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THE CONCESSION CONTRACT FOR THE OFFICIAL PUBLISHING OF THE GAZETTE

Dated: 1 January 2020

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

- and -

(2) THE STATIONERY OFFICE LIMITED

CONTRACT

relating to

**THE CONCESSION CONTRACT FOR
THE OFFICIAL PUBLISHING OF
THE GAZETTE**

THIS CONTRACT is made on

BETWEEN:

- (1) The **SECRETARY OF STATE FOR DIGITAL, 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 55 Wells Street, London, W1A 3AE (the "**Concessionaire**")

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

WHEREAS

- A) On 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 11 March 2019.
- (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 shall 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. Any the event of conflict between a definition in Schedule 1 and a definition in another Schedule, the latter shall prevail within the relevant Schedule ONLY, the former shall 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 shall 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 shall 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 41 (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 10 (Royalties, Payments and Open Book Accounting) and to perform all other obligations on the Concessionaire as set out in the Contract.
- 5.2 Unless otherwise provided, each Party shall 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 shall 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 shall comply with the provisions of Schedule 21 (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 shall:
- (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 11 (Governance and Reporting).

8 Concessionaire's Staff

8.1 All personnel deployed on the work relating to the Contract 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 shall 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 shall 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 shall:

- (a) subject to Schedule 17 (Staff Transfer), retain overall control of the Concessionaire Staff at all times so that the Concessionaire Staff shall 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 shall be a Default by the Concessionaire.

Key Personnel

8.5 The Concessionaire shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 16 (Key Personnel and Sub-Contractors) lists the Key Roles and names of the persons who the Concessionaire shall appoint to fill those Key Roles at the Effective Date.

8.6 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 shall be included on the list of Key Personnel.

8.7 The Concessionaire shall 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).

8.8 The Concessionaire shall 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 shall 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.

Income Tax and National Insurance Contributions

8.9 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 shall:

- (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.

Staff Transfer

- 8.10 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 17 (Staff Transfer) will apply on such commencement, expiry and/or termination.

9 Grantor's Obligations

- 9.1 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.

SECTION B: SERVICES

10 Service Implementation

- 10.1 The Concessionaire will deliver for approval by the Grantor an Implementation Plan prepared in accordance with Paragraph 3 of Schedule 3 (Implementation). The Concessionaire's performance of its obligations under this Clause 10 will be monitored against the Transition Plan and Implementation Plan.

11 Approval of Milestones

- 11.1 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 3 (Implementation).

12 The Services

- 12.1 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.
- 12.2 The Concessionaire agrees throughout the Term and within reasonable timescales to:
- 12.2.1 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 15 (Exit Management);
 - 12.2.2 grant a perpetual, assignable, royalty-free and non-exclusive licence of the Transformation Assets (including any part made available in accordance with Clause 12.2.1 above) to the Grantor; and/or
 - 12.2.3 take all such further action as is required to give full effect to the rights granted to the Grantor in this Clause 12.
- 12.3 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 shall be without prejudice to the right of the Grantor to exercise those rights set down in Clauses 38 and 40 of this Contract.

13 Service Levels

- 13.1 From the Commencement Date, the Concessionaire shall at all times achieve or exceed the Service Levels in respect of the Services.
- 13.2 In addition to its obligations pursuant to Clause 13.1, the Concessionaire shall perform the Services with promptness, diligence and in a professional manner, in accordance with the Law and Good Industry Practice.
- 13.3 The Concessionaire will at all times comply with the Quality Standards, and where applicable will maintain accreditation with the relevant Quality Standards authorisation body.
- 13.4 The Concessionaire acknowledges that its failure to comply with Clauses 13.2 and 13.3 may have a material adverse impact on the operations and/or reputation of the Grantor. If the Concessionaire fails to comply with Clause 13.2 and/or 13.3 in respect of any The Gazette Services, or Quality Standard, or any aspect of any The Gazette Services or Quality Standards, such failure shall be treated in accordance with the regime set out in Schedule 11 (Performance Management and Service Levels).
- 13.5 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.
- 13.6 The Concessionaire will ensure that all Staff supplying the Services do so with all due skill, care and diligence.
- 13.7 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.

14 Service and Business Improvements and Development of Service and Business

- 14.1 As part of its quality management process during the Term, the Concessionaire shall regularly explore and identify opportunities to improve and enhance the Services as required in Schedule 2 (Services Specification) and in Schedule 5 (Business Development). The Concessionaire shall seek, at no extra cost to the Grantor, to continuously improve and enhance the delivery 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.
- 14.2 As part of this obligation the Concessionaire shall identify and report to the Grantor at the Strategy Board and/or Delivery Board meetings as specified in Schedule 12 (Governance and Reporting).

15 Control of Contract Standard

- 15.1 The Concessionaire shall at the Commencement Date instigate and maintain throughout the Term a system which ensures that The Gazette Services are carried out to the Contract Standard. This system shall be based on and incorporate the mechanisms set out in this Clause 15 and all relevant requirements of the Specifications.
- 15.2 The Grantor and the Concessionaire shall meet at intervals during the Term, to monitor the provision of The Gazette Services and to resolve any complaints, disputes or problems referred to the meeting. These meetings shall take place in accordance to the requirements set out in Schedule 11 (Performance Management and Service Levels) and Schedule 12 (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.
- 15.3 On date(s) to be agreed, formal meeting(s) will review past, current and future conduct of the Contract and delivery of The Gazette Services. These meetings will also review Service Improvements and Business Improvements. These

meetings will be minuted by the Concessionaire and copied to both of the Parties to this Contract.

- 15.4 The Concessionaire shall submit formal reports as set out in Schedule 11 (Performance Management and Service Levels) and Schedule 12 (Governance and Reporting) (with the exception of the 'Monthly Financial Information Report' under Paragraph 12.3 of Part B of Schedule 12 which is subject to the delivery times specified therein) highlighting problems and potential problems and suggesting remedies and improvements if necessary.

16 The Editorial and Advertisement Service

- 16.1 The Concessionaire shall 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 shall be reviewed and approved by the Strategy Board and include those set out in this Clause 16.

- 16.2 In relation to the Editorial and Advertisement Service:

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

16.2.2 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 shall 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;

16.2.3 the Grantor shall have no responsibility whatsoever for the content of a

Notice.

16.3 The Editorial and Advertisement Service for Notices shall provide an editorial service which shall be restricted as follows:

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

16.3.2 Notices shall be edited for house style only, not for content;

16.3.3 Notices are edited to remove obvious duplications of information;

16.3.4 Notices are edited to re-position material for style;

16.3.5 any additions or deletions required in order to include the minimum necessary information set out in the Business Rules shall be confirmed with the customer; and

16.3.6 no amendments to the text (other than those made as a consequence of 16.3.1 - 16.3.5 above) shall be made without written confirmation from the Advertiser.

16.4 The Concessionaire shall be able to levy a charge for all Notices inserted within The Gazette, in accordance with Schedule 9 (Pricing).

16.5 Any Re-insertion which is required as a result of a publishing error shall be made without charge to the Advertiser and any necessary compensation payment shall be met by the Concessionaire subject to the terms and conditions agreed with the relevant Advertiser. The figure for Re-insertions each Month shall 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:

16.5.1 any circumstances where a Notice category heading is omitted from The Gazette;

16.5.2 when exceptional circumstances create a need for The Gazette to be produced through a non-usual production route, or

16.5.3 when Force Majeure applies.

16.6 All costs associated with the acceptance, editing and publication of Notices shall be met by the Concessionaire for the Term.

16.7 The Concessionaire shall collect all revenues relating to The Gazette.

17 Provision of the Services

Publishing

17.1 Subject to Clause 4, the Concessionaire shall 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.

17.2 The Concessionaire shall:

17.2.1 provide The Gazette data as required to fulfil the obligations set out in Paragraph 3.8 of Schedule 2 pursuant to supporting the Grantor to permanently preserve The Gazette in its digital preservation infrastructure;

17.2.2 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 shall apply in relation to the recovery of costs where the Concessionaire produces Special Editions as set out in Schedule 2 (Services Specification);

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

17.2.4 provide to the Grantor without charge, one (1) copy of each Gazette published by the Concessionaire, excepting for the 'New Year Honours' and

'Birthday Honours' lists for which twelve (12) copies shall be 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.

- 17.3 All costs associated with the publishing services shall be met by the Concessionaire during the Term.

18 Online Publishing Services

- 18.1 The Concessionaire shall 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 Specification).
- 18.2 The Concessionaire shall archive all Publications and provide access to Users to such Archived Publications and the information in them worldwide in an electronic Format via the World Wide Web ("**Archived Publishing Services**").
- 18.3 All costs associated with complying with this Clause 18 shall be paid by the Concessionaire.

Interruption of Service

- 18.4 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 Gazette Services under this Contract, the Concessionaire shall give immediate notice to the Grantor.
- 18.5 In such circumstances the Concessionaire shall be entitled to engage another supplier approved by the Grantor to provide any of The Gazette Services which the Concessionaire has given notice under Clause 18.4 that it cannot provide.
- 18.6 Any additional costs incurred in respect of the Concessionaire contracting The Gazette Services in accordance with Clause 18.5 to another supplier shall be met by the Concessionaire.

Demise of the Crown

- 18.7 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 Specification) of this Contract. A number of associated Proclamations and Orders will also be required to be produced.

- 18.8 The Concessionaire shall be required to ensure that it has emergency publishing arrangements in place to ensure that the requirements as set out in Schedule 2 (Services Specification) 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

19 Due Diligence (General)

19.1 The Concessionaire acknowledges and agrees that:

- 19.1.1 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;
- 19.1.2 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;
- 19.1.3 it has raised all relevant due diligence questions with the Grantor prior to signing this Contract;
- 19.1.4 it has entered into this Contract in reliance on its own due diligence; and
- 19.1.5 it did not rely upon any representation made by or on behalf of the Grantor when entering into this Contract.

20 Conflicts of Interest

- 20.1 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.
- 20.2 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.

21 Compliance with Anti-slavery and Human Trafficking Laws and Policies

21.1 In performing its obligations under the Contract, the Concessionaire shall:

- (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 21.

Due Diligence (Anti-slavery and Human Trafficking)

21.2 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.

21.3 The Concessionaire shall 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.

21.4 The Concessionaire shall 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.

Reports

21.5 The Concessionaire shall 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.
- 21.6 The Concessionaire shall 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.
- 21.7 If the Concessionaire makes a notification to the Grantor pursuant to this Clause 21, the Concessionaire shall 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.
- 21.8 If the Concessionaire breaches this Clause 21 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 21 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.
- 21.9 Any notice served by the Grantor under Clause 21 shall 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 shall terminate).

22 Prevention of Fraud and Bribery

- 22.1 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.

22.2 The Concessionaire shall not during the term of this Contract:

- (c) commit a Prohibited Act; and/or
- (d) 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.

22.3 The Concessionaire shall 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 21.3(a) and make such records available to the Grantor on request.

22.4 The Concessionaire shall immediately notify the Grantor in writing if it becomes aware of any breach of Clause 22.1 and/or 22.2, 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.

22.5 If the Concessionaire makes a notification to the Grantor pursuant to Clause 22.4, the Concessionaire shall 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 22.1 and/or 22.2, 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.

22.6 If the Concessionaire is in Default under Clauses 22.1 and/or 22.2, 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.

22.7 Any notice served by the Grantor under Clause 22.6 shall 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 shall terminate).

23 Discrimination

23.1 The Concessionaire shall:

- (a) perform its obligations under this Contract (including those in relation to The Gazette 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 4 (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).

23.2 The Concessionaire will take all reasonable steps to secure the observance of Clause 23.1 by all Staff.

24 Warranties and Representations

24.1 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).

24.2 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 Gazette 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.

24.3 The representations and warranties set out in Clause 24.2 shall 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.

24.4 Each of the representations and warranties set out in Clauses 24.1 and 24.2 shall be construed as a separate representation and warranty and shall 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.

- 24.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 24.1 or 24.2 has been breached, is untrue or is misleading, it shall 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.
- 24.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Grantor may have in respect of breach of that provision by the Concessionaire.
- 24.7 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.
- 24.8 The Registers described in Paragraph 3.1 of Schedule 15 (Exit Management) and/or the Business Process Manual will be adequate to enable the Grantor or the Replacement Concessionaire to provide The Gazette Services on termination or expiry of this Contract; and

25 Environmental Requirements

- 25.1 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 4 (Policies), subject to the provisions of Paragraph 1 of that Schedule (save that the Concessionaire shall be relieved specifically from compliance under this Contract with "the UK Government's 'Greening Government Commitments'", as stated in the Grantor's environmental policy), which is to promote the use of environmentally-friendly processes and materials.

26 Health and Safety

- 26.1 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.

- 26.2 The Concessionaire will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under this Contract.
- 26.3 The Concessionaire will perform its obligations under this Contract in accordance with the Grantor's Health & Safety policy as outlined in Schedule 4 (Policies) (to the extent to which the same is applicable to the Concessionaire's performance of The Gazette Services), subject to the provisions of Paragraph 1 of that Schedule.
- 26.4 The Concessionaire will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Grantor on request.

CONCESSIONAIRE'S INFORMATION OBLIGATIONS

27 Data Protection

- 27.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Grantor is the Controller and the Concessionaire is the Processor. The only processing that the Concessionaire is authorised to do is determined by the Grantor (as outlined in Schedule 22 – Processing, Personal Data and Data Subjects) and may not be determined by the Concessionaire except as is required by Law or any Regulatory Body
- 27.2 The Concessionaire shall notify the Grantor immediately if it considers that any of the Grantor's instructions infringe the Data Protection Legislation.
- 27.3 The Concessionaire shall provide all reasonable assistance to the Grantor in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Grantor, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the processing operations in relation to The Gazette Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

27.4 The Concessionaire shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with the instructions of the Grantor, unless the Concessionaire is required to do otherwise by Law. If it is so required the Concessionaire shall promptly notify the Grantor before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Grantor as appropriate, to protect against a Data Loss Event 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;
- (c) ensure that:
 - (i) the Concessionaire Staff do not process Personal Data except in accordance with this Contract or as is required by Law or any Regulatory Body;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Concessionaire Staff who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Concessionaire's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Concessionaire or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Grantor or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Grantor has been obtained and the following conditions are fulfilled:
- (i) the Grantor or the Concessionaire has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Grantor;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 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
 - (iv) the Concessionaire complies with any reasonable instructions notified to it in advance by the Grantor with respect to the processing of the Personal Data;

- (e) 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.

27.5 Subject to Clause 26.6, the Concessionaire shall notify the Grantor immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

27.6 The Concessionaire's obligation to notify under Clause 26.5 shall include the provision of further information to the Grantor in phases, as details become available.

27.7 Taking into account the nature of the processing, the Concessionaire shall provide the Grantor with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 26.5 (and insofar as possible within the timescales reasonably required by the Grantor) including by promptly providing:

- (a) the Grantor with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Grantor to enable the Grantor to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Grantor, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Grantor following any Data Loss Event;
- (e) assistance as requested by the Grantor with respect to any request from the Information Commissioner's Office, or any consultation by the Grantor with the Information Commissioner's Office.

27.8 The Concessionaire shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 27. This requirement does not apply where the Concessionaire employs fewer than 250 staff, unless:

- (a) the Grantor determines that the processing is not occasional;
- (b) the Grantor determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Grantor determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

27.9 The Concessionaire shall allow for reasonable audits of its Data Processing activity by the Grantor or the Grantor's designated auditor.

27.10 The Concessionaire shall designate a data protection officer if required by the Data Protection Legislation.

27.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Concessionaire must:

- (a) notify the Grantor in writing of the intended Sub-processor and processing;

- (b) obtain the written consent of the Grantor;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to the Sub-processor; and
- (d) provide the Grantor with such information regarding the Sub-processor as the Grantor may reasonably require.

