replacement Concessionaire (including details of the method and date of proposed transfer);
- e) an inventory of Grantor Data in the Concessionaire's possession or control;
- f) an inventory and description of what will be made available in the Registers, provided in a form that the Grantor deems will assist potential Bidders to understand the information and assets that would be provided to them on transfer of the Services;
- g) a copy of the Registers, updated by the Concessionaire up to the date of delivery of such Registers;

- h) financial information provided under the Contract in the formats specified by the Grantor within one (1) Month of the formal request;
- i) any other related information (e.g. volumes and publishing process information, customer service query volumes by contact route) provided under the Contract in the formats specified by the Grantor within one (1) Month of the formal request;
- j) details and information relating to standing order and subscription customers and services and products purchased by them;
- k) details and information relating to Advertisers, users and customers;
- l) an updated list of Mandatory Requirements to Advertise as stipulated in Schedule 4 (Requirements to Advertise);
- m) the approved version of documents in the Registers, including but not limited to the Business Process Manual and the Business Rules;
- n) Information about hosting services provided and cost breakdowns;
- o) all information relating to Transferring Employees required to be provided by the Concessionaire under this Contract including without limitation in accordance with Schedule 21 (Staff Transfer); and
- p) any other information to facilitate the re-tendering of the Services (including the Services) in formats specified by the Grantor within one (1) Month of the formal request, including TUPE information.

- 4.2. The Concessionaire will be required to comply with the provisions of Paragraph 4.1. during the period from and including the date of service of a notice to terminate this Contract or, if the Contract is not terminated prior to the Expiry Date, during the period from and including the date which is twelve (12) Months prior to the Expiry Date, but will not be required to disclose to a Replacement Concessionaire Commercially Sensitive Information relating to the costs or profits of the Concessionaire (save to the extent that this becomes necessary as a result of the prospective application of the Employment Regulations).
- 4.3. The materials and information referred to in Paragraph 4.1 will be provided to the Grantor in a format specified by the Grantor.

5. Exit Plan

- 5.1. The Concessionaire will, within six (6) Months after the Commencement Date, deliver to the Grantor an Exit Plan which sets out the Concessionaire's proposed methodology for achieving an orderly transition of Services from the Concessionaire to the Grantor and/or its Replacement Concessionaire on the expiry or termination of this Contract and which complies with the requirements set out in Paragraphs 5.2 and 5.3 below. Within thirty (30) days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute will be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 16 (Dispute Resolution).
- 5.2. The Exit Plan will contain, as a minimum:
- a) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Concessionaire may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Concessionaire of all such reasonable assistance as the Grantor will require to enable the Grantor or its Sub-Contractors to provide the Services;
 - b) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - c) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

- d) an inventory and description of what will be made available in the Registers.

5.3. In addition, the Exit Plan will:

- a) document how the Services will transfer to the Replacement Concessionaire and/or the Grantor, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Grantor's technology components from any technology components operated by the Concessionaire or its Sub-Contractors (where applicable);
- b) specify the scope of the Termination Services that may be required for the benefit of the Grantor (including such of the services set out in this Paragraph 4 as are applicable) and detail how such services would be provided (if required), during the Termination Assistance Period;
- c) set out procedures to deal with requests made by the Grantor and/or a Replacement Concessionaire for Staffing Information pursuant to Schedule 17 (Staff Transfer);
- d) address each of the issues set out in this Schedule to facilitate the transition of the Services from the Concessionaire to the Replacement Concessionaire and/or the Grantor with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period;
- e) provide a timetable and identify critical issues for providing the Termination Services; and
- f) set out the management structure to be put in place and employed during the Termination Assistance Period.

5.4. The Concessionaire will review and (if appropriate) update the Exit Plan in the first Month of each Contract Year (commencing with the second Contract Year) to reflect changes in the Services. Following such update the Concessionaire will submit the revised Exit Plan to the Grantor for review. Within thirty (30) days following submission of the revised Exit Plan, the Parties will meet and use reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Schedule and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

6. Termination Services

6.1. General

6.1.1. During the Termination Assistance Period or such shorter period as the Grantor may require, the Concessionaire will continue to provide the Services (as applicable) and will, at the request of the Grantor provide the Termination Services.

6.1.2. During the Termination Assistance Period, the Concessionaire will, in addition to providing the Services and the Termination Services, provide to the Grantor any reasonable assistance requested by the Grantor to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Grantor and/or its Replacement Concessionaire. During the Termination Assistance Period, the Services and the Termination Services will be provided at no detriment to the Service Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.1.3.

6.1.3. Where the Concessionaire demonstrates to the Grantor's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Concessionaire's ability to meet a particular Service Level the Parties may Change the relevant Service Level(s) to take account of such adverse effect.

6.1.4. At the Grantor's request and on reasonable notice, the Concessionaire will deliver up-to-date Registers and associated documentation to the Grantor.

- 6.1.5. The Parties acknowledge that the migration of the Services from the Concessionaire to the Grantor and/or its Replacement Concessionaire may be phased, such that certain parts of the Services are handed over before others.
- 6.1.6. Within thirty (30) days after service of notice of termination by either Party of this Contract, the Concessionaire will submit for the Grantor's approval the Exit Plan in a final form that could be implemented immediately.
- 6.1.7. The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within thirty (30) days following its delivery to the Grantor then such dispute will be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form Exit Plan, the Concessionaire will provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as this still applies).

6.2. Notification of Requirements for Termination Services

- 6.2.1. The Grantor will be entitled to require the provision of Termination Services by notifying the Concessionaire in writing (a "Termination Assistance Notice") at least three (3) Months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of any notice to terminate. The Termination Assistance Notice will specify the:
- a) date from which Termination Services are required which will be no earlier than eighteen (18) Months prior to expiry of this Contract or than from the service of any notice to terminate by either Party, as the case may be;
 - b) the nature of the Termination Services required; and
 - c) the period during which it is anticipated that Termination Services will be required (the "Termination Assistance Period") which will continue no longer than twelve (12) Months after the date that the Concessionaire ceases to provide the Services (excluding for the avoidance of doubt, the Termination Services).

6.2.2. The Grantor will have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension will not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it will notify the Concessionaire to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Grantor will have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Concessionaire to such effect.

6.3. Termination Obligations

6.3.1. The Concessionaire will comply with all of its obligations contained in the Exit Plan and will, upon termination or expiry of this Contract provide to the Grantor up to date approved versions of the documentation in the Registers, including but not limited to the Business Process Manual and Business Rules. The Grantor will have final approval of the documentation provided. Should the Grantor be seeking a Replacement Concessionaire, the approved version of the documentation in the Registers, including but not limited to the Business Process Manual and Business Rules must be provided prior to the commencement of the re-tendering process.

6.3.2. At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Concessionaire's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule):

- a) the Concessionaire will, unless the Parties have agreed in writing otherwise, erase from any computers, storage devices and storage media that are to be retained by the Concessionaire after the end of the Termination Assistance Period any software specially written, developed or commissioned for the Grantor pursuant to this Contract and all Grantor Data;
- b) the Concessionaire will return to the Grantor such of the following as is in the Concessionaire's possession or control:
 - (i) all copies of software licensed by the Grantor to the Concessionaire under this Contract;

- (ii) all materials created by the Concessionaire under this Contract, the Intellectual Property Rights in which are owned by the Grantor;
- (iii) any parts of the ICT Environment and any other equipment which belongs to the Grantor;
- (iv) all Gazette related data; and
- (v) each Party will return to the other Party all Confidential Information of the other Party and will certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services.

6.3.3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Grantor to the Concessionaire in relation to the Services will be terminated with effect from the end of the Termination Assistance Period.

6.4. Scope of the Termination Services

6.4.1. The Termination Services to be provided by the Concessionaire will include (without limitation) such of the following services as the Grantor may specify:

- a) providing the approved versions of the documentation in the Registers;
- b) ceasing all non-critical Software changes (by agreement with the Grantor);
- c) notifying the Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- d) providing assistance and expertise as necessary to examine all operational and business and customer/stakeholder engagement processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Grantor and/or Replacement Concessionaire to enable the same to provide the Services after the end of the Termination Assistance Period;

- e) delivering to the Grantor the existing systems monitoring and usage logs status reports all relating to the twelve (12) Month period immediately prior to the commencement of the Termination Services);
- f) providing details of work volumes and staffing requirements over the twenty-four (24) Month period immediately prior to the commencement of the Termination Services;
- g) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- h) providing the Grantor with any problem logs or outstanding escalated complaints which have not previously been provided to the Grantor;
- i) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
- j) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
- k) reviewing all Software libraries used in connection with the Services and providing details of these to the Grantor and/or its Replacement Concessionaire;
- l) making available to the Grantor and/or the Replacement Concessionaire expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Grantor (acting reasonably) at the time of termination or expiry. A documented plan is to be separately provided for this activity and agreed with the Grantor at the time of termination or expiry;
- m) assisting in establishing naming conventions for the new production site;
- n) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, across these areas;