27.12 The Concessionaire shall remain fully liable for all acts or omissions of any Sub-processor.

27.13 Any changes to this Clause 27 shall be made subject to the provisions of Schedule 13 (Change Control Procedure) and shall be subject to mutual agreement which shall not be unreasonably withheld

27.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Grantor may on not less than 30 Working Days' notice to the Concessionaire amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

27.15 The Grantor shall provide reasonable assistance to the Concessionaire with the Concessionaire's compliance with this Clause 27 and the Grantor will comply with their own obligations under the Data Protection Legislation.

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

28.1 The Concessionaire will comply with, and will ensure that its Staff comply with, the provisions of:

28.1.1 the Official Secrets Acts 1911 to 1989; and

28.1.2 Section 182 of the Finance Act 1989.

28.2 In the event that the Concessionaire or its Staff fail to comply with Clause 28.1, the Grantor may terminate this Contract by giving notice in writing to the Concessionaire.

29 Confidential Information

- 29.1 For the purposes of this Clause 29 (Confidential Information), the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 29.2 Except to the extent set out in this Clause 29, or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 29.2.1 treat the Disclosing Party’s Confidential Information as confidential and safeguard it accordingly;
 - 29.2.2 not disclose the Disclosing Party’s Confidential Information to any other person without the owner’s prior written consent;
 - 29.2.3 not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 29.2.4 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.
- 29.3 The Recipient shall 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 30 (Transparency and Freedom of Information) shall apply to disclosures required under the FOIA, the EIR and/or the RPSIR;
 - (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.

29.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall 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.

29.5 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 Gazette 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.

Where the Concessionaire discloses Confidential Information of the Grantor pursuant to this Clause 29.5, it shall 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.

29.6 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 29.6(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 41 (Step-In Rights) and/or Exit Management rights pursuant to Schedule 15; 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;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Grantor under this Clause 29.

29.7 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 Gazette 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.

29.8 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.

- 29.9 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.
- 29.10 The Grantor will procure that any third party to whom the Concessionaire's Confidential Information is disclosed pursuant to this Clause 29.10 is equally bound by the Grantor's obligations of confidentiality.
- 29.11 Nothing in this Clause 29 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.
- 29.12 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 38 (Termination on Default).
- 29.13 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.
- 29.14 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.

30 Transparency and Freedom of Information

30.1 The Parties acknowledge that the content of this Contract including any changes to this Contract agreed from time to time (the “**Transparency Information**”) except for:

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

is not Confidential Information.

30.2 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, the EIR and/or the RPSIR redacted). The Grantor shall, prior to publication, consult with the Concessionaire on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

30.3 The Concessionaire shall assist and co-operate with the Grantor to enable the Grantor to publish the Transparency Information.

30.4 If the Grantor believes that publication of any element of the Transparency Information would be contrary to the public interest, the Grantor shall 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.

30.5 The Grantor shall 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.

- 30.6 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 Gazette Services shall 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, the EIR and the RPSIR and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 21.6(c)) and Open Book Data) publish such Information. The Concessionaire shall 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.
- 30.7 The Concessionaire acknowledges that the Grantor is subject to the requirements of the FOIA, the EIR and the RPSIR. The Concessionaire shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Grantor to enable the Grantor to comply with its obligations under the FOIA, the EIR and the RPSIR;
 - (b) 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;
 - (c) provide all necessary assistance as reasonably requested by the Grantor to enable the Grantor to respond to any Request for Information (including any received direct by the Grantor) within the time for compliance set out in Section 10 of the FOIA, Regulation 5 of the EIR or Section 8 of the RPSIR, as applicable;
 - (d) 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

- (e) not respond directly to a Request For Information addressed to the Grantor unless authorised in writing to do so by the Grantor.

- 30.8 The Concessionaire acknowledges that the Grantor may be required under the FOIA, the EIR and the RPSIR to disclose Information (including Commercially Sensitive Information if it is not exempted under the FOIA). The Grantor will consult with the Concessionaire prior to disclosing any Commercially Sensitive Information under this Clause 30. The Grantor shall 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, the EIR and the RPSIR.
- 30.9 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 shall 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 gives his 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.
- 30.10 The Grantor may consult with the Concessionaire to inform its decision regarding any exemptions but the Grantor shall have the final decision in its absolute discretion.
- 30.11 The Concessionaire shall assist and cooperate with the Grantor to enable the Grantor to publish this Contract.
- 30.12 The Concessionaire acknowledges and agrees notwithstanding any copyright of the Concessionaire in any information published pursuant to Clause 30.9

above can be freely re-used through the Open Government Licence.

31 Publicity, Media and Official Enquiries

31.1 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.

31.2 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.

31.3 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 31.1.

31.4 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 Gazette Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

32 Audit

32.1 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 archived according to the provisions of Schedule 2.

32.2 The Grantor shall have the right to conduct audits of the Concessionaire's performance of its obligations under this Contract pursuant to this Clause 32 (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.

32.3 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 shall make available to the Grantor (without limitation):

32.3.1 all information requested by the Grantor within the scope of the required Audit;

32.3.2 the Concessionaire's audited accounts within thirty (30) days of the formal adoption of those accounts;

32.3.3 reasonable access to any premises, equipment or systems controlled by the Concessionaire (whether exclusively or non-exclusively) and used in the performance of The Gazette Services;

32.3.4 access to Concessionaire's Staff; and

32.3.5 any other information reasonably called for by the Grantor.

32.4 The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 32 (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.

32.5 If an Audit identifies that:

32.5.1 the Concessionaire has failed to perform its obligations under this Contract in any material manner, the Parties will agree and implement a remedial plan;

32.5.2 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

33 Crown-owned Rights

33.1 Without prejudice to Clause 34 (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 7 (Security Management), shall notify the Grantor of any IPR which belongs to a third party and shall 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 Gazette 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 Gazette Services.

33.2 The Concessionaire:

- 33.2.1 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 33.1 in the Publications;
- 33.2.2 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

33.2.3 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.

34 Intellectual Property Rights

34.1 Other than as stated in Clause 33 (Crown-owned Rights), provisions for Intellectual Property Rights and Software are dealt with in Schedule 7 (Security Management).

LIABILITY, INDEMNITY AND INSURANCE

35 Liability

35.1 Neither Party excludes or limits liability to the other Party for:

35.1.1 death or personal injury caused by its negligence; or

35.1.2 fraud or fraudulent misrepresentation by it or its employees;

35.1.3 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

35.1.4 any liability to the extent it cannot be limited by or excluded by Law.

35.2 Subject to Clauses 35.3 and 35.5 the Concessionaire will indemnify the Grantor and keep the Grantor fully indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of:

35.2.1 the supply, or the late or purported supply, of The Gazette Services;

35.2.2 the performance or non-performance by the Concessionaire of its obligations under this Contract including any breach of this Contract or Default;

35.2.3 any breach by the Concessionaire or its Sub-Contractors of its obligations of confidentiality under this Contract;

- 35.2.4 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;
 - 35.2.5 the content of a Notice; or
 - 35.2.6 any other loss which is caused directly or indirectly by any act or omission of the Concessionaire.
- 35.3 The Concessionaire's liability in respect of the indemnities in Paragraph 2 of Schedule 7 (Transparency and Intellectual Property Rights) shall be unlimited.
- 35.4 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.
- 35.5 Subject always to Clauses 35.1, 35.3 and 35.7, the liability of either Party hereunder will be subject to the following financial limits:
- 35.5.1 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 five (5) million pounds (£5,000,000); and
 - 35.5.2 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 33, Clause 34 or Clause 35.5.1, above), will in no event exceed five (5) million pounds (£5,000,000).
- 35.6 Subject always to Clause 35.1 and Clause 35.7, in no event will either Party be liable to the other for any:
- 35.6.1 loss of profits (which does not include the Royalty payments pursuant to Schedule 10), business, revenue or goodwill; and/or
 - 35.6.2 loss of savings (whether anticipated or otherwise); and/or
 - 35.6.3 indirect or consequential loss or damage;

arising out of, or in connection with, this Contract provided that this Clause 35.6 shall not prevent the Grantor from recovering the additional cost of the procurement exercise to establish the replacement of The Gazette Services for the remainder of the Term following termination of the Contract as a result of a Default by the Concessionaire.

35.7 Clause 35.5 shall 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 35.5.2 has been reached.

36 Insurance

36.1 The Concessionaire will take out and maintain or procure the maintenance of the Insurances in accordance with the provisions of Schedule 19 (Insurance Requirements) and such Insurances will be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Contract.

36.2 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.

36.3 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

37 Termination on Insolvency and Change of Control

37.1 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:

37.1.1 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

- 37.1.2 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
 - 37.1.3 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 a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 37.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 37.1.5 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
 - 37.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 37.1.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 37.1.8 any event similar to those listed in Clauses 37.1.1 through to 37.1.7 occurs under the law of any other jurisdiction.
- 37.2 The Concessionaire will notify the Grantor immediately if the Concessionaire undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Grantor may terminate this Contract by notice in writing with immediate effect within six (6) Months of:
- 37.2.1 being notified that a Change of Control has occurred; or
 - 37.2.2 where no notification has been made, the date that the Grantor becomes

aware of the Change of Control,

but will not be permitted to terminate where an Approval was granted prior to the Change of Control.

38 Termination on Default

38.1 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:

38.1.1 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

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

38.2 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.

38.3 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 48 (Recovery of Sums Due).

38.4 If any of the events set out in Clauses 37 or 38.1 occur, the Grantor may instead of terminating this Contract, take any of the following actions:

38.4.1 without terminating this Contract, exercise its rights of step-in under Clause 41 (Step-In Rights);

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

39 Termination (other)

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

- (a) where the Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- (b) if a Concessionaire Termination Event occurs;
- (c) if a Force Majeure Event endures for a continuous period of more than 30 days; or
- (d) if the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

and this Contract shall terminate on the date specified in the Termination Notice.

39.2 Where the Grantor:

- (a) is terminating this Contract under Clause 39.1(b) due to the occurrence of either limb (b) and/or (d) 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 39.1(b) or Clause 39.1(c), 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 Gazette Services which are materially affected by the relevant circumstances.

- 39.3 If the operation of Clause 39.2(b) would result in a Partial Termination, the Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure (pursuant to Schedule 13) including the effect the Partial Termination may have on any other services.

40 Consequences of Expiry or Termination

- 40.1 Where the Grantor terminates this Contract under Clause 38 (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.
- 40.2 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.
- 40.3 Termination of this Contract will not affect the continuing rights, remedies or obligations of the Grantor or the Concessionaire under Clauses 5 (Payment Provisions), 22 (Prevention of Fraud and Bribery), 27 (Data Protection), 28 (Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989), 29 (Confidential Information), 30 (Transparency and Freedom of Information), 32 (Audit), 33 (Crown-owned Rights), 34 (Intellectual Property Rights), 35 (Liability), 36 (Insurance), 40 (Consequences of Expiry or Termination), 41 (Step-In Rights), 43 (Recovery upon Termination), 44 (Resolution of Issues), 48 (Recovery of Sums Due), 49 (The Contracts (Rights of Third Parties) Act 1999), 53 (Waiver), 55 (Severability), 57 (Remedies Cumulative), 61 (Dispute Resolution), 62 (Exit Management), and 64 (Governing Law and Jurisdiction), and Schedules 7 (Transparency and Intellectual Property Rights), Schedule 109 (Royalties, Payments and Open Book Accounting), Schedule 11 (Performance Management and Service Levels), 14 (Dispute Resolution), 15 (Exit Management), 16 (Key Personnel and Subcontractors), 17 (Staff Transfer), 18 (Commercially Sensitive Information) and 19 (Insurance Requirements), and any other provision of this Contract which expressly or by

implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Contract.

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

40.4.1 the Concessionaire shall immediately pay any outstanding unpaid Royalty and interest due to the Grantor;

40.4.2 the Concessionaire shall immediately confirm the Royalty due to the Grantor for the current Contract Year up to the Expiry Date; and

40.4.3 on receipt of the information provided by the Concessionaire to the Grantor in accordance with 40.4.2 above, the Grantor shall submit invoices for such Royalty for which no invoice has been submitted, and the Concessionaire shall pay these invoices immediately on receipt.

41 Step-In Rights

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

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

41.2 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 Gazette 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 shall limit the Grantor's right to step-in where it reasonably determines that action should be taken immediately.

41.3 If the Grantor decides to exercise its Step-in Rights without following the actions set out in Clause 41.2, or having followed the actions in Clause 41.2 the Grantor is not satisfied with the Concessionaire's demonstration pursuant to that Clause 41.2, the Grantor may where the Grantor considers it expedient

to do so, without prejudice to its rights under Clause 41.1:

- 41.3.1 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;
 - 41.3.2 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
 - 41.3.3 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).
- 41.4 The Concessionaire will co-operate fully and in good faith with the Grantor, or any other person appointed in respect of Clause 41.3.2, and will adopt any reasonable methodology in providing the services recommended by the Grantor or that person.

Exercise of the Right of Step-in

- 41.5 If the Grantor takes action pursuant to Clause 41.1, the Grantor will serve notice ("**Step-in Notice**") on the Concessionaire that it will be taking action under this Clause 41 (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**");
- 41.6 Following service of a Step-in Notice:
- 41.6.1 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**");
 - 41.6.2 for so long as and to the extent that the Required Action is continuing, then the Concessionaire will not be obliged to provide The Gazette Services to the extent that they are the subject of the Required Action.
- 41.7 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 Gazette Services and the Concessionaire's plan developed in accordance with Clause 41.8.

- 41.8 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 Gazette Services, including any action the Concessionaire proposes to take to ensure that The Gazette Services affected satisfy the requirements of this Contract.
- 41.9 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.
- 41.10 The Concessionaire will bear its own costs in connection with any step-in by the Grantor under this Clause 41 (Step-In Rights), and will pay the Grantor its direct and indirect costs of taking the Required Action.
- 41.11 If the Grantor exercises its rights under this Clause 41 in circumstances where it would otherwise be entitled to terminate this Contract, it shall not exercise such termination rights before the Step-out Date and if on that date the Concessionaire resumes delivery of The Gazette Services in accordance with an Approved Step Out Plan and in a manner which remedies the relevant Default, the Grantor shall 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 Gazette Services is resumed by Concessionaire).

42 Disruption

- 42.1 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.

42.2 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.

42.3 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.

42.4 If the Concessionaire's proposals referred to in Clause 42.3 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.

42.5 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.

43 Recovery upon Termination

43.1 On the expiry of this Contract, without prejudice to the Concessionaire's obligations in Schedule 15 (Exit Management), or on the termination of this Contract for any reason, the Concessionaire will:

43.1.1 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 Gazette Services;

43.1.2 fully assist and co-operate with the Grantor to ensure an orderly transition of the provision of The Gazette Services to the Grantor or Replacement Concessionaire and/or the completion of any work in progress; and

43.1.3 promptly provide all information concerning the provision of The Gazette Services which may reasonably be requested by the Grantor for the purposes of adequately understanding the manner in which The Gazette Services have been provided or for the purpose of allowing the Grantor or the Replacement Concessionaire to conduct due diligence.

43.2 If the Concessionaire fails to comply with Clause 43.1.1, 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

44 Resolution of Issues

44.1 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 14 (Dispute Resolution).

45 Notifications

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

45.2 Subject to Clause 45.5, 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 providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 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).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

45.3 Notices shall 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	The Gazette Business and Operations Director	Head or Procurement and Contract Management
Address	18 Central Avenue, St Andrews Business Park, Norwich NR7 0HR	Kew Richmond Surrey TW9 4DU

Email	<i>[redacted]</i>	procurement@nationalarchives.gov.uk
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45.4 Either Party may change its address for service by serving a notification in accordance with this Clause.