- o) providing a copy of the source code and supporting technical documentation for the Delivery Software and the Materials; where the Grantor retains the Intellectual Property Right or where the Grantor and/or the Replacement Concessionaire will be licensed to use to provide the Services. The source code is to be supplied in a form and on media reasonably requested by the Grantor;
- p) agreeing with the Grantor a handover plan for all of the Concessionaire's responsibilities as set out in the Security Management Plan prepared by the Concessionaire in accordance with Schedule 5 (Security Management). The Concessionaire will co-operate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;
- q) delivering copies of the production databases (with content listings) to the Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- r) delivering copies of Print Ready PDFs to the Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- s) delivering a list of categories of Standing Orders and Subscription Services to Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- t) delivering Standing Order and Subscription Lists with details of customers receiving print copies or other Contract Services to Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- u) providing numbers of invoiced customers broken down into notice types;
- v) assisting with the loading, testing and implementation of the production databases;
- w) assisting in the execution of a parallel operation of the Services until the date of expiry or termination of this Contract;
- x) in respect of the maintenance and support of the Concessionaire System, providing historical performance data for the previous two (2) years;

- y) assisting in the execution of a parallel operation of the maintenance and support of the Concessionaire's system until the end of the Termination Assistance Period or as otherwise specified by the Grantor (provided that these Services end on a date no later than the end of the Termination Assistance Period);
- z) answering all reasonable questions from the Grantor and/or its Replacement Concessionaire regarding the Services;
- aa) agreeing with the Grantor and/or the Replacement Concessionaire a plan for the migration of the Grantor Database to the Grantor and/or the Replacement Concessionaire. The Concessionaire will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
- bb) the provision of access to the Grantor and/or the Replacement Concessionaire during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the Services to the Grantor and/or the Replacement Concessionaire:
 - (i) to information and documentation relating to the Transferring Services that is in the possession or control of the Concessionaire or its Sub-Contractors (and the Concessionaire agrees and will procure that its Sub-Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (ii) following reasonable notice and during the Concessionaire's normal business hours, to members of the Concessionaire Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Concessionaire or its Sub-Contractors.

6.5. Disputes Relating to Termination Services

6.5.1. Where there is any dispute between the Parties regarding the manner in which the Termination Services are to be performed, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

7. Knowledge Transfer

7.1. During the Termination Assistance Period, the Concessionaire will:

- a) transfer all training material and provide appropriate training to those Grantor and/or Replacement Concessionaire staff responsible for internal training in connection with the provision of the Services;
- b) provide for transfer to the Grantor and/or the Replacement Concessionaire of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents including support and training services for government departments, Parliaments and Assemblies; and
- c) provide the Concessionaire and/or Replacement Concessionaire with access to such members of the Concessionaire's or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Concessionaire or its Sub-Contractors.

7.2. To facilitate the transfer of knowledge from the Concessionaire to the Grantor and/or its Replacement Concessionaire, the Concessionaire will provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Grantor and/or the Replacement Concessionaire.

7.3. The information which the Concessionaire will provide to the Grantor and/or its Replacement Concessionaire pursuant to Paragraph 7.1 above will include:

- a) copies of up-to-date procedures and operations manuals;
- b) product information;
- c) agreements with third party suppliers of goods and services which are to be transferred to the Grantor;
- d) key support contact details for third party supplier personnel under Contracts which are to be assigned or novated to the Grantor pursuant to this Schedule 15;

- e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
- f) details of physical and logistical security processes and tools which will be available to the Grantor; and
- g) any relevant interface information.

7.4. During the Termination Assistance Period the Concessionaire will grant any agent or personnel (including employees, consultants and Concessionaires) of the Replacement Concessionaire and/or the Grantor, access during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that any such agent or personnel (including employees, consultants and Concessionaires) having access to any Sites under this Paragraph will sign a confidentiality undertaking in favour of the Concessionaire as reasonably necessary to protect the Concessionaire's proprietary, confidential or commercially sensitive information.

8. Assets, Sub-Contracts and Software

8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Concessionaire will not, without the Grantor's prior written consent:

- a) terminate, enter into or vary any sub-contract;
- b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
- c) terminate, enter into or vary any licence for software in connection with the Services.