45.5 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 45.2:

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

45.6 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 45.5 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall 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 45.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice. This Clause 45 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 14 (Dispute Resolution)).

46 Mistakes in Information

46.1 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 Gazette Services and will pay the Grantor any extra costs occasioned by any discrepancies, errors or omissions therein.

47 Offers of Employment

47.1 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 Gazette Services and/or the contract management of The Gazette Services without that other Party's prior written consent.

48 Recovery of Sums Due

48.1 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.

48.2 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.

49 The Contracts (Rights of Third Parties) Act 1999

49.1 Save as provided in Schedule 17 (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.

50 Security Requirements

50.1 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 Gazette Services and detailed in Schedule 8 (Security Management).

51 Business Continuity and Disaster Recovery

51.1 The Concessionaire will comply with the provisions of the Business Continuity and Disaster Recovery Plan (BCDR Plan) and the provisions of Schedule 20 (Business Continuity and Disaster Recovery).

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

51.3 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.

52 Transfer and Sub-Contracting

52.1 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.

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

52.3 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.

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

52.4.1 any Crown body; or

52.4.2 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

52.4.3 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.

52.5 Any change in the legal status of the Grantor will not affect the validity of this Contract.

52.6 If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 52.4 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**”):

- 52.6.1 the rights of termination of the Grantor in Clauses 37 (Termination on Insolvency and Change of Control) and 38 (Termination on Default) will be available to the Concessionaire in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - 52.6.2 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.
- 52.7 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 Gazette 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.
- 52.8 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.

53 Waiver

- 53.1 The rights and remedies under this Agreement may be waived only by notice in accordance with Clause 45 (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 shall not constitute a waiver of that right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.

53.2 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.

53.3 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.

54 Variation and Change Control

54.1 The terms and conditions of this Contract may only be amended in writing which is expressed to vary this Contract pursuant to this Clause 54.1 and is signed by duly authorised representatives of the Parties (a “**Variation**”). No purported variation by any other means will bind the Parties.

54.2 Any Change to The Gazette Services or any aspect of The Gazette Services (including, without limitation, 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 11 (Performance Management and Service Levels)) shall be effected through the Change Control Procedure set out in Schedule 13.

55 Severability

55.1 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) shall 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 shall not be affected.

55.2 In the event that any deemed deletion under Clause 55.1 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.

- 55.3 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 55.2, the matter shall be dealt with in accordance with Schedule 14 (Dispute Resolution).

56 Remedies in the Event of Inadequate Performance

- 56.1 Where a complaint is received about the standard of The Gazette Services or about the manner in which any of The Gazette 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 38 (Termination on Default) of this Contract.

- 56.2 The Concessionaire acknowledges and agrees that:

- 56.2.1 any Delay arising as a direct consequence of a failure to achieve a Milestone;
- 56.2.2 in a Contract Year any Service Failure awarded an Impact Level of One (in accordance with the provisions of Schedule 11 (Performance Management and Service Levels)),
- 56.2.3 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 38.1 or 38.4 as it, in its absolute discretion, determines.

- 56.3 Without prejudice to its right under Clause 48 (Recovery of Sums Due), the Grantor may (in circumstances when this Clause 56 applies and in addition to the other remedies provided for in this Clause 56) 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.

56.4 If the Concessionaire fails to supply any of The Gazette 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.

56.5 In the event that:

56.5.1 the Concessionaire fails to comply with Clause 56.4 above and the failure is materially adverse to the interests of the Grantor or prevents the Grantor from discharging a statutory duty; or

56.5.2 the Concessionaire persistently fails to comply with Clause 56.4 above, the Grantor may terminate this Contract with immediate effect by notice in writing.

57 Remedies Cumulative

57.1 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.

58 Monitoring of Contract Performance

58.1 The Concessionaire will comply with the monitoring arrangements set out in Schedule 3 (Implementation), Schedule 11 (Performance Management and Service Levels) and Schedule 12 (Governance and Reporting) including, but not limited to, providing such reports as more particularly detailed in Schedule 12 (Governance and Reporting) and such other data and information as the Concessionaire may be required to produce under this Contract.

59 Entire Agreement

59.1 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.

59.2 Subject to Clause 59.4, 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.

59.3 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:

59.3.1 these terms and conditions;

59.3.2 the Schedules; and

59.3.3 any other document referred to in this Contract.

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

60 Counterparts

60.1 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.

61 Dispute Resolution

61.1 Any complaint or dispute arising out of or in connection to the provision of The Gazette Services or any obligations of the Parties under this Contract will be dealt with in accordance with Schedule 14 (Dispute Resolution).

62 Exit Management

62.1 The Concessionaire will comply with the Exit Management requirements set

out in Schedule 15 (Exit Management).

62.2 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 14 (Exit Management) or which would in any other way restrict the exercise by the Grantor of its rights under this Clause or Schedule 15 (Exit Management).

62.3 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 38.4.2, 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.

63 Force Majeure

63.1 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.

63.2 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.

63.3 The exercise by the Grantor of its rights under Clause 41 (Step-In Rights) will not be deemed a Force Majeure event.

63.4 The Concessionaire shall 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.

- 63.5 The Party seeking to exempt itself from liability by virtue of this Clause 63 (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.
- 63.6 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.
- 63.7 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.

64 Governing Law and Jurisdiction

- 64.1 Subject to the provisions of Clause 61 (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 [redacted]

Name Jeff James

Position Chief Executive Officer

SIGNED for and on behalf of [Concessionaire]

Signature [redacted]

Name [redacted]

Position Managing Director

SCHEDULE 1 – DEFINITIONS

- 1 In this Contract, unless the context otherwise requires, the following provisions will have the meanings given to them below:
- 2 Additional definitions have also been incorporated into the individual schedules appended to this Contract.

“Adaptive Maintenance” means the modification of The Gazette Digital Service to keep it usable in a changing environment, such as changes to the underlying software.

“Advertiser” individuals or organisations who may advertise Notices within The Gazette, including a Crown, Parliamentary or Corporate Body, Solicitors, Insolvency Practitioners and other persons.

“Annual Maintenance Plan” means the annual technical maintenance plan as set out in Schedule 2 (Services Specification).

“API” means an Application Programming Interface.

“Approval” means the written consent of the Grantor.

“Archived Publications” previous issues of the Publications archived pursuant to Clause 18.2.

“Archived Publishing Services” as defined in Clause 18.2.

“Audit” has the meaning ascribed to it in Clause 32.

“BCDR Plan” means any plan prepared pursuant to Schedule 20 (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 12 (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 5 (Business Development).
“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 shall 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 13 (Change Control Procedure).
“Change Control Procedure”	means the procedure for changing this Contract, as set out in Schedule 13 (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, shall 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 2020.
“Commercially Sensitive Information”	means the information: i) listed in Schedule 18 (Commercially Sensitive Information) or ii) notified to the Grantor in writing (prior to the commencement of this Contract), which has been clearly marked as Commercially Sensitive Information, comprised of

information:

- a) which is provided by the Concessionaire to the Grantor in confidence for the period set out in that Schedule; and/or
- b) is exempted under the FOIA.

**“Concessionaire
Background IPRs”**

- (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 Gazette Services but excluding Intellectual Property Rights owned by the Concessionaire subsisting in the Concessionaire Software.

**“Concessionaire
Termination Event”**

- (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(s) 21, 22 and/or 24 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 16 (Key Personnel and Subcontractors);
- (g) any failure by the Concessionaire to enter into or to comply with an Admission Agreement under Schedule 17 (Staff Transfer);
- (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 Gazette 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 DPA. Confidential Information will not include information which:

- a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 29 (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 Gazette 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 2020.
“Contract Standard”	means those requirements which the Concessionaire shall meet in the performance of any of Services, as more particularly set out in Schedule 2 (Services Specification) and Schedule 11 (Performance Management and Service Levels).
“Contract Year”	means the successive twelve (12) month periods commencing on 1 January 2020.
“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 GDPR.
“Corrective Maintenance”	means ongoing changes to The Gazette Digital Service to correct Bugs or Issues.
“Crown”	means the Sovereign and Her 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”	<ul style="list-style-type: none"> (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
“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 Gazette Services or a change in the provision of The Gazette Services which is required to be delivered by the Concessionaire at a Milestone Date or at any other stage during in the performance of this Contract.

“Delivery Board”	means the Board described in Paragraph 4 of Schedule 12 (Governance and Reporting).
“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 18.7, further detailed in Schedule 2 (Services Specification).
“Dispute Resolution Procedure”	means the process of resolving a dispute as set out in Schedule 14 (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 Clause16).
“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.

“Exit Management”

services, activities, processes and procedures to ensure a

smooth and orderly transition of all or part of The Gazette Services from the Concessionaire to the Grantor and/or a Replacement Concessionaire, as set out or referred to in Schedule 15 (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 21 (Financial Distress);

“Financial Distress Service Continuity Plan”

a plan setting out how the Concessionaire will ensure the continued performance and delivery of The Gazette 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, 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”	<p>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:</p> <ul style="list-style-type: none"> a) different presentations of a book format (e.g. whether paperback, hardback, loose leaf or in different sizes); and b) different electronic formats; <p>will be regarded as separate formats.</p>
“Fraud”	<p>means all offences of fraud, whether civil or criminal and will include, but will not be limited to:</p> <ul style="list-style-type: none"> 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.
“GDPR”	<p>means the General Data Protection Regulation (Regulation (EU) 2016/679).</p>
“General Anti-Abuse Rule”	<ul style="list-style-type: none"> (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”	<p>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.</p>
“Government Department”	<p>any department, agency or office of Her Majesty’s Government.</p>
“Grantor”	<p>means The Secretary of State for Digital, Culture, Media and</p>

	Sport (“DCMS”) as represented by The National Archives.
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others.
“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).
“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 19 (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 7 (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.
“IT”	means Information Technology.
“IT Environment”	means the Concessionaire’s IT system(s) for delivering The Gazette Services.
“Key Role”	a role described as a Key Role in Schedule 16 (Key Personnel and Sub-Contractors) and any additional roles added from time to time in accordance with Clause 8.6 (Key Personnel);

“Key Personnel”	mean those persons named in Schedule 15 (Employment (Staff Transfer and Key Personnel)) as being key personnel for the performance of this Contract.
“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 Supplier 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 Gazette Services and The Gazette Business.
“Management Information”	means the performance management information as set out in Schedule 11 (Performance Management and Service Levels) and the reporting information set out in Schedule 12 (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 Gazette 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 Gazette Services; and all computer programs developed by or on behalf of the Concessionaire for the sole purpose of providing The Gazette

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 5 (Business Development), 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”	<p>(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:</p> <p>(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;</p> <p>(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</p> <p>(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;</p>
“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 Gazette 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 Gazette 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 Gazette 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, shall mean a clause, paragraph or section (and, where applicable, its sub-clauses, paragraphs or sections) within a Schedule to the Agreement, or Appendix to a Schedule, as appropriate. Where the Schedule or Appendix is sub-divided into parts, the reference shall 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 Gazette Services set out in Schedule 2 (Services Specification) and/or Schedule 11 (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 11 (Performance Management and Service Levels).
“Performance Score”	means those performance scores determined by the Grantor and set out in Part A of Schedule 11 (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 Gazette Services are to be supplied.

“Preventive Maintenance”	means proactive detection and modifications to correct latent faults in The Gazette Digital Service 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 11 (Performance Management and Service Levels).
“Product Roadmap”	means the Concessionaire’s plan for business development as set out in Schedule 5 (Business Development), including the technical development required and planned to deliver that business development.
“Prohibited Act”	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <ul style="list-style-type: none"> (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; <p>(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;</p> <p>(c) an offence:</p> <ul style="list-style-type: none"> (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 Authority; or <p>(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;</p>
“Project”	refers to The Gazette 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 the 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 6 (Requirements to Advertise) and those set out in the annual Business Plan as required under Schedule 5 (Business Development), and any associated documents to be printed, published for distribution and offered for sale to the public as specified in Schedule 2 (Services Specification).

“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 Specification).

“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 Supplier is established.
- “Relevant Transfer”** shall take the meaning as defined in Schedule 17 (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 Gazette Services and which the Grantor receives in substitution for any of The Gazette Services following the expiry, termination or partial termination of this Contract.
- “Request for Information”** means a request for information relating to this Contract or the provision of The Gazette 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 41 (Step-In Rights).
- “Requirements”** means those requirements, as more particularly set out in Schedule 2 (Services Specification), Schedule 3 (Implementation), and Schedule 5 (Business Development), that the Concessionaire must comply with to provide The Gazette Services and The Gazette Business.

“Royalty”	shall comprise the Quarterly Royalty Payment(s) and Additional Royalty Payment(s) as defined in Schedule 10 (Royalties, Payments and Open Book Accounting).
“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.
“Service Design Manual”	means the Government Service Design 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): <ul style="list-style-type: none"> 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 Gazette Services.
“Service Improvements”	means the developments as agreed under Schedule 2 (Services Specification).
“Service Levels”	means the performance targets in respect of The Gazette Services set out in Schedule 11 (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
“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 Gazette Services to be supplied and the obligations to be performed by the Concessionaire under this Contract set out in Schedule 2 (Services Specification), and Schedule 5 (Business Development) 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 Queen’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; Queen’s Awards for Voluntary Service and the Queen’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 41.5.
“Step-in Rights”	shall have the meaning ascribed to it in Clause 41.1.
“Step-in Trigger Event”	<p>(a) any event falling within the definition of a Concessionaire Termination Event;</p> <p>(b) a Default by the Concessionaire that is materially preventing or materially delaying the performance of The Gazette Services or any material part of The Gazette Services;</p> <p>(c) the Grantor considers that the circumstances constitute an emergency despite the Concessionaire not being in breach of its obligations under this Contract;</p> <p>(d) the Grantor being advised by a regulatory body that the exercise by the Grantor of its rights under Clause 41 (Step-In Rights) is necessary;</p> <p>(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with The Gazette Services; and/or</p> <p>(f) a need by the Grantor to take action to discharge a statutory duty.</p>
“Step-Out Date”	has the meaning as set out in Clause 41.7.
“Step-Out Notice”	has the meaning as set out in Clause 41.7.
“Step-Out Plan”	has the meaning as set out in Clause 41.8.
“Strategy Board”	means the Board described in Paragraph 3 of Schedule 12 (Governance and Reporting).
“Sub-Contractor”	means any person, firm or company under contract to the Concessionaire to provide The Gazette Services or any part thereof, or facilities or services necessary for the provision of The Gazette Services or any part thereof, or necessary for the management, direction or control of The Gazette 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.

“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.

“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 Gazette Services and concept. The Gazette brand includes a range of visual identifiers by which The Gazette 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 Gazette Services as set out in Schedule 2 (Services Specification) and Schedule 5 (Business Development).

“The Gazette Information” means all of the electronic Documents and Data, including The Gazette archive, that constitute The Gazette.

“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 Services” means the services to be supplied under this Contract by the Concessionaire as set out in Schedule 2 (Services Specification) as may be modified, amended or updated from time to time;

“The Gazette Website” means the Website to be provided by the Concessionaire at

www.thegazette.co.uk for Advertisers and Users to access The Gazette Services as described in Schedule 2 (Services Specification).