8.2. Within thirty (30) days of receipt of the up-to-date Registers provided by the Concessionaire pursuant to Paragraph 6.4 above, the Grantor will provide written notice to the Concessionaire setting out:

- a) which Assets the Grantor requires to be transferred to the Grantor and/or its Replacement Concessionaire; and
- b) which sub-contracts and other agreements specified in Paragraph 3.5 above the Grantor requires to be assigned or novated to the Grantor and/or its Replacement Concessionaire (the "Transferring Contracts");

in order for the Grantor and/or its Replacement Concessionaire to provide the Services at the expiry of the Termination Assistance Period.

- 8.3. Where requested by the Grantor and/or its Replacement Concessionaire, the Concessionaire will provide all reasonable assistance to the Grantor and/or its Replacement Concessionaire to enable it to determine which Assets and Transferring Contracts the Grantor and/or its Replacement Concessionaire requires in order to provide the Services.
- 8.4. The Concessionaire will, with effect from no later than the end of the Termination Assistance Period, assign to the Grantor (and/or its nominated Replacement Concessionaire), free from all liens, charges, options, encumbrances and third party rights, title to and all rights and interests in those Exclusive Assets identified by the Grantor pursuant to Paragraph 8.2 above. Such Exclusive Assets will be acquired by the Grantor (and/or the Replacement Concessionaire, as appropriate) for a consideration equal to their Net Book Value. In respect of those Non-Exclusive Assets that the Grantor has identified pursuant to Paragraph 8.2, the Concessionaire will either (at the Grantor's option, acting reasonably):
- a) sell such Assets to the Grantor and/or its Replacement Concessionaire at an agreed price; or
 - b) offer or procure for the Grantor and/or its Replacement Concessionaire the use, rental or licensing of such assets (as appropriate) in each case for such period of time and on such commercial and other terms as may be agreed between the Parties, acting reasonably.
- 8.5. The Concessionaire will assign or procure the novation to the Grantor of the Transferring Contracts. The Concessionaire will execute such documents and provide such other assistance as the Grantor reasonably requires to effect this novation or assignment.
- 8.6. The Grantor will:
- a) accept assignments from the Concessionaire or join with the Concessionaire in procuring a novation of each Transferring Contract;
 - b) once a Transferring Contract is novated or assigned to the Grantor and/or the Replacement Concessionaire, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract,

or as applicable, procure that a Replacement Concessionaire does the same.

- 8.7. The Concessionaire will provide such further assistance and take such action as may be reasonably required including in relation to the transfer of any Transferring Contracts.
- 8.8. The Concessionaire will indemnify the Grantor (and/or the Replacement Concessionaire, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a sub-contract which is assigned or novated to the Grantor (and/or Replacement Concessionaire) pursuant to Paragraph 8.5 above in relation to any matters arising prior to the date of assignment or novation of such sub-contract.

9. Concessionaire Personnel

- 9.1. The Grantor and Concessionaire agree and acknowledge that in the event of the Concessionaire ceasing to provide the Services or a part of them for any reason, Schedule 21 (Staff Transfer) will apply.
- 9.2. The Concessionaire will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Grantor and/or its Replacement Concessionaire.
- 9.3. During the Termination Assistance Period, the Concessionaire will give the Grantor and/or its Replacement Concessionaire reasonable access to the Concessionaire's personnel to present the case for transferring their employment to the Grantor and/or its Replacement Concessionaire.
- 9.4. The Concessionaire will immediately notify the Grantor or, at the direction of the Grantor, the Replacement Concessionaire of any period of notice given by the Concessionaire or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 9.5. The Concessionaire will not re-employ or re-engage or entice any employees, Concessionaires or Sub-Contractors whose employment or engagement is transferred to the Grantor and/or its Replacement Concessionaire for a period of twelve (12) Months from the date of transfer.

10. Charges and Apportionments

- 10.1. All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Assets and sub-contracts transferred to the Grantor and/or the Replacement Concessionaire pursuant to Paragraph 8 above will be apportioned between the Grantor and the Concessionaire; or the Replacement Concessionaire and the Concessionaire, as applicable.

10.2. This apportionment will be carried out as follows:

- a) the payments will be annualised and divided by 365 to reach a daily rate;
- b) the Grantor will be responsible for or will procure that the Replacement Concessionaire will be responsible for or entitled to (as the case may be) that part of the value of the invoice as is produced by multiplying the number of complete days of the invoice period following the transfer by the daily rate; and
- c) the Concessionaire will be responsible for or entitled to (as the case may be) the rest of the invoice.

10.3. Each Party will pay and/or the Grantor will procure that the Replacement Concessionaire will pay any monies due under Paragraph 10.1 as soon as reasonably practicable.