“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 Gazette Services;
“Transferee”	has the meaning set out in Clause 52.6.
“Transferring Former Concessionaire Employee(s)”	shall take the meaning as defined in Schedule 17 (Staff Transfer);
“Transferring Grantor Employee(s)”	shall take the meaning as defined in Schedule 17 (Staff Transfer);
“Transformation Asset(s)”	<p>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 Gazette Services:</p> <ul style="list-style-type: none">a) to alter the Data or any part thereof (whether on a permanent or temporary basis); orb) 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.
“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 54.1.
“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 Monday to Friday inclusive, excluding public or bank holidays.
“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 Specification

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Advertiser User Guide(s)"	has the meaning ascribed to it in Paragraph 6.4 of Schedule 2.
"Customer Complaints Charter"	has the meaning ascribed to it in Paragraph 9 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 the assessment development of The Gazette Services at Discovery, Alpha, Beta and Live by The National Archives' Service Assessment team, as required by the Grantor.
"The Gazette Platform"	means the technology solution that underpins the delivery of The Gazette Services.
"URI Templates"	means the existing templates used to describe the Uniform Resource Identifier schemes followed by The Gazette Platform.

SCHEDULE 2 –OPERATING, MAINTAINING AND DEVELOPING THE GAZETTE SERVICES

2 Introduction

- 2.1 The purpose of this Schedule is to set out The Gazette Services that the Concessionaire shall provide under this contract and to set out the requirements for the continual improvement and development of The Gazette Services during the Term.
- 2.2 Descriptions of the existing technology platform and of the open standards used in the existing technology platform are provided in Part A and Part B to this Schedule 2.
- 2.3 The Concessionaire shall review and update Part A and Part B to this Schedule 2, on an annual basis during the Term, and report any changes to the Delivery Board.

3 The Gazette Services to be provided

- 3.1 The Concessionaire shall produce and publish The Gazette, which is a daily printed publication, a website (<https://www.thegazette.co.uk/>), and a data service.
- 3.2 The Concessionaire shall operate, maintain and develop a Gazette Digital Service (hereafter “The Gazette Digital Service”) to manage the capture, transformation, enrichment and dissemination of Gazette Notices.
- 3.3 The Concessionaire shall operate The Gazette Digital Service in a way that delivers The Gazette Proposition.
- 3.4 The Gazette Digital Service shall include storage services and an API (“The Gazette API”) that provides submission processing services and publishing services.
- 3.5 The Concessionaire shall ensure the portability of The Gazette Digital Service to other potential providers through the use of open standards.
- 3.6 The Concessionaire shall encourage and support Advertisers to submit Notices using The Gazette Digital Service.
- 3.7 For larger Advertisers, the Concessionaire shall ensure that The Gazette Digital Service can be integrated into their existing workflows and processes.
- 3.8 The Grantor will permanently preserve The Gazette in its digital preservation infrastructure. The Grantor will carry out this work, and the Concessionaire shall provide such support as is required, for example to discuss with the Concessionaire the best approach to receiving the content.

4 Operating, maintaining and improving The Gazette Digital Service

- 4.1 The Concessionaire shall operate, maintain and improve The Gazette Digital Service, during the Term.
- 4.2 The Concessionaire shall ensure it provides the resources and capability required to operate, maintain and improve The Gazette Digital Service, by making available a multi-disciplinary team, providing training and development to that team, and working in an agile way.
- 4.3 The Concessionaire shall develop, maintain and improve The Gazette Digital Services

in accordance with the principles and practices set out in the Service Design Manual (<https://www.gov.uk/service-manual>) for:

- (a) accessibility and assisted digital;
- (b) measuring success and using data and analytics to continually improve service delivery;
- (c) user research;
- (d) design;
- (e) technology, in particular:
 - (i) technology choices;
 - (ii) software development processes;
 - (iii) building a frontend;
 - (iv) testing;
 - (v) managing a live service;
 - (vi) integrating with external software and data;
 - (vii) hosting; and
 - (viii) protecting users' information.

4.4 When operating, maintaining and improving The Gazette Digital Service, the Concessionaire shall also comply with the Government Service Standard (<https://www.gov.uk/service-manual-service-standard>), which shall include the following:

- (a) understand users and their needs – through user research and secondary research and analysis; by developing and testing prototypes; and by using web analytics.
- (b) solve a whole problem for users – for example by mapping user journeys and transactions;

- (c) provide a joined up service across all channels, including online, phone, paper and face to face;
- (d) make The Gazette Services simple to use by building a service that is simple, intuitive and comprehensible, and testing it with users;
- (e) ensure The Gazette Services can be used by everyone, including people with disabilities or other legally protected characteristics, and people who do not have access to the internet;
- (f) provide a multidisciplinary team who can operate The Gazette Services in a sustainable way;
- (g) use agile, iterative user-centred ways of working;
- (h) provide the capacity, resources and technical flexibility to iterate and improve The Gazette Service frequently;
- (i) ensure The Gazette Services are secure and protect users' privacy, for example by collecting and processing users' personal information in a way that is secure and protects their privacy, or carrying out appropriate vulnerability and penetration testing;
- (j) choose the right tools and technology to deliver a high quality service in a cost effective way and minimise the cost of changing direction in the future;
- (k) make source code open and publish it;
- (l) use and contribute to open standards, common components and patterns, for example by using open standards and proposing new open standards; and
- (m) operate The Gazette Services reliably to minimise downtime and have a plan to deal with it when it does happen.

4.5 The Concessionaire shall use W3C standards and follow W3C guidance when operating, maintaining and improving The Gazette Digital Service.

4.6 The Concessionaire shall adopt a "coding in the open" approach to developing and maintaining its technology solution that shall involve documenting, publishing and maintaining transformation and enrichment routines.

- 4.7 Adherence to the Service Manual and the Service Standard shall be reviewed at Service Assessments during the Term, as required by the Grantor, at Discovery, Alpha, Beta and Live.
- 4.8 For the avoidance of doubt, at the Service Assessment, the development of The Gazette Services will be assessed as met or not met. Met means that the Concessionaire may proceed to the next phase of development. Not met means that the development of The Gazette Service needs to be reassessed against the points the development did not meet before it can proceed.
- 4.9 The Concessionaire shall create and keep an up-to-date Maintenance Roadmap, to be agreed with and approved by the Grantor at the Technical Delivery Board as set out in Schedule 12 (Governance and Reporting), which details the Concessionaire's plan of action for the Corrective Maintenance, Adaptive Maintenance, Perfective Maintenance and Preventive Maintenance for the duration of the Term.
- 4.10 The Maintenance Roadmap shall consist of prioritised actions and recommendations, to reduce the Technical Debt and to aid the long-term management and development of The Gazette Digital Service and The Gazette Business, and shall be aligned with the principles and practices set out in the Service Manual and the Service Standard.
- 4.11 Using the Maintenance Roadmap as a basis, the Concessionaire shall produce an Annual Maintenance Plan for each contract year during the term, to be agreed with and approved by the Grantor, which sets out the prioritised actions and recommendations for that contract year.
- 4.12 Delivery against the Annual Maintenance Plan shall be reported to the Technical Delivery Board as set out in Schedule 12 (Governance and Reporting).
- 4.13 The Concessionaire shall invest a minimum of *[redacted]* in The Gazette Digital Service for each contract year during the Term.

5 The Gazette Digital Service

- 5.1 The Concessionaire shall operate, maintain and develop a technology platform in order to deliver The Gazette Digital Service.
- 5.2 The technology platform shall 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.

- 5.3 The Concessionaire shall enable users to query published RDF data.
- 5.4 The digital platform shall also include provision of The Gazette API, which shall be a RESTful API that uses HTTP Response and Status codes in accordance with the HTTP specification.
- 5.5 When operating, maintaining and developing The Gazette API, the Concessionaire shall comply with the Government Digital Services' (GDS) guidance on API Technical and Data Standards which can be found here: <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>.
- 5.6 The Concessionaire shall 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.
- 5.7 The Concessionaire shall ensure that each version of the Notice or document receives a URI for every stage of the publishing process and shall use these URIs in the audit trail.
- 5.8 When maintaining and developing URIs the Concessionaire shall use the established URI templates that are approved by the Grantor, and produced in line with Government Digital Service guidance, which can be found here: <https://www.gov.uk/guidance/gds-api-technical-and-data-standards#use-uniform-resource-identifiers-uris-to-identify-certain-data>, and the government guidance on persistent resolvable identifiers which can be found here: <https://www.gov.uk/government/publications/open-standards-for-government/persistent-resolvable-identifiers>.
- 5.9 The Concessionaire shall evidence compliance with the GDS guidance through the Delivery Board and through Service Assessments.
- 5.10 The Gazette API shall provide submission services as follows:
 - (a) The Concessionaire shall use The Gazette API to support machine-to-machine Notice submission and other submission routes as required by the Grantor.

- (b) The Concessionaire shall 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 shall 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 shall 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 shall ensure that The Gazette API allows tasks to be stopped.
- (f) The Concessionaire shall 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 shall ensure that The Gazette API features for the submission of Notices and the amendment of content are only available to authenticated Users and shall ensure that User accounts are established with passwords in a process that is consistent with the ISO27001 standard.
- (h) The Concessionaire shall 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 shall 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.

5.11 The Gazette API shall provide publishing services as follows:

- (a) The Concessionaire shall 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 shall 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 shall 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 shall ensure that the API publishing service supports roll back if a failure is encountered.
- (d) The Concessionaire shall 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 shall 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 shall ensure that The Gazette API supports caching using HTTP response headers.
- (g) The Concessionaire shall ensure that The Gazette API supports search requests to specifically designed URIs for lists as well as requests using query parameters.
- (h) The Concessionaire shall ensure that The Gazette API supports users to configure a subset of Gazette information and store subsets as a user preference.

- (i) The Concessionaire shall ensure that unpublished resources are not exposed as unencrypted data whilst the content is in transit.
- 5.12 The Concessionaire shall maintain and develop documentation about the different formats supported by The Gazette API as part of the Annual Maintenance Plan, and shall make this documentation available to users.
- 5.13 The Concessionaire shall maintain, develop and publish Gazette API documentation for developers, and shall evidence that this documentation is complete and up to date as part of its Annual Maintenance Plan.
- 5.14 When documenting The Gazette API, the Concessionaire shall comply with the Government Digital Service guidance on documenting API, which can be found at: <https://www.gov.uk/guidance/how-to-document-apis> and the 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>.

6 Capture

- 6.1 The Concessionaire shall provide a service for digital Notice submission that demonstrably meets the needs of Advertisers, as part of The Gazette Digital Service.
- 6.2 The Concessionaire shall ensure that the process for Advertisers of submitting a Notice is as easy as possible and shall demonstrate that Users' find their submission routes easy and convenient to use and shall provide evidence to the Grantor that they meet Users' needs and expectations.
- 6.3 The Concessionaire shall offer Advertisers the option for their Notice to be published:
- (a) immediately on The Gazette website;
 - (b) upon their approval of a proof copy; or
 - (c) to specify a day and time for publication
- subject to any restrictions around any Notice type appearing in one format before another.

- 6.4 The Concessionaire shall ensure that it provides information, guidance and support to

Advertisers in the form of Advertiser User Guides to ensure that Advertisers understand what is required when placing a Notice, to include:

- (a) What Notice they are permitted to place and why, including where this is set out in legislation.
 - (b) A guide to the submission routes available.
 - (c) Clear pricing information and payment options.
 - (d) Links to the relevant Advertiser Terms and Conditions.
 - (e) A link to the privacy statement.
- 6.5 The Concessionaire shall review and update the Advertiser User Guides on an annual basis and shall present the outcomes of this review, along with any recommended changes, to the Delivery Board for their approval.
- 6.6 The Concessionaire shall continually improve Notice submission methods during the Term based on users' needs and usability research, and shall actively promote new and improved submission routes to Advertisers and to intermediaries managing Notice placing.
- 6.7 The submission methods provided by the Concessionaire shall include, but not be limited to:
- (a) Direct digital Notice submission through The Gazette website: providing web forms which guide users through the process of submitting a Notice and is supported by relevant contextual information, for use by those placing Notices.
 - (b) Submission through The Gazette API: supporting machine-to-machine Notice submission and high volume Notice submission.
 - (c) Notice submission by email, letter or fax:
 - (i) For email the Concessionaire shall ensure that email inboxes are regularly monitored during the Working Day. The Concessionaire shall retain the original emails for Notice placing to ensure that this is an audit trail of content received for publication.

- (ii) For letters, the Concessionaire shall maintain a dedicated Post Office box number and shall use reasonable endeavours to ensure that the post is collected by a secure messenger service before 10.00am each Working Day.
 - (d) For non-digital submission routes, the Concessionaire shall 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.
- 6.8 The Concessionaire shall specifically ensure that the Insolvency Service can submit Notices for publication through convenient forms of direct data supply and shall 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.
- 6.9 The Concessionaire shall offer an appropriately secure transmission method for the submission of 'New Year Honours Lists', Queen's 'Birthday Honours Lists', and any other Notices carrying an OFFICIAL SENSITIVE classification.
- 6.10 The Concessionaire shall 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.
- 6.11 The Concessionaire shall 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.

7 Business Rules

- 7.1 During the Implementation Period, the Concessionaire shall produce up to date Business Rules, and provide them to the Grantor in a format to be agreed with and approved by the Grantor.
- 7.2 The Business Rules shall set out:
- (a) who can submit what type of Notice;

- (b) what information a Notice of each type must contain (the mandatory and optional information for each type of Notice);
 - (c) the data enrichment required for each Notice type;
- (a) the Advertiser verification processes and requirements for all Notice types, including the databases used to check the validity of Advertisers;
- (b) the technical validation required including automated checks to ensure data and metadata obey the Business Rules; and
 - (c) 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.
- 7.3 The Concessionaire shall 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.
- 7.4 In the case where this feature is non-operational then the Concessionaire shall manually check all Notices submitted for publication against a record of injunctions received.
- 7.5 The Concessionaire shall apply and adhere to the Business Rules as part of the publishing process.
- 7.6 The Concessionaire shall ensure that the Business Rules are complete and updated to reflect new Notice types as they are introduced.
- 7.7 The Concessionaire shall review the Business Rules on an annual basis during the Term and shall report the findings of their review, and recommendations, to the Delivery Board for comment and approval.

8 Customer Support

- 8.1 The Concessionaire shall provide and operate a customer service centre that Advertisers can contact for support and advice with placing a Notice during Business Hours.

- 8.2 The Concessionaire shall ensure that the customer service centre adheres to the standards of Good Industry Practice, such as attaining an appropriate accreditation standard.
- 8.3 The Concessionaire shall 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 and escalating complex queries as appropriate.
- 8.4 The Concessionaire shall 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.
- 8.5 The requirements set out in Paragraphs 8.3 and 8.4 shall include the Concessionaire providing written operational procedures for staff that shall 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) the processes and policies for withdrawing a Notice pre and post publication; and
 - (e) 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.
- 8.6 The Concessionaire shall handle payments, by account, cheque and BACS.
- 8.7 The Concessionaire shall take and process credit and debit card payments through the customer service centre, in a way that meets the relevant industry standards.
- 8.8 The Concessionaire shall 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 shall ensure that the issue is recorded alongside the response given.

- 8.9 The current Concessionaire shall 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.
- 8.10 The Concessionaire shall set response targets for dealing with customer enquiries.
- 8.11 During Business Hours the Concessionaire shall respond to all emails within one working day and 95% of web chat requests and telephone calls within thirty (30) seconds.
- 8.12 The Concessionaire shall provide a technical services helpdesk during Business Hours to deal with issues identified by users of The Gazette API and shall provide this support is via email.

9 Customer Complaints Charter

- 9.1 The Concessionaire shall provide a Customer Complaints Charter that covers all users of The Gazette Services, which sets out the process the Concessionaire will follow when handling complaints. This shall 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.
- 9.2 The Concessionaire shall 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.