Schedule 21

Staff transfer

1. Definitions

1.1. In this Schedule, the following definitions will apply:

“Concessionaire’s Final Personnel List”	a list provided by the Concessionaire of all Personnel who will transfer under the Employment Regulations on the Service Transfer Date.
“Concessionaire’s Provisional Personnel List”	a list prepared and updated by the Concessionaire of all Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Concessionaire.
“Former Concessionaire”	a concessionaire supplying services to the Concessionaire before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and will include any sub-contractor of such concessionaire (or any sub-contractor of any such sub-contractor).
“Notified Sub-contractor”	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Former Concessionaire Employees will transfer on a Relevant Transfer Date.
“Replacement Sub-contractor”	a sub-contractor of the Replacement Concessionaire to whom Transferring Concessionaire Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor).
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies.
“Relevant Transfer Date”	in relation to a Relevant Transfer means the date upon which the Relevant Transfer takes place, or the Commencement Date where the incumbent starts the new Contract.
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the concessionaire or any Sub-

	contractor to a Replacement Concessionaire or a Replacement Sub-contractor.
“Service Transfer Date”	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires.
“Staffing Information”	in relation to all persons identified on the Concessionaire’s Provisional Personnel List or Concessionaire’s Final Personnel List, as the case may be, all information required in Annex E2 Staffing Information in the format specified and with the identities of Data Subjects anonymised where possible. The Grantor may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
“Statutory Schemes”	means the CSPA, NHSPA or LGPS as defined in the Annexes to Part D of this Schedule.
“Transferring Former Concessionaire Employees”	in relation to a Former Concessionaire, those employees of the Former Concessionaire to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Concessionaire Employees”	those employees of the Concessionaire and/or the Concessionaire’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. Interpretation

- 2.1. Where a provision in this Schedule imposes an obligation on the Concessionaire to provide an indemnity, undertaking or warranty, the Concessionaire will procure that each of its Sub-contractors will comply with such obligation and provide such indemnity, undertaking or warranty to the Grantor, Former Concessionaire, Replacement Concessionaire or Replacement Sub-contractor, as the case may be.

3. Applicable Parts of this Schedule

- 3.1. The following parts of this Schedule will apply to this Contract:

3.1.1. Part A (Staff Transfer At Operational Commencement Date – Outsourcing From the Grantor). N/A

3.1.2. Part B (Staff Transfer At Operational Commencement Date – Transfer From Former Concessionaire) N/A

3.1.3. Part C (No Staff Transfer On Operational Commencement Date)

3.1.4. Part D (Pensions) N/A

- a) [- Annex D1 (CSPS)]
- b) [- Annex D2 (NHSPS)]
- c) [- Annex D3 (LGPS)]
- d) [- Annex D4 (Other Schemes)]

3.1.5. Part E (Employment Exit Provisions) of this Schedule will always apply to this Contract, including:

- e) (a) Annex E1 (List Of Notified Sub-Contractors)
- f) (b) Annex E2 (Staffing Information).

Schedule 21 Part A: Transferring Grantor Employees at Commencement of Services

N/A

**Schedule 21 Part B: Transferring Former Concessionaire Employees at
Commencement of Services**

N/A

Schedule 21 Part C: No Transfer of Employees Expected at Commencement of Services

1. Procedure in the Event of Transfer

- 1.1. The Grantor and the Concessionaire agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Grantor and/or any Former Concessionaire.
- 1.2. If any employee of the Grantor and/or a Former Concessionaire claims, or it is determined in relation to any employee of the Grantor and/or a Former Concessionaire, that his/her contract of employment has been transferred from the Grantor and/or the Former Concessionaire to the Concessionaire and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1. the Concessionaire will, and will procure that the relevant Sub-contractor will, within 5 Working Days of becoming aware of that fact, give notice in writing to the Grantor and, where required by the Grantor, give notice to the Former Concessionaire; and
 - 1.2.2. the Grantor and/or the Former Concessionaire may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Concessionaire or the Sub-contractor (as appropriate) or take such other reasonable steps as the Grantor or Former Concessionaire (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3. If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Grantor and/or the Former Concessionaire), the Concessionaire will, or will procure that the Sub-contractor will, immediately release the person from his/her employment or alleged employment.
- 1.4. If by the end of the 15 Working Day period specified in Paragraph 1.2.2:
 - 1.4.1. no such offer of employment has been made;
 - 1.4.2. such offer has been made but not accepted; or
 - 1.4.3. the situation has not otherwise been resolved,the Concessionaire and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2. Indemnities