10 Transformation, data enrichment and provenance

- 10.1 The Concessionaire shall 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.
- 10.2 The Concessionaire shall provide a data enrichment service to ensure that all Notices go through a data enrichment process prior to publication.
- 10.3 The Concessionaire shall 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.

10.4 As part of developing and maintaining the Business Rules, when deciding what elements within a Notice to mark-up as data, the Concessionaire shall 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?

10.5 The Concessionaire shall 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.

10.6 The Concessionaire shall ensure it has a process for managing updates and version control of the reference data used by its data enrichment service.

10.7 The Concessionaire shall identify the following entities for Corporate Insolvency Notices, where they are applicable to the specific Notice type:

- (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

10.8 The Concessionaire shall identify the following entities for Personal Insolvency Notices, where they are applicable to the specific Notice type:

- (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

10.9 The Concessionaire shall identify the following entities for Wills and Probate Notices, where they are applicable to the specific Notice type:

- (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

10.10 The Concessionaire shall identify the following entities for Public Notices, where they are applicable to the specific Notice type:

- (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

10.11 The Concessionaire shall identify the following entities for State Notices, where they are applicable to the specific Notice type:

- (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

10.12 The Concessionaire shall monitor and seek to improve the completeness and the quality of the enriched data during the Term.

10.13 The data enrichment service provided by the Concessionaire shall generate provenance information about the enrichment process of each Notice, so that users of the data can judge whether to trust the enriched information.

- 10.14 The Concessionaire shall publish machine-readable and human-readable provenance information for every Notice published and include a link to the provenance information from the published Notice.
- 10.15 The Concessionaire shall publish the transformation or enrichment routines it uses as part of the publicly available audit trail for the Notices, and shall document transformation routines with inline comments that provide detailed explanations of how the transformation works.
- 10.16 The Concessionaire shall 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.
- 10.17 The Concessionaire shall 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.
- 10.18 The Concessionaire shall make available the set of longitudinal datasets that have been created from historical Gazettes including the indexes and the archive of scanned and OCRed Gazettes.
- 10.19 The Concessionaire shall maintain The Gazette Indexes and make them available to search and shall provide quarterly updates to the London Gazette index each contract year, and twice a year updates to the Belfast Gazette and Edinburgh indexes each contract year.

11 Dissemination - digital

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

- 11.4 The Concessionaire shall maintain the URI Templates for resources and shall 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.
- 11.5 The website shall consist of transactional services and content that are designed to meet users' needs, in keeping with the Service Standard.
- 11.6 The Concessionaire shall design, operate and maintain the website based on evidence of users' needs gathered through user research and usability testing.
- 11.7 The Concessionaire shall 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.
- 11.8 The Concessionaire shall 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; and
 - (c) search, providing a user-friendly search facility which the option to facet the results based on different aspects of Notices.
- 11.9 The Concessionaire shall ensure that links to Notices on former Gazettes' website domains (pre 2012) are redirected, on a page or Notice level basis, to the website.

Browser Compatibility, Responsive Design and Progressive Enhancement

- 11.10 The Concessionaire shall use contemporary web technologies, HTML5 and CSS3, and responsive design.
- 11.11 The Concessionaire shall take advantage of HTML5 document semantics such as the <section> and <article> elements, to markup Notices and web pages on the website.
- 11.12 The Concessionaire shall 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.

- 11.13 The Concessionaire shall use feature detection as part of its approach to progressive enhancement and for supporting older browsers.
- 11.14 The Concessionaire shall adopt the W3C Web Content Accessibility Guidelines (WCAG) 2.0 for the Digital Services and achieve an appropriate conformance level in keeping with the Service Standard.
- 11.15 The Concessionaire shall produce accessible PDF files that are appropriately optimised for website publishing.
- 11.16 The Concessionaire shall automatically validate and verify all authored content by Advertisers to ensure it meets the standards required for accessibility.

Search

- 11.17 The Concessionaire shall provide search facilities for published Notices, data and any supplementary editorial content on the website.
- 11.18 The Concessionaire shall provide a full text search facility of the entire corpus of information on the website.
- 11.19 The Concessionaire shall conduct user research to identify the best way of presenting search results, for the different user groups for each of the services.
- 11.20 The Concessionaire shall provide filtering and faceting of search results.

Search Engine Optimisation

- 11.21 The Concessionaire shall devise and maintain a search engine optimisation strategy for the website.
- 11.22 The Concessionaire shall optimise the website for search engines at a website level, at a service level and at a page or individual Notice level.
- 11.23 The Concessionaire shall ensure the website is correctly indexed by search engines by providing a 'robots.txt' file and through the use of XML Sitemaps. The Concessionaire shall 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.

- 11.24 The Concessionaire shall 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.

Hosting

- 11.25 The Concessionaire shall host The Gazette Digital Service in the cloud, using a public cloud provider.
- 11.26 The Concessionaire shall monitor the hosting environment to ensure the availability of The Gazette Digital Service.
- 11.27 The Concessionaire shall act on any alerts raised from its monitoring of The Gazette Digital Service to ensure continuity of service provision.
- 11.28 The Concessionaire shall ensure that support call engineers are available at all times of day for every day in the year to address any issues identified.

12 Dissemination - print

- 12.1 The Concessionaire shall publish and print editions of The Gazette on the following basis:
- (a) The London Gazette in print on a daily basis;
 - (b) The Belfast Gazette in print once a week; and
 - (c) The Edinburgh Gazette in print two days in each week.
- 12.2 The Concessionaire shall publish a single daily edition of The Gazette, combining the different editions (London, Edinburgh, Belfast) once each day.
- 12.3 The Concessionaire shall 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.
- 12.4 The Concessionaire shall 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.

- 12.5 The Concessionaire shall send out replacement copies free of charge in the event of non-delivery.
- 12.6 The Concessionaire shall produce, publish and print commemorative editions of The Gazette at its own discretion.

Legal Deposit

- 12.7 The Concessionaire shall 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 shall deposit digital copies for those Legal Deposit Libraries who wish to have them:
- (a) British Library
 - (b) National Library of Scotland
 - (c) Bodleian Library
 - (d) Cambridge University Library
 - (e) Trinity College Dublin
 - (f) National Library of Wales
- 12.8 The Concessionaire shall also make available copies of the daily edition to Queens University in Belfast, at no charge.

13 Withdrawal of a Notice Pre-Publication

- 13.1 The Concessionaire shall provide an online facility for Advertisers to withdraw a Notice prior to online publication.
- 13.2 The Concessionaire shall 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.

14 Withdrawal of a Notice Post-Publication

- 14.1 The Concessionaire shall 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

14.2 The Concessionaire shall follow the process below when withdrawing a published Notice and shall keep the Grantor informed:

- (a) Verify the status and authority of the person making the request for the Notice to be withdrawn; and
- (b) Verify the reasons for withdrawing the Notice and check against agreed policy; and either
 - (i) Modify the Notice, for example to redact a particular element such as a person's address; or
 - (ii) withdraw the Notice as a whole. This process will remove the Notice and associated data from the public domain; and
- (c) 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.
- (d) Verify the Notice has been modified correctly or fully withdrawn, checking the external URI; and
- (e) Inform the advertiser that the Notice has been modified or withdrawn; and
- (f) 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.

15 Demise of the Crown

15.1 In the event of the death of the Sovereign, the Heir Presumptive, the Heir Apparent or the Duke of Edinburgh, the Concessionaire shall 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.

- 15.2 The Concessionaire shall ensure that publication is on the day of demise at a time to be agreed with the relevant authorities.
- 15.3 The Concessionaire shall 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.
- 15.4 The Concessionaire shall document the policies, procedures, timeframes and key contacts related to the Demise of the Crown and shall ensure that the documentation is updated during the Term as required.
- 15.5 If changes to the policies, procedures, timeframes or key contacts are required, the Concessionaire shall present these to the Delivery Board for the Grantor's approval.

PART A: DESCRIPTION OF THE GAZETTE PLATFORM

15.6 This Part A of Schedule 2 sets out the main components of the Concessionaire's current technology solution to deliver The Gazette Digital Service, 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.

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

15.8 The Platform consists of:

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

15.9 The Platform 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.

15.10 The 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.

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

15.12 The 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).

15.13 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.

- 15.14 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 supports 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.
- 15.15 There are two RDF stores, published and unpublished, which are hosted on a Triplestore cluster, currently Virtuoso. These supports all SPARQL 1.0 queries and many, but not all, SPARQL 1.1 features.
- 15.16 In addition to the MarkLogic and Virtuoso databases there is a MySQL database which is used for managing users and roles.
- 15.17 The Platform manages Notices as unstructured textual context and the essential facts of key Notices types as structured data.
- 15.18 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.
- 15.19 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.
- 15.20 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.
- 15.21 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.

15.22 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);

15.23 The Flint editor is available at: <https://www.thegazette.co.uk/flint>.

15.24 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.

15.25 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.

15.26 The Gazette Platform uses digital signatures for Notices that is based on the W3C XML signature open standard.

15.27 The Concessionaire shall 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.

15.28 The Concessionaire shall use digital signatures for all Notices to:

- (c) prove the provenance graph matches the published artefact; and
- (d) prove the identity of the agent making the provenance claim

15.29 All HTML5+RDFa versions of a Notice are digitally signed with a digital XML Signature.

15.30 The RDF provenance information is digitally signed.

15.31 The RDF representation of each Notice held in the RDF Store is digitally signed.

15.32 Digital Signatures for a Notice are identified using the following URI templates:

- (e) for the digital XML Signature:

/notice/{notice_number}/data_xml/sig.xml

- (f) for the digital RDF Signature:

/notice/{notice_number}/data_rdf/sig.trig

15.33 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

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

15.35 Users can:

- (g) download the signed document HTML signature for HTML document from the Notice page, and save it to their computer;
- (h) download the signed RDF document from the Notice page and save it to their computer;
- (i) download the signed provenance RDF from the Notice page, and save it to their computer.

15.36 The digital signature is verified in the following sequence:

- (j) establish trust in the public key;
- (k) authenticate the signature;
- (l) validate the reference content.

PART B: DESCRIPTION OF THE STANDARDS CURRENTLY USED FOR THE GAZETTE SERVICES

15.37 This Part 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

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Implementation Period” means 1 January 2020 to 1 July 2020

2 Introduction

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

3 Implementation

3.1 During the Implementation Period, the Concessionaire shall:

- (a) produce up to date Business Rules, and provide them to the Grantor in a format to be agreed with and approved by the Grantor, as set out in Schedule 2 (Services Specification).
- (b) provide to the Grantor an up to date version of its Advertiser User Guides as specified in Schedule 2 (Services Specification);
- (c) provide to the Grantor an up to date version of its “Written operational procedures” for staff as set out in Schedule 2 (Services Specification);
- (d) provide to the Grantor an up to date version of its Customer Complaints Charter
- (e) provide to the Grantor an up to date and comprehensive version of its Technical documentation in a format to be agreed with the Grantor.
- (f) produce an up to date risk register as set out in Schedule 12 (Governance and Reporting).
- (g) produce a Maintenance Roadmap for discussion and approval by the Grantor.
- (h) produce a draft Annual Maintenance Plan, for the first Contract Year, for discussion and approval by the Grantor.
- (i) produce a Product Roadmap, for the first Contract Year, for discussion and approval by the Grantor.

- (j) produce a Business Strategy for discussion and approval by the Grantor.
- (k) provide an up to date and verified list of the requirements to place Notices in The Gazette, as set out in Schedule 6 (Requirements to Advertise).
- (l) develop a provenance verification tool which verifies the audit trail and provenance information in Notices and identify where manual changes have occurred that need to be independently verified and reported on.

3.2 By 1 February 2020, the Concessionaire shall provide to the Grantor:

- (a) the Concessionaire's Security Management Plan and William Lea's overarching Security Policy as set out in Schedule 8 (Security Management).
- (b) the Concessionaire's BCDR Plan as set out in Schedule 20 (Business Continuity and Disaster Recovery).

Schedule 4 – Policies

1. This Schedule contains the Grantor's policies. 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 the performance of services under this Contract, as outlined in the Terms and Conditions.
2. The Parties recognize 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.

1. Equality and Diversity Policy

2. Environmental Policy

3. Health and Safety Policy

4. The National Archives Security Policy

[text redacted]

SCHEDULE 5 – BUSINESS DEVELOPMENT

1 Introduction

1.1 This Schedule 5 (Business Development) sets out requirements for the operation, improvement and development of The Gazette Business.

1.2 The Concessionaire shall continually improve and develop The Gazette Business during the Term to maintain and optimise revenue, to deliver The Gazette Proposition, and to safeguard the sustainability of The Gazette Services.

1.3 The Concessionaire shall develop The Gazette Business across the following market sectors:

(a) Companies;

(b) Insolvency;

(c) Legal; and

(d) Government.

1.4 The Concessionaire shall develop The Gazette Business revenue from the following existing products and services:

(a) Notice placements (statutory and non-statutory);

(b) print and pdf subscriptions,

(c) commemorative issues,

(d) newspaper advertising offered alongside the advertisement of a Notice in The Gazette,

(e) PO Box forwarding;

(f) logo placement;

(g) data sales; and

(h) a research service.

- 1.5 The Concessionaire shall research and bring to market new products and services during the Term, including new Notice types, as agreed with and approved by the Grantor and set out in the Product Roadmap.
- 1.6 The Concessionaire shall undertake business analysis during the Term to understand the strengths, weaknesses, opportunities and threats related to the development of The Gazette Business. This shall include the Concessionaire carrying out such activities as are required to:
- (a) understand the markets in which The Gazette operates;
 - (b) understand the legislative and policy framework in which The Gazette operates;
 - (c) identify and engage with key stakeholders and customers in each market sector, and for each significant product, to ensure that it understands customers and their needs, and how existing and new products and services address those needs; and
 - (d) ensure that it understands the key competitors for existing and new Gazette products and services and how and where The Gazette Business sits in the market
- 1.7 The Concessionaire shall ensure the Grantor is informed, via the Delivery Board and the Strategy Board, of external and internal opportunities and threats to the operation, improvement and development of The Gazette Business on an ongoing basis during the Term.
- 1.8 The Concessionaire shall monitor and report on The Gazette Business during the Term. This shall include monitoring and reporting on sales and revenues for all markets and all Gazette products and services as set out in Schedule 12 (Governance and Reporting).
- 1.9 In particular, the Concessionaire shall analyse business and revenue trends in each of The Gazette market sectors and for key products and services and present this analysis to the Strategy Board during the Term, along with recommended actions required.
- 1.10 The Concessionaire shall act as brand guardian for The Gazette brand during the Term which shall 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.
- 1.11 The Concessionaire shall undertake marketing, promotional and public relations activities as required to improve and develop The Gazette Business, and raise awareness of The Gazette Services and The Gazette Proposition, and shall evidence the impact of these activities to the Strategy Board.
- 1.12 The Concessionaire shall develop and maintain a risk register for The Gazette Business during the Term and shall ensure that the Grantor is made aware of key risks and opportunities through the Delivery Board and Strategy Board.
- 1.13 The Concessionaire shall monitor and review product lifecycles during the Term and report to the Grantor any products or services that it intends to retire.
- 1.14 The Concessionaire shall ensure it has available sufficient skilled and experienced Staff to operate, develop and improve The Gazette Business.
- 1.15 The Concessionaire recognises and accepts that all new business and business improvements developed during the Term shall form part of The Gazette Business and The Gazette Services.

2 Business development and new business

- 2.1 The Concessionaire shall use user-focused design and development when developing products and services in line with the Service Manual. This shall include, but not be limited to:
- (a) benchmarking customer needs and perceptions of The Gazette Business, and monitoring and analysing changes;
 - (b) using both qualitative and quantitative research to understand customers' needs (to include but not be limited to desk research, user surveys, focus groups, and in-depth interviews on a one to one basis);

- (c) maintaining, developing and creating personas for the main users of The Gazette Service and The Gazette Business, including for New Business; and
 - (d) iteratively developing and testing concepts (wireframes and prototypes for main service areas and all new services) with customers. In line with the Service Standard, the Concessionaire shall adopt a fail fast and learn quickly approach to business development and business improvement.
- 2.2 The Concessionaire's Product Roadmap for each Contract Year during the Term shall include targets and milestones for bringing new and revised products and services to market, and for operating, maintaining and developing existing products and services.
- 2.3 When proposing new or improved products and services, the Concessionaire shall share with the Grantor the research and evidence that underpins the proposal. This shall include:
- (a) the market and user research and testing that identified the need for the proposed product or service;
 - (b) the approach to product development and testing;
 - (c) a proposed sales and marketing strategy – for example, whether to sell directly or via intermediaries;
 - (d) the target market share and approaches and timelines for achieving that market share; and
 - (e) target revenue projections.
- 2.4 When the Concessionaire is introducing a new or improved service or product it shall:
- (a) set out its approaches for marketing, promotion and public relations;
 - (b) set out its approach to user testing, monitoring and evaluating customer satisfaction and feedback; and
 - (c) set out its approach to monitoring and reporting on progress and uptake.

3 The Gazette Business Strategy

- 3.1 In November of each contract year during the Term, the Concessionaire shall prepare a Business Strategy for the operation, improvement and development of The Gazette Business for each year of the contract, during the Term.
- 3.2 The Business Strategy shall include, but not be limited to, the following:
- (a) an analysis of the previous year's performance, and compared to previous years, identifying trends, issues, successes, and learnings;
 - (b) a financial overview of the year, and compared to previous years;
 - (c) a strategic business analysis of the:
 - (i) strengths, weaknesses, opportunities and threats (a SWOT analysis) for The Gazette Business as a whole, and for key market sectors and products;
 - (ii) competitors to The Gazette Business;
 - (iii) customer relationships and customer satisfaction levels (including direct and intermediary customers);
 - (iv) stakeholder relationships and stakeholder satisfaction levels;
 - (v) market drivers for each market sector and for key products and services;
 - (vi) impact of legislative and policy changes on The Gazette Business during the year.
 - (d) a business improvement and development strategy for the next contract year, to include but not be limited to:
 - (i) identification and analysis of any upcoming legislative and policy changes that may impact on The Gazette Business, and projections for what that impact may be;
 - (ii) an overview of the Concessionaire's strategic approach for operating, improving and developing existing Gazette business;

- (iii) an overview of proposed new products and services, including an overview of the need for the product or services, identification of customer base, revenue and market share projections and key milestones and targets;
 - (iv) detailed and comprehensive pricing proposals for the year, including details of any discounts offered;
 - (v) a financial forecast, including profit and loss and investment breakdowns; and
 - (vi) a resource plan.
- (e) a strategic overview of the activities the Concessionaire will undertake in the following areas to deliver its Business Strategy, to include but not be limited to:
 - (i) market research;
 - (ii) marketing and public relations;
 - (iii) brand;
 - (iv) monitoring and increasing customer and stakeholder satisfaction levels;
 - (v) marketing channels used;
 - (vi) Search Engine Optimisation (SEO); and
 - (vii) customer and stakeholder engagement.

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

3.4 The Concessionaire shall monitor and analyse performance against the Business Strategy and report to the Strategy Board as set out in Schedule 12 (Governance and Reporting).

3.5 The Concessionaire may propose changes to the Business Strategy throughout the Contract Year, for the agreement and approval of the Grantor.

4 Product Roadmap

- 4.1 The Concessionaire shall prepare for the Grantor in December of each Contract Year during the Term, a Product Roadmap for The Gazette Business that sets out the milestones, deliverables and targets for the activities that the Concessionaire will undertake to deliver its Business Strategy.
- 4.2 The Concessionaire shall report on the Product Roadmap, detailing the outcomes of its activities, to the Delivery Board.

5 Annual Review

- 5.1 For assurance purposes, in February of every contract year during the Term, the Concessionaire shall produce an Annual Review that includes but is not limited to:
- (a) a detailed analysis of performance against targets and milestones for the previous year and a report on any discrepancies;
 - (b) management information from the year, on revenue and volume, customers, by market sector, electronic and non-electronic placement, statutory and non-statutory, as set out in Schedule 12 (Governance and Reporting) compiled into one (1) Excel spreadsheet, with formulas, and graphs showing trends over the contract year, and compared to previous years;
 - (c) a list of key customers and stakeholders with a review of how key customers and stakeholders have been engaged and how satisfied they are with The Gazette Services;
 - (d) an up-to-date and comprehensive price list, including details of all discounts offered and who to;
 - (e) details of resources provided and investment made by the Concessionaire during the year against investment and resource projections;
 - (f) any issues or concerns; and
 - (g) key lessons learned.

6 Reports

6.1 The activities undertaken according to this Schedule 5 shall be reported by the Concessionaire to the Grantor through:

- (a) Monthly reports to the Delivery Board; and
- (b) Quarterly reports to the Strategy Board;

such reports to be provided to the Grantor a minimum of five Working Days prior to the relevant Board meeting.

SCHEDULE 6 – REQUIREMENTS TO ADVERTISE

- 1.1 The Concessionaire recognises and accepts that The Gazette publishes Notices 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 shall 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; and
 - (f) A URL link to that legislation (where such URL exists).
- 1.4 This list shall be provided to The Grantor in a format agreed with and approved by The Grantor.
- 1.5 The Concessionaire shall verify and update this list every six (6) Months, from

Commencement Date, and to report back to the Grantor on any changes at the Delivery Board meetings, pursuant to Schedule 12 (Governance and Reporting).

- 1.6 The Concessionaire shall 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 7 – 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 are not Confidential Information and 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 18 (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 7 (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 shall 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 7.

- 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.
- 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 shall be payable by the Grantor.

2.13 The Grantor shall 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 Gazette 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 shall 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 Government policy on Open Standards, Open Source and re-use of Government data 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
[redacted]	E-Commence API	Licence
[redacted]	ERP system	Sub-Licence
[redacted]	Cloud hosting service	Sub-Licence
[redacted]	PDF creation tool	Sub-Licence
[redacted]	A new stand app	Sub-Licence
[redacted]	Pay Page services for online shop	Sub-Licence

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 8 – SECURITY MANAGEMENT

1 Definitions

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

“Breach of Security”	means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the services; the premises; and/or any ICT, information or data (including the confidential information and the materials) used in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data including any copies of such information or data, used by the grantor and/or the concessionaire in connection with this contract.
“ISMS”	means the information security management system as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties as set out in paragraph 3.1 of this Schedule 7 and will directly reflect the scope of the Services.
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“Security Management Plan”	means the Concessionaire's security management plan as set out in Appendix 1 of this Schedule 8.
“Security Policy”	means the Grantor's overarching security policy as set out in Schedule 4 (Policies).

2 Introduction

2.1 This Schedule covers:

- (a) principles of protective security to be applied in delivering the Services;
- (b) wider aspects of security relating to the Services;
- (c) the development, implementation, operation, maintenance and continual improvement of an ISMS;
- (d) the creation and maintenance of the Security Management Plan;
- (e) audit and testing of ISMS compliance with the security requirements;
- (f) conformance to ISO/IEC 27001 ('Information Security Requirements Specification') and ISO/IEC27002 ('Information Security Code of Practice') and;
- (g) obligations in the event of any actual, potential or attempted Breach of Security.

2.2 The Concessionaire's Security Policy is included in Schedule 4 (Policies).

3 Principles of Security

3.1 The Concessionaire acknowledges that the Grantor places great emphasis on the confidentiality, integrity and availability of information and consequently on the security of the Materials, and related IT systems used in the provision of the Services.

3.2 The Concessionaire will at all times take all reasonable steps to ensure that the Services are provided in accordance with this Contract; and in such a way that:

- 3.2.1 the confidentiality and integrity of the Materials is maintained;
- 3.2.2 unauthorised access to, use of, or interference with the Materials by any person or organisation is prevented;
- 3.2.3 unauthorised access to network elements, buildings, and tools used by the Concessionaire in the provision of the Services is prevented;
- 3.2.4 use of the Services by any third party in order to gain unauthorised access to any computer resource or the Materials is prevented; and

- 3.2.5 loss of availability of the Materials due to any failure or compromise of the Services provided by the Concessionaire is prevented.
- 3.3 The Concessionaire will develop and use an ISMS to ensure compliance with the Grantor's security requirements as specified in this Contract.
- 3.4 The Concessionaire will be responsible for the effective performance of the ISMS and will at all times provide a level of security which:
- 3.4.1 is in accordance with Good Industry Practice, Law and this Contract;
- 3.4.2 complies with the security policy;
- 3.4.3 meets any specific security threats to the ISMS; and
- 3.4.4 complies with ISO/IEC27001 in accordance with Paragraph 6 of this Schedule;
- 3.4.5 complies with the security requirements as set out in this Schedule and Schedule 2 (Services Specification).

4 ISMS and Security Management Plan

Introduction

- 4.1 The Concessionaire will develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to Paragraph 3.4 be periodically updated, approved by the Grantor and audited in accordance with ISO/IEC 27001.
- 4.2 Both the ISMS and the Security Management Plan will, unless otherwise specified by the Grantor, aim to protect all aspects of the Services and all processes associated with the delivery of the Services and any ICT, information and data (including the Grantor's Data) to the extent used by the Grantor or the Concessionaire in connection with this Contract.

Development of the Security Management Plan

- 4.3 Within twenty (20) Working Days after the Contract Date and in accordance with Paragraphs 4.9 to 4.12 inclusive (Amendment and Revision), the Concessionaire will prepare and deliver to the Grantor for approval a fully complete and up to date

Security Management Plan which will be based on the Security Management Plan set out in Appendix 1.

Content of the Security Management Plan

- 4.4 The Security Management Plan will set out the security measures to be implemented and maintained by the Concessionaire in relation to all aspects of the Services and all processes associated with the delivery of the Services and will at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule (including the principles set out in Paragraph 3.2).
- 4.5 The Security Management Plan should also set out the plans for transiting all security arrangements and responsibilities from those in place at Commencement Date to those incorporated in the Concessionaire's ISMS at the date set out in the Schedule 3 (Transition and Implementation) for the Concessionaire to meet the full obligations of the security requirements under this Contract.
- 4.6 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within that standard.
- 4.7 The Security Management Plan will be written in plain English in language which is readily comprehensible to the staff of the Concessionaire and the Grantor engaged in the Services and will only reference documents which are in the possession of the Grantor or whose location is otherwise specified in this Schedule.
- 4.8 The Security Management Plan shall include, but not be limited to:
- (a) Data processing, storage, management and destruction
 - (b) Security architectures
 - (c) Cloud security
 - (d) Cyber security
 - (e) Security checks
 - (f) Security risk management

- (g) Personnel security
- (h) Building security
- (i) Identity, authentication and access control
- (j) Audit and monitoring
- (k) Identifying the Concessionaire's organisational roles responsible for ensuring this Schedule 8 is complied with by the Concessionaire
- (l) Detailing the process for managing an security risks from Sub-contractors and third parties.
- (m) Setting out the Concessionaire's security incident management processes and incident response plans
- (n) Setting out the Concessionaire's vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique which the Concessionaire becomes aware, prioritisation and testing of security patches.

Amendment and Revision of the ISMS and Security Management Plan

4.9 The ISMS and Security Management Plan will be fully reviewed and updated by the Concessionaire annually, or from time to time to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Concessionaire's systems used in the performance of the Services and/or associated processes;
- (c) any new perceived or changed security threats; and
- (d) any reasonable request by the Grantor.

4.10 The Concessionaire will provide the Grantor with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Grantor. The results of the review should include, without limitation:

- (a) suggested improvements to the effectiveness of the ISMS;
 - (b) updates to the risk assessments;
 - (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
 - (d) suggested improvements in measuring the effectiveness of controls.
- 4.11 On receipt of the results of such reviews, the Grantor will consider for approval any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at Paragraph 4.12.
- 4.12 Any change or amendment which the Concessionaire proposes to make to the ISMS or Security Management Plan (as a result of an Grantor request or change to Schedule 2 (Services Specification) or otherwise) will be subject to the Change Control Procedure and will not be implemented until approved in writing by the Grantor.

5 Testing

- 5.1 The Concessionaire will conduct tests of the ISMS ("Security Tests") on an annual basis or as otherwise agreed by the Parties through the Delivery Board as set out in Schedule 12 (Governance and Reporting). The date, timing, content and conduct of such Security Tests will be agreed in advance with the Grantor.
- 5.2 The Grantor will be entitled to send a representative to witness the conduct of the Security Tests. The Concessionaire will provide the Grantor with the results of such tests (in a form approved by the Grantor in advance) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Grantor pursuant to this Contract, the Grantor and/or its authorised representatives will be entitled, at any time and without giving notice to the Concessionaire, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Concessionaire's compliance with the ISMS and the Security Management Plan. The Grantor may notify the Concessionaire of the results of such tests after completion of each such test. Security Tests will be designed and implemented so as to minimise the impact on the delivery of the Services. If such tests adversely

affect the Concessionaire's ability to deliver the Services to the agreed Service Levels, the Concessionaire will be granted relief against any resultant under-performance for the period of the tests.

- 5.4 Where any Security Test carried out pursuant to Paragraphs 5.1 and/or 5.3 reveals any actual or potential Breach of Security, the Concessionaire will promptly notify the Grantor of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Concessionaire proposes to make in order to correct such failure or weakness. Subject to the Grantor's approval in accordance with Paragraph 4.11, the Concessionaire will implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Grantor or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan to address a non-compliance with the Security Policy the change to the ISMS or Security Management Plan will be at no cost to the Grantor.

6 Compliance with ISO/IEC 27001

- 6.1 The Concessionaire will obtain independent certification of the ISMS to ISO/IEC 27001 within twelve (12) Months of the Commencement Date and will maintain such certification for the duration of the Contract.
- 6.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Concessionaire reasonably believes that it is not compliant with ISO/IEC 27001, the Concessionaire will promptly notify the Grantor of this and the Grantor in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 6.3 The Grantor will be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 6.4 If, on the basis of evidence provided by such audits, it is the Grantor's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Concessionaire, then the Grantor will notify the Concessionaire of the same and give the Concessionaire a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to

become compliant with the principles and practices of ISO/IEC 27001. If the Concessionaire does not become compliant within the required time then the Grantor has the right to obtain an independent audit against these standards in whole or in part.

- 6.5 If, as a result of any such independent audit as described in Paragraph 6.4 the Concessionaire is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Concessionaire will, at its own expense, undertake those actions required in order to achieve the necessary compliance and will reimburse in full the costs incurred by the Grantor in obtaining such audit.

7 Breach of Security

- 7.1 Either Party will notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 7.1, the Concessionaire will immediately take all reasonable steps necessary to:
- (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
 - (b) prevent an equivalent breach in the future.
- 7.3 such steps will include any action or changes reasonably required by the Grantor. In the event that such action is taken in response to a breach that is determined by the Grantor acting reasonably not to be covered by the obligations of the Concessionaire under this Contract, then the Concessionaire will be entitled to refer the matter to the Change Control Procedure; and
- 7.4 as soon as reasonably practicable provide to the Grantor full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

8 Breach of Security – IT environment

- 8.1 The Concessionaire shall use its reasonable endeavours to prevent any Breach of

Security for any reason, including as a result of malicious, accidental or inadvertent behaviour, in accordance with the patching policy. The patching policy (shall form part of the information risk management documentation which shall be agreed with the Grantor), and includes (without limitation), an obligation on the Concessionaire to use the latest versions of anti-virus definitions, firmware and software available from industry accepted anti- virus software vendors in the provision of Services.