2.1. Subject to the Concessionaire and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Grantor will:

2.1.1. indemnify the Concessionaire and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Grantor referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Concessionaire takes, or will procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2. procure that the Former Concessionaire indemnifies the Concessionaire and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Concessionaire referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Concessionaire takes, or will procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2. If any such person as is described in Paragraph 1.2 is neither re employed by the Grantor and/or the Former Concessionaire as appropriate nor dismissed by the Concessionaire and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person will be treated as having transferred to the Concessionaire and/or the Sub-contractor (as appropriate) and the Concessionaire will, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.

2.3. Where any person remains employed by the Concessionaire and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee will remain with the Concessionaire and/or the Sub-contractor and the Concessionaire will indemnify the Grantor and any Former Concessionaire, and will procure that the Sub-contractor will indemnify the Grantor and any Former Concessionaire, against any Employee Liabilities that either of them may incur in respect of any such employees of the Concessionaire and/or employees of the Sub-contractor.

2.4. The indemnities in Paragraph 2.1:

2.4.1. will not apply to:

- a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Concessionaire and/or any Sub-contractor; or
- b) any claim that the termination of employment was unfair because the Concessionaire and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

2.4.2. will apply only where the notification referred to in Paragraph 1.2.1 is made by the Concessionaire and/or any Sub-contractor to the Grantor and, if applicable, Former Concessionaire within 6 months of the Relevant Transfer Date.

3. Procurement Obligations

3.1. Where in this Part C the Grantor accepts an obligation to procure that a Former Concessionaire does or does not do something, such obligation will be limited so that it extends only to the extent that the Grantor's contract with the Former Concessionaire contains a contractual right in that regard which the Grantor may enforce, or otherwise so that it requires only that the Grantor must use reasonable endeavours to procure that the Former Concessionaire does or does not act accordingly.

Schedule 21 Part D: Pensions

N/A

Schedule 21 Part E: Employment Exit Provisions

1. Pre-service Transfer Obligations

1.1. The Concessionaire agrees that within 20 Working Days of the earliest of:

1.1.1. receipt of a notification from the Grantor of a Service Transfer or intended Service Transfer;

1.1.2. receipt of the giving of notice of early termination or any Partial Termination of this Contract; and

1.1.3. the date which is 12 months before the end of the Term; or

1.1.4. receipt of a written request of the Grantor at any time (provided that the Grantor will only be entitled to make one such request in any 6 month period),

it will provide in a suitably anonymised format so as to comply with the DPA 2018, the Concessionaire's Provisional Concessionaire Personnel List, together with the Staffing Information and it will provide an updated Concessionaire's Provisional Concessionaire Personnel List at such intervals as are reasonably requested by the Grantor.

- 1.2. At least 20 Working Days prior to the Service Transfer Date, the Concessionaire will provide to the Grantor or at the direction of the Grantor to any Replacement Concessionaire and/or any Replacement Sub-contractor:
 - 1.2.1. The Concessionaire's Final Concessionaire Personnel List, which will identify which of the Concessionaire Personnel are Transferring Concessionaire Employees; and
 - 1.2.2. the Staffing Information in relation to the Concessionaire's Final Concessionaire Personnel List (insofar as such information has not previously been provided).
- 1.3. The Grantor will be permitted to use and disclose information provided by the Concessionaire under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Concessionaire and/or Replacement Sub-contractor.
- 1.4. The Concessionaire warrants, for the benefit of the Grantor, any Replacement Concessionaire, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 will be true and accurate in all material respects at the time of providing the information.
- 1.5. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Concessionaire agrees, that it will not, and agrees to procure that each Sub-contractor will not, assign any person to the provision of the Services who is not listed on the Concessionaire's Provisional Concessionaire Personnel List and will not without the approval of the Grantor (not to be unreasonably withheld or delayed):
 - 1.5.1. replace or re-deploy any Concessionaire Personnel listed on the Concessionaire Provisional Concessionaire Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
 - 1.5.2. except in the normal course of business make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Concessionaire Personnel (including pensions and any payments connected with the termination of employment);
 - 1.5.3. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Concessionaire Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- 1.5.4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Concessionaire's Provisional Concessionaire Personnel List;
- 1.5.5. increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6. terminate or give notice to terminate the employment or contracts of any persons on the Concessionaire's Provisional Concessionaire Personnel List save by due disciplinary process,

and will promptly notify, and procure that each Sub-contractor will promptly notify, the Grantor or, at the direction of the Grantor, any Replacement Concessionaire and any Replacement Sub-contractor of any notice to terminate employment given by the Concessionaire or relevant Sub-contractor or received from any persons listed on the Concessionaire's Provisional Concessionaire Personnel List regardless of when such notice takes effect.

1.6. During the Term, the Concessionaire will provide, and will procure that each Sub-contractor will provide, within 20 Working Days to the Grantor any information the Grantor may reasonably require relating to the manner in which the Services are organised, which will include:

- 1.6.1. the numbers of Concessionaire Personnel engaged in providing the Services;
- 1.6.2. the percentage of time spent by each Concessionaire Personnel engaged in providing the Services;
- 1.6.3. the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) of this Schedule 28 (Staff Transfer) (as appropriate); and
- 1.6.4. a description of the nature of the work undertaken by each Concessionaire Personnel by location.

1.7. The Concessionaire will provide, and will procure that each Sub-contractor will provide, all reasonable cooperation and assistance to the Grantor, any Replacement Concessionaire and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Concessionaire Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Concessionaire Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Concessionaire will provide, and will procure that each Sub-contractor will provide, to the Grantor or, at the direction of the Grantor, to any Replacement Concessionaire and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Concessionaire's Final Concessionaire Personnel List who is a Transferring Concessionaire Employee:

- 1.7.1. the most recent month's copy pay slip data;
- 1.7.2. details of cumulative pay for tax and pension purposes;
- 1.7.3. details of cumulative tax paid;
- 1.7.4. tax code;
- 1.7.5. details of any voluntary deductions from pay;
- 1.7.6. a copy of any personnel file and/or any other records regarding the service of the Transferring Concessionaire Employee;

1.7.7. a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

1.7.8. bank/building society account details for payroll purposes.

1.8. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Concessionaire agrees that following within 20 Working Days of a request from the Grantor it will and will procure that each Sub-contractor will use reasonable endeavours to comply with any request to align and assign Concessionaire Personnel to any future delivery model proposed by the Grantor for Replacement Services within 30 Working Days or such longer timescale as may be agreed.

1.9. Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 will be agreed in accordance with the Change Control Procedure.

2. Employment Regulations Exit Provisions

2.1. The Grantor and the Concessionaire acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Concessionaire and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Grantor and the Concessionaire further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Concessionaire and the Transferring Concessionaire Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Concessionaire and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Concessionaire Employee.

2.2. The Concessionaire will, and will procure that each Sub-contractor will, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Concessionaire Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and will perform and discharge, and procure that each Sub-contractor will perform and discharge, all its obligations in respect of any person identified in the Concessionaire's Final Concessionaire Personnel List all the Transferring Concessionaire Employees arising in respect of the period up to (and including but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (and including but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments will be made between:

2.2.1. the Concessionaire and/or the Sub-contractor (as appropriate); and

2.2.2. the Replacement Concessionaire and/or Replacement Sub-contractor.

2.3. Subject to Paragraph 2.4, the Concessionaire will indemnify the Grantor and/or the Replacement Concessionaire and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

2.3.1. any act or omission of the Concessionaire or any Sub-contractor in respect of any Transferring Concessionaire Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Concessionaire Employee whether occurring before, on or after the Service Transfer Date;

2.3.2. the breach or non-observance by the Concessionaire or any Sub-contractor occurring before but excluding the Service Transfer Date of:

a) (any collective agreement applicable to the Transferring Concessionaire Employees; and/or

b) any other custom or practice with a trade union or staff association in respect of any Transferring Concessionaire Employees which the Concessionaire or any Sub-contractor is contractually bound to honour;

- 2.3.3. any claim by any trade union or other body or person representing any Transferring Concessionaire Employees arising from or connected with any failure by the Concessionaire or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
- 2.3.4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Concessionaire Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - b) in relation to any employee who is not identified in the Concessionaire's Final Concessionaire Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Concessionaire to the Grantor and/or Replacement Concessionaire and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;

- 2.3.5. a failure of the Concessionaire or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Concessionaire Employees in respect of the period up to (but excluding) the Service Transfer Date);
- 2.3.6. any claim made by or in respect of any person employed or formerly employed by the Concessionaire or any Sub-contractor other than a Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List for whom it is alleged the Grantor and/or the Replacement Concessionaire and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.3.7. any claim made by or in respect of a Transferring Concessionaire Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Concessionaire Employee relating to any act or omission of the Concessionaire or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Grantor and/or Replacement Concessionaire to comply with regulation 13(4) of the Employment Regulations.