- 8.2 Notwithstanding the provisions of Paragraph 8.1 if a Breach of Security is detected in the Services the Parties shall co-operate to reduce the effect of the Breach of Security, and particularly if the Breach of Security causes loss of operational efficiency or loss or corruption of Grantor Data, assist each other to mitigate any losses and to restore services to their desired operating efficiency.

9 Security Testing

- 9.1 The Concessionaire shall, at its own cost and expense:

9.1.1 procure a CHECK IT Health Check of the Core Information Management System (an "**IT Health Check**") by a NCSC approved member of the CHECK Scheme:

- (a) if directed to do so by the Grantor in accordance with Paragraph 9.1.3(c); and
- (b) once every 12 months during the Term.

9.1.2 conduct an assessment as soon as reasonably practicable following receipt by the Concessionaire or any of its Sub-contractors of a critical vulnerability alert from a Concessionaire of any software or other component of the IT Environment to determine whether the vulnerability affects the IT Environment; and

9.1.3 conduct such other tests as are required by:

- (a) any Vulnerability Correction Plan;
- (b) the ISO27001 certification requirements;
- (c) the Grantor following a Breach of Security or a significant change to the components or architecture of the IT Environment,

(each a "Security Test").

9.2 The Concessionaire shall provide the Grantor with the results of such Security Tests (in a form approved by the Grantor in advance) as soon as practicable after completion of each Security Test.

9.3 In relation to each IT Health Check, the Concessionaire shall:

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

9.3.2 promptly, following receipt of each IT Health Check report, provide the Grantor with a copy of the IT Health Check report;

9.3.3 in the event that the IT Health Check report identifies any vulnerabilities, the Concessionaire shall:

(a) prepare a remedial plan for approval by the Grantor (each a "Vulnerability Correction Plan") which sets out in respect of each vulnerability identified in the IT Health Check report:

(i) how the vulnerability will be remedied;

(ii) the date by which the vulnerability will be remedied;

(iii) the tests which the Concessionaire shall 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 Vulnerability Correction Plan; and

(c) conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

9.4 The Security Tests shall be designed and implemented by the Concessionaire so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the

Grantor.

- 9.5 The Grantor shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Concessionaire's obligations under Paragraph 9.3, the Concessionaire shall provide the Grantor with the results of such Security Tests (in a form approved by the Grantor in advance) as soon as practicable after completion of each Security Test.
- 9.6 The Grantor and/or its authorised representatives shall be entitled, at any time and without giving notice to the Concessionaire, to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service and/or the IT Environment ("Grantor Security Tests"). The Grantor shall take reasonable steps to notify the Concessionaire prior to carrying out such Grantor Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature of the Grantor Security Test.
- 9.7 The Grantor shall notify the Concessionaire of the results of such Grantor Security Tests after completion of each Grantor Security Test.
- 9.8 The Grantor Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services.
- 9.9 Without prejudice to the provisions of Paragraph 9.3.3, where any Security Test carried out pursuant to this Paragraph 9 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Concessionaire shall promptly notify the Grantor of any changes which the Concessionaire proposes to make in order to correct such failure or weakness. Subject to the Grantor's prior written approval, the Concessionaire shall implement such changes and repeat the relevant Security Tests in accordance with the timetable agreed with the Grantor or, otherwise, as soon as reasonably possible.
- 9.10 If the Grantor unreasonably withholds its approval to the implementation of any changes proposed by the Concessionaire in accordance with Paragraph 9.9 above, the Concessionaire shall not be deemed to be in breach of this Contract to the extent it can be shown that such breach:

9.10.1 has arisen as a direct result of the Grantor unreasonably withholding its

approval to the implementation of such proposed changes; and

9.10.2 would have been avoided had the Grantor given its approval to the implementation of such proposed changes.

9.11 If any repeat Security Test carried out pursuant to Paragraph 9.9 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Grantor may by terminate this Contract with immediate effect by issuing a Termination Notice to the Concessionaire in accordance with Clause 38.

9.12 The Concessionaire shall, by 1 January of each year during the Term, provide to the Grantor a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:

9.12.1 the Concessionaire has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Contract; and

9.12.2 the Concessionaire is confident that its security and risk mitigation procedures with respect to the Services remain effective.

10 Vulnerabilities and Corrective Action

10.1 The Grantor and the Concessionaire acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which will require mitigation.

10.2 The severity of vulnerabilities shall be categorised by the Concessionaire as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring using the appropriate vulnerability scoring systems including:

10.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and

10.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

- 10.3 Subject to Paragraph 10.4, the Concessionaire shall procure the application of security patches to vulnerabilities within:
- 10.3.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
 - 10.3.2 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
 - 10.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 10.4 The timescales for applying patches to vulnerabilities set out in Paragraph 10.3 shall be extended where:
- 10.4.1 the Concessionaire can demonstrate that a vulnerability is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Concessionaire within the timescales set out in Paragraph 10.3 if the vulnerability becomes exploitable within the context of the Services;
 - 10.4.2 the application of a 'Critical' or 'Important' security patch adversely affects the Concessionaire's ability to deliver the Services in which case the Concessionaire shall be granted an extension to such timescales of 5 days, provided the Concessionaire had followed and continues to follow the security patch test plan agreed with the Grantor; or
 - 10.4.3 the Grantor agrees a different maximum period after a case-by-case consultation with the Concessionaire.
- 10.5 The Concessionaire shall:
- 10.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
 - 10.5.2 promptly notify NCSC of any actual or sustained attempted Breach of Security;

- 10.5.3 ensure that the IT Environment is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 10.5.4 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Term;
 - 10.5.5 pro-actively scan the IT Environment for vulnerable components and address discovered vulnerabilities;
 - 10.5.6 at the Grantor's request, provide the Grantor with a written report which details both patched and outstanding vulnerabilities in the IT Environment, the elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report and any failure to comply with the timescales set out in Paragraph 10.3;
 - 10.5.7 propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;
 - 10.5.8 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the IT Environment); and
 - 10.5.9 inform the Grantor when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment and provide initial indications of possible mitigations.
- 10.6 If the Concessionaire is unlikely to be able to mitigate the vulnerability within the timescales under Paragraph 10.3, the Concessionaire shall immediately notify the Grantor.
- 10.7 If the Concessionaire fails to patch vulnerabilities in the IT Environment in accordance with Paragraph 10.3, such failure shall constitute a material Default and the Grantor may by terminate this Contract with immediate effect by issuing a Termination Notice to the Concessionaire in accordance with Clause 38.

11 Malicious Software

- 11.1 The Concessionaire shall install and maintain anti-Malicious Software or procure that latest versions of anti-virus definitions and anti-Malicious Software is installed and maintained on any part of the IT Environment which may be used in delivery of the Services, and ensure that such anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the IT Environment 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.
- 11.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 11.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 11.2 shall be borne by the Parties as follows:
- 11.3.1 by the Concessionaire where the Malicious Software originates from the Concessionaire's software, third party software supplied by the Concessionaire or data under the control of the Concessionaire; and
- 11.3.2 otherwise by the Grantor.

SCHEDULE 8 – APPENDIX 1

THE CONCESSIONAIRE’S SECURITY MANAGEMENT PLAN

[text redacted]

APPENDIX 2 TSO/WILLIAM LEA'S OVERARCHING SECURITY POLICY

[text redacted]

SCHEDULE 9 – PRICING

1 Definitions

1.1 For the purposes of this Schedule 9, 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:

- i two (2) or more Events of the same type shall 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 shall be a separate Event;
- ii an Event of the same type relating to two (2) or more Entities shall 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 shall be a separate Event; and
- iii two (2) or more Events that are different in type but are connected by virtue of a legal or non-legal process, shall 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 shall 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 $\text{IF}(\text{MOD}(E, 10) = 1, 1, 0)$. E1 is, for the avoidance of doubt, the number of Events to be charged at the price rate for 1 Event.

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 2021 requires the approval of the Grantor.

3 Pricing and pricing review

- 3.1 The Concessionaire recognises and accepts that, when considering pricing for The Gazette 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 shall 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 The Concessionaire shall 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 shall 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 shall include prices for 1 Event, 2-5 Events and 6 – 10 Events and shall 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 shall review and approve prices for each Contract Year commencing 1 January, by the previous 31 November. The Concessionaire shall 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, shall submit revised prices for the Grantor's review and approval.

- 3.9 For non-Notice related pricing, the Concessionaire shall 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) how the pricing proposal compares to the pricing of similar products/services provided by competitors; and
 - (c) 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 shall 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 shall 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 shall be charged on the same basis as the original Notice.
- 3.13 Any Re-insertions shall be made without charge to the Advertiser and any necessary compensation payment shall 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

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.

<i>Notice Submission Method</i>	Notice Charges to Advertisers			
	Public Sector placing Mandatory Notices or State Notices		All Other Advertisers	
	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	22.65	70.00	95.50
2 – 5 Events (P2)	0.00	45.30	140.00	191.00
6 – 10 Events (P3)	0.00	67.95	210.00	286.50
Personal Insolvency				
1 Event (P1)	0.00	22.65	70.00	95.50
State Notices				
1 Event (P1)	0.00	22.65	70.00	95.50
2 – 5 Events (P2)	0.00	45.30	140.00	191.00
6 – 10 Events (P3)	0.00	67.95	210.00	286.50
<i>Notice Type</i> <i>Basis of Charge</i>	UK£	UK£	UK£	UK£
Deceased Estates				
1 Event (P1)			70.00	95.50
Public Notices				
1 Event (P1)	0.00	22.65	70.00	95.50
2 – 5 Events (P2)	0.00	45.30	140.00	191.00
6 – 10 Events (P3)	0.00	67.95	210.00	286.50
Other Legal				
1 Event (P1)	0.00	22.65	70.00	95.50
2 – 5 Events (P2)	0.00	45.30	140.00	191.00
6 – 10 Events (P3)	0.00	67.95	210.00	286.50

SCHEDULE 10 – ROYALTIES, PAYMENTS AND OPEN BOOK ACCOUNTING

1 Definitions

1.1 For the purposes of this Schedule 10, 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 Gazette Services.
“Gross Quarterly Revenue Received”	means all gross revenue received, or due to be received, by the Concessionaire for the Quarter from The Gazette 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.
“Additional Royalty Payment(s)”	is the outstanding percentage royalty on total gross revenue per annum as set out in Table A and as further detailed in the worked examples laid out in Tables B, C and D.
“Open Book Accounting”	means an accounting model whereby costs and returns (both to the Concessionaire and the Grantor) will be visible and transparent, without making sensitive financial data available to competitors.

2 Introduction

2.1 This Schedule details the Quarterly Royalty Payments and Additional 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% 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 Additional Royalty Payments as set out in this Schedule.
- 3.2 Subject to Clause 40.4, within fourteen (14) working days after a Quarter Day, the Concessionaire shall 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.
- 3.3 *[text redacted]*
- 3.4 The Concessionaire shall make an Additional Royalty Payment in each Contract Year during the Term, based on the Gross Annual Revenue Received for the previous Contract Year during the Term as set out in Table A in this Schedule.

Table A: Tiered Royalty Payments

[table contents redacted]

- 3.5 For the avoidance of doubt, Table B below sets out an example payment calculation for a tiered royalty payment.

Table B: Example Tiered Royalty Payment

[table contents redacted]

- 3.6 *[text redacted]*
- 3.7 Subject to Clause 40.4, by 31 January of each Contract Year during the Term, the Concessionaire shall confirm the Additional Royalty Payment due to the Grantor for the previous Contract Year.
- 3.8 Subject to Clause 40.4, no later than thirty (30) days following receipt of an invoice from the Grantor, the Concessionaire shall pay the Grantor the Quarterly Royalty

Payment and the Additional Royalty Payment.

- 3.9 By 30 September of each Contract Year during the Term, the Concessionaire shall provide to the Grantor a forecast of the Additional Royalty Payment due, based on the total Gross Annual Revenue Received or forecast to be received by the Concessionaire from The Gazette Business or The Gazette Services for that Contract Year, and shall provide a forecast of Quarterly Royalty Payments and Additional Revenue Payments for each outstanding Contract Year during the Term.

3.10 *[text redacted]*

- 3.11 For the avoidance of doubt, Table C of this Schedule sets out an example payment calculation for early termination as specified in Paragraph [Error! Reference source not found.](#)

Table C: Example of Tiered Royalty Payments in the event of termination on a Quarter Day

[table contents redacted]

3.12 *[text redacted].*

- 3.13 If the contract is terminated early, for any reason, and the termination date does not fall on a Quarter Day, the Concessionaire shall pay the Grantor an Additional Royalty Payment, which shall be based on a pro rata of the threshold amounts for the total Gross Annual Revenue Received or forecast to be received by the Concessionaire from The Gazette Business or The Gazette Services as set out in column one (1) of Table A, based on the number of Contract Days in the Contract Year up to and including the day of termination.

- 3.14 For the avoidance of doubt, Table D below sets out an example payment calculation for early termination as set out in Paragraph 3.13.

Table D: Example of Tiered Royalty Payments in the event of termination on a date other than a Quarter Day

[table contents redacted]

- 3.15 In Table D of this Schedule, the Additional Royalty Payment is calculated by the formula $(G \times H) - I$, where G is the Gross Annual Revenue Received for year to date; H

is the Royalty Percentage applicable (determined by the Gross Annual Revenue Received for year up to date of termination and the prorated Tiered Thresholds as illustrated in Table D); and I is the Total Quarterly Royalty Payment received by the Grantor from the Concessionaire in that Contract Year.

- 3.16 The Concessionaire shall report on total gross revenue return on a monthly basis during the term, and shall provide revenue forecasts as required by the Grantor, in the financial reports set out in Schedule 12 (Governance and Reporting).

4 Value Added Tax

- 4.1 In addition to the Quarterly Royalty Payments and the Additional Royalty Payments, the Concessionaire shall pay to the Grantor VAT on the Quarterly Royalty Payments and the Additional Royalty Payments at the rate and in the manner prescribed by Law from time to time.
- 4.2 VAT, where applicable, shall be shown separately on all invoices at a strictly net extra charge.
- 4.3 The Concessionaire shall, 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 and the Additional Royalty Payments.

5 Open Book Accounting and Reporting

- 5.1 The Concessionaire shall keep, and allow the Grantor to view on reasonable notice, Open Book Data and shall provide to the Grantor on a monthly basis a profit and loss statement for The Gazette Business and The Gazette Services, which includes revenue, direct cost, indirect cost and investment information with comparisons against monthly and full year targets, as set out in Schedule 12 (Governance and Reporting).
- 5.2 The Concessionaire shall also provide additional financial reports as required under Schedule 12 (Governance and Reporting), Part B.

SCHEDULE 11 – PERFORMANCE MANAGEMENT AND SERVICE LEVELS

PART A – PERFORMANCE SCORES

1 Performance Scores for Service Delivery

1.1 The Grantor will award Performance Scores to Service Delivery in Schedule 2 (Services Specification), Schedule 3 (Implementation), Schedule 5 (Business Development); and Schedule 12 (Governance and Reporting).

1.2 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.

1.3 Where a Service has met the Requirements, one of the following Performance Scores will be awarded:

- (a) C4 – conformance;
- (d) C5 – exceeds requirements; and
- (e) C6 – exceptional performance

1.4 The Concessionaire shall achieve the following Performance Scores:

- (a) at least six (6) of the performance standard identifiers at C4 or above within the first twelve (12) Month period following the Commencement Date; and
- (b) at least thirteen (13) out of fourteen (14) of the performance standard identifiers score at an average of C4 or above thereafter for the remainder of the Term, calculated on an annual basis.

PART B – PERFORMANCE MANAGEMENT

2 Principal Points

2.1 This Part B sets out the performance management system for monitoring the Services (the “Performance Management System”):

- (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.

2.2 Appendix 1 of this Schedule 11 sets out the Service Levels (performance standards) which are required of the Concessionaire in its delivery of the Services.

2.3 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.

2.4 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 Delivery Board meetings pursuant to Schedule 12 (Governance and Reporting).

2.5 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 shall be implemented and delivered at no extra cost to the Grantor.

2.6 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 13 (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 Delivery Board, in accordance with Schedule 12 (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 below.
- 3.3 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 four response categories apply:
- (a) Priority Level One (1): Service Failures meriting categorisation as Priority Level One are those causing serious disruption to The Gazette Services with no workaround available (which will include, without limitation, C1 events as defined in the Performance Management System of this Schedule 11). The Concessionaire will take immediate action to manage and resolve the issue including hourly updates to the Grantor and the preparation of a full incident report as described in Part B of Schedule 11 (Governance and Performance) once the issue has been resolved. Once the Concessionaire has identified the cause of a Priority Level One (1) Service Failure, it shall propose corrective action and a timeline for resolution for the Grantor's approval.
 - (b) Priority Level Two (2): Service Failures meriting categorisation as Priority Level Two are those causing serious disruption to The Gazette Services but with an acceptable workaround. The Concessionaire will acknowledge that the issue has been received, logged and that work has been scheduled, and confirm when the issue has been resolved. The Grantor may request that the Concessionaire prepare of a full Incident Report as described in Part B of Schedule 12 (Governance and Performance) once the issue has been resolved. Once the Concessionaire has identified the cause of a Priority Level Two (2) Service Failure, it shall propose corrective action and a timeline for resolution for the Grantor's approval.
 - (c) Priority Level Three (3): Service Failures meriting categorisation as Priority Level Three are those causing a minor disruption to The Gazette Services but with no

impact on normal business activity. The Concessionaire will, in consultation with the Grantor, agree a plan (including timescales) to resolve the issue/s

- (d) Priority Level Four (4): Service Failures meriting categorisation as Priority Level Four are those that have a low impact on The Gazette Services.

3.4 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.

3.5 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.

3.6 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 11 and Part B of Schedule 12 (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 and Priority Level Four 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.
- (l) 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.
- (m) The Grantor will be entitled to raise any additional questions and/or request any further information regarding any Service Failure.
- (n) 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.

5 Satisfaction Surveys

5.1 In order to assess the level of performance of the Concessionaire, the Grantor

may undertake satisfaction surveys in respect of Users, Advertisers or various groups of Users or Advertisers ("Satisfaction Surveys"). These surveys may consider:

- (a) the assessment of the Concessionaire's performance by the Users and Advertisers against the Service Levels;
- (b) the assessment of the Concessionaire's customer services provision; and/or
- (c) other suggestions for improvements to The Gazette Services.

5.2 The Grantor will be entitled to notify the Concessionaire of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Service Requirements.

5.3 The Concessionaire will, as soon as reasonably practicable after notification from the Grantor in accordance with Paragraph 5.2 ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable.

5.4 All other suggestions for improvements to The Gazette Services will be dealt with as part of Service Improvements pursuant to Schedule 2 (Services Specification) and Schedule 5 (Business Development).

APPENDIX 1: PERFORMANCE MANAGEMENT SYSTEM AND SERVICE LEVELS

6 Introduction

- 6.1 The Performance Management System has been designed to support the objectives of the Contract by providing the Concessionaire with an incentive to continuously maintain and improve the service quality levels. The performance standards reflect the Grantor's determination of the key interests of service users.
- 6.2 Details of the performance standards included within the Performance Management System are shown in the following tables. Table 1 shows the measurement methodology for each performance standard, whilst Table 2 shows the Service Levels associated with each performance standard.

Table 1 – Measurement Methodologies

7 User needs and user satisfaction

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 1	To ensure that key Public Sector Advertisers (the Insolvency Service, Companies House, those placing State Notices) are satisfied with The Gazette Services.	At least 80% of Public Sector Advertisers are either satisfied or very satisfied that the aspect of The Gazette Services that applies to them is simple, intuitive and convenient to use.	Public Sector Advertisers	Surveys	6 months	1 July 2020	The survey will ask Advertisers whether they are Very Satisfied, Satisfied, Neither Satisfied or Dissatisfied, Dissatisfied, or Very Dissatisfied with the Services. Where users are Dissatisfied or Very Dissatisfied they will be asked why.

8 The Gazette Digital Service and Website

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI2	To measure delivery against the Annual Maintenance Plan.	At least 75% of the Annual Maintenance Plan targets as required in Schedule 2 (Services Specification) are met.	Users of The Gazette Platform and The Gazette Business, and the Grantor	Each target to be allocated a points score, performance to be monitored against achievement against those scores	Annually (with quarterly tracking)	Contract Start Date	Measure against baseline and targets in Annual Maintenance Plan?

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 3	Advertisers and Users of The Gazette Services can submit, find and access The Gazette Data and The Gazette Information on The Gazette Website or through The Gazette API.	www.thegazette.co.uk and associated services (including The Gazette API and SPARQL Endpoint) is 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.	The Gazette Website Users The Gazette API users	Continuous	Annually (with monthly tracking)	Contract Start Date	The results of regular automated polling of 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.
KPI 4	To provide assurance to the Grantor of the quality and consistency of the enrichments of The Gazette Data as required in Schedule 2 (Services Specification).	At least 99%* of the mandatory Data Elements in Notices identified by the Parties for testing, processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	Directly affected Users are Advertisers and Data re-users. Indirectly affected Users are Website users.	Sample	Quarterly	Contract Start Date	Fifty (50) Notices will be selected at random, read and the entities that should be identified for a Notice of that type identified manually. The manual list will be compared with the Data Elements identified by the Data Enrichment Service.

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 5	<p>Notices in The Gazette are published accurately so that:</p> <ul style="list-style-type: none"> 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. 	<p>The Notice text received from the Advertiser for publication matches exactly:</p> <ul style="list-style-type: none"> 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; the Notice as data supplied in other supported formats through the Gazettes' API. 	Users Advertisers	Sample	Quarterly	Contract Start Date	<p>Fifty (50) Notices submitted in the previous twelve (12) months will be selected at random. Instances of these Notices will be taken from the Gazettes' API in the different formats specified by the Performance Standard and compared using the Google Diff Match Patch tool 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.</p>

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 6	<p>To ensure the provenance information recorded by the Provenance API is accurate to support the use of The Gazette Data for legal purposes.</p> <p>To ensure any changes to the information during or after the publishing process are captured and published as part of the machine-readable audit trail for the Notice.</p>	The digitally signed audit trail and provenance for each document is accurate and verified and any manual interventions are checked and validated.	All	All Notices	Ongoing with monthly review	At the end of the Implementation Period	The Concessionaire will develop and use a provenance verification tool which verifies the audit trail and provenance information and identifies where manual changes have occurred which will be independently verified and reported on.

9 The Gazette Business

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 7	To ensure The Gazette Business grows and develops in line with agreed targets.	At least 60% of the business development targets set out in the Business Strategy, as required in Schedule 5 (Business Development) are met.	The Grantor	Event	Annual with monthly tracking	Contract Start Date	The Business Strategy will contain a set of specific, measurable business targets. At the end of the business year, the Grantor shall assess whether each target has been met (pass or fail) based on the evidence provided by the Concessionaire or otherwise obtained.

10 Customer Service

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 8	To ensure all complaints are handled appropriately and in accordance with the Concessionaire's Customer Complaints Charter.	All complaints are logged and handled in accordance with the Customer Complaints Charter.	All	Continuous	Monthly with annual review	Contract Start Date	Random selection of complaints at each level (Level 1, 2, 3, 4) assessed by Grantor to assess quality of response? Results of any investigations required after Level 4 (where we review how complaint was handled?)
KPI 9	To ensure that Users are satisfied with The Gazette Services.	At least 70% of Users are either satisfied or very satisfied that the aspect of The Gazette Services that applies to them is simple, intuitive and convenient to use.	Users	Surveys	6 months	1 July 2020	User research will ask Users whether they are Very Satisfied, Satisfied, Neither Satisfied or Dissatisfied, Dissatisfied, or Very Dissatisfied with the Services. Where users are Dissatisfied or Very Dissatisfied they will be asked why.

11 Publishing

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 10	Timeliness of publication.	99.9% of Notices are published on time, in print and online, in accordance with Schedule 2 (Services Specification).	All	Continuous	Annual with monthly tracking	Contract Start Date	Publication and withdrawal times assessed by the Concessionaire querying the numbers of failures to publish.
KPI 11	To ensure that the redaction/removal of Notices post-publication is carried out in line with agreed policy.	98% of Notices are redacted or removed in line with agreed policy, as set out in Schedule 2 (Services Specification)	All	Continuous	Annual with monthly tracking	Contract Start Date	The percentage of Notices that were redacted/removed post-publication in line with agreed policy.

12 Governance

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 12	The Grantor is made aware of Priority One and Priority Two Service Failures, and of the impact on Users, so that it can help manage the effects appropriately.	The Grantor is notified within sixty (60) minutes in the case of a Priority One and within 12 working hours of a Priority Two Service Failure and is kept apprised on an hourly basis of the steps taken to manage the incident and given an estimate when normal service will resume.	The Grantor	Event	Annual (with monthly tracking)	Contract Start Date	The Concessionaire shall calculate notification times based on mail times extracted from Microsoft Outlook, showing when the Service Failure was raised by the Grantor or a third party, or the Concessionaire, compared with when the Concessionaire notified the Grantor
KPI 13	The Grantor is assured that Priority One Service Failures are resolved and/or monitored by the Concessionaire to reduce the likelihood of re-occurrence and impact on Users.	A full incident report should automatically be completed by the Concessionaire for all Priority Level One Service Failures relating to The Gazette Services, or on request by the Grantor for Priority Level Two Service Failures relating to The Gazette Services. Completed comprehensive incident reports should be submitted to the Grantor's Service and Performance Manager and the members of the Delivery Board within three working days of the incident being resolved.	The Grantor	Report	Continuous (as occurs) with monthly tracking and an annual summary	Contract Start Date	Grantor review of Incident reports and tracking summary spreadsheet produced for the Delivery Board for review, listing Priority One Service Failures, actions taken, and outstanding actions or where further monitoring is required.

Key Performance Indicator (KPI)	Aim of the Performance Standard	Performance Standard	Users affected	Type of measure	Measurement period	Operative from	Method of measurement
KPI 14	The Grantor has access to timely, accurate and complete Management Information about service performance.	All the required reporting information is correct, complete and made available within the first fourteen (14) working days of the next reporting period as required to measure these Performance Standards and as set out in Schedule 12 (Governance and Reporting) (i.e. monthly reporting information is made available within the first fourteen (14) working days of the following month) with the exception of the 'Monthly Financial Information Report' as required in Schedule 12 (Governance and Reporting).	The Grantor	Event	Annual with monthly tracking.	Contract Start Date	The Grantor will monitor when the reporting information is supplied.

Table 2 – Service Levels

13 User needs and user satisfaction

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 1	Contract Start Date	Less than 65% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.	Less than 70% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.	Less than 80% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.	At least 80% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.	More than 90% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.	More than 95% of Advertisers are either satisfied or very satisfied with the non-price aspects of the Services.

14 The Gazette Digital Service and Website

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 2	Contract Start Date	Less than 55% of the Annual Maintenance Plan targets are met	Less than 65% of the Annual Maintenance Plan targets are met	Less than 75% of the Annual Maintenance Plan targets are met	At least 75% of the Annual Maintenance Plan targets are met	At least 85% of the Annual Maintenance Plan targets are met	100% of the Annual Maintenance Plan targets are met

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 3	Contract Start Date	www.thegazette.co.uk and associated services (including the Gazettes' API and SPARQL Endpoint) is available and fully functional less than 95% of the time.	www.thegazette.co.uk and associated services (including the Gazettes' API and SPARQL Endpoint) is available and fully functional less than 96% of the time.	www.thegazette.co.uk and associated services (including the Gazettes' API and SPARQL Endpoint) is available and fully functional less than 99.5% of the time (99.9% during working hours).	www.thegazette.co.uk and associated services (including the Gazettes' API and SPARQL Endpoint) is 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 associated services (including the Gazettes' API and SPARQL Endpoint) is available and fully functional 99.9% of the time.	www.thegazette.co.uk and associated services (including the Gazettes' API and SPARQL Endpoint) is available and fully functional 99.95% of the time.

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 4	Contract Start Date	Less than 95*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	Less than 98*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	Less than 99*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	At least 99*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	At least 99.5*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.	At least 99.9*% of the mandatory Data Elements in Notices identified by the Parties for testing processed by the Data Enrichment Service are correctly identified and enriched by the Data Enrichment Service.

KPI 5	Contract Start Date	The Notice text received from the Advertiser for publication fails to match exactly the text in one (1) of the published versions more than 1% of the time in the sample taken.	The Notice text received from the Advertiser for publication fails to match exactly the text in one (1) of the published versions more than 0.5% of the time in the sample taken.	The Notice text received from the Advertiser for publication fails to match exactly the text in one (1) of the published versions at least once in the sample taken.	<p>The Notice text received from the Advertiser for publication matches exactly:</p> <ul style="list-style-type: none"> the digitally signed version of the text stored in the XML Store the text rendered in HTML on The Gazette Website; the text as it appears in PDF on The Gazette Website; the Notice as it appears in any printed publication supplied to customers; the Notice as data supplied in other supported formats through 	<p>The Notice text received from the Advertiser for publication matches exactly:</p> <ul style="list-style-type: none"> the digitally signed version of the text stored in the XML Store the text rendered in HTML on The Gazette Website; the text as it appears in PDF on The Gazette Website; the Notice as it appears in any printed publication supplied to customers; the Notice as data supplied in other supported formats through 	<p>The Notice text received from the Advertiser for publication matches exactly:</p> <ul style="list-style-type: none"> the digitally signed version of the text stored in the XML Store the text rendered in HTML on The Gazette Website; the text as it appears in PDF on The Gazette Website; the Notice as it appears in any printed publication supplied to customers; the Notice as data supplied in other supported formats through
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Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
					The Gazette API; in the sample selected for assessment	The Gazette API; in the sample selected for assessment and for 50% of all Notices published in the period.	The Gazettes API; in the sample selected for assessment and for 100% of all Notices published in the period.
KPI 6	End of Implementation Period	There is an issue identified in the provenance of more than 100 Notices published in the year.	There is an issue identified in the provenance of more than 75 Notices published in the year.	There is an issue identified in the provenance of more than 50 Notices published in the year.	There is an issue identified in the provenance of less than 10 Notices published in the year and all are corrected within five (5) days of discovery.	There is an issue identified in the provenance of less than 5 Notices published in the year and all are corrected within five (5) days of discovery	The provenance for every Notice published in the year is accurate

15 The Gazette Business

Key Performance Indicator	Operative from	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	Contract Start Date	Less than 20% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.	Less than 40% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.	Less than 60% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.	At least 60% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.	At least 70% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.	At least 80% of the business development targets set out in the Annual Business Strategy, as required in Schedule 5 (Business Development), are met.

16 Customer Service

Key Performance Indicator	Operative from	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	Contract Start Date	At least 10% complaints are not handled in accordance with the Customer Complaints Charter.	At least 5% complaints are not handled in accordance with the Customer Complaints Charter.	At least one (1) complaint is not handled in accordance with the Customer Complaints Charter.	All complaints are handled in accordance with the