2.4. The indemnities in Paragraph 2.3 will not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Concessionaire and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- 2.4.1. arising out of the resignation of any Transferring Concessionaire Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Concessionaire and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- 2.4.2. arising from the Replacement Concessionaire's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5. If any person who is not identified in the Concessionaire's Final Concessionaire Personnel List claims, or it is determined in relation to any person who is not identified in the Concessionaire's Final Concessionaire Personnel List, that his/her contract of employment has been transferred from the Concessionaire or any Sub-contractor to the Replacement Concessionaire and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

2.5.1. the Grantor will procure that the Replacement Concessionaire will, or any Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, give notice in writing to the Concessionaire; and

2.5.2. the Concessionaire may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Concessionaire and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6. If such offer is accepted, or if the situation has otherwise been resolved by the Concessionaire or a Sub-contractor, the Grantor will procure that the Replacement Concessionaire will, or procure that the Replacement Sub-contractor will, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7. If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1. no such offer of employment has been made;

2.7.2. such offer has been made but not accepted; or

2.7.3. the situation has not otherwise been resolved

the Grantor will advise the Replacement Concessionaire and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8. Subject to the Replacement Concessionaire and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Concessionaire will indemnify the Replacement Concessionaire and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Concessionaire takes, or will procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9. The indemnity in Paragraph 2.8:

2.9.1. will not apply to:

a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- (iii) in any case in relation to any alleged act or omission of the Replacement Concessionaire and/or Replacement Sub-contractor; or

b) any claim that the termination of employment was unfair because the Replacement Concessionaire and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

- 2.9.2. will apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Concessionaire and/or Replacement Sub-contractor to the Concessionaire within 6 months of the Service Transfer Date.
- 2.10. If any such person as is described in Paragraph 2.5 is neither re-employed by the Concessionaire or any Sub-contractor nor dismissed by the Replacement Concessionaire and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person will be treated as a Transferring Concessionaire Employee.
- 2.11. The Concessionaire will, and will procure that each Sub-contractor will, promptly provide to the Grantor and any Replacement Concessionaire and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Grantor, the Replacement Concessionaire and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Grantor will procure that the Replacement Concessionaire and/or Replacement Sub-contractor, will promptly provide to the Concessionaire and each Sub-contractor in writing such information as is necessary to enable the Concessionaire and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.12. Subject to Paragraph 2.13, the Grantor will procure that the Replacement Concessionaire indemnifies the Concessionaire on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors, and where it is unable to procure such an indemnity within a reasonable time will on demand indemnify the Concessionaire, against any Employee Liabilities arising from or as a result of:
- 2.12.1. any act or omission of the Replacement Concessionaire and/or Replacement Sub-contractor in respect of any Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Concessionaire Employee;
 - 2.12.2. the breach or non-observance by the Replacement Concessionaire and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire Personnel List; and/or
 - b) any custom or practice in respect of any Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire

Personnel list which the Replacement Concessionaire and/or Replacement Sub-contractor is contractually bound to honour;.

- 2.12.3. any claim by any trade union or other body or person representing any Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire Personnel List arising from or connected with any failure by the Replacement Concessionaire and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.12.4. any proposal by the Replacement Concessionaire and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire Personnel List on or after their transfer to the Replacement Concessionaire or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Concessionaire's Final Concessionaire Personnel List who would have been a Transferring Concessionaire Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.12.5. any statement communicated to or action undertaken by the Replacement Concessionaire or Replacement Sub-contractor to, or in respect of, any Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Concessionaire in writing;
- 2.12.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and

b) in relation to any employee who is not a Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Concessionaire or Sub-contractor, to the Replacement Concessionaire or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

2.12.7. a failure of the Replacement Concessionaire or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.12.8. any claim made by or in respect of a Transferring Concessionaire Employee identified in the Concessionaire's Final Concessionaire Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Concessionaire Employee relating to any act or omission of the Replacement Concessionaire or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.12.9. The indemnities in Paragraph 2.12 will not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Concessionaire and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Concessionaire and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

Schedule 21 Annex E2: Staffing Information

Employee Information (Anonymised)

Name of Transferor:

Number of Employees in-scope to transfer:

1. Completion notes

- 1.1. If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.
- 1.2. This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.
- 1.3. If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Date of Birth (dd/mm/yy)	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

EMPLOYEE DETAILS & KEY TERMS							
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No						

	OTHER		
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

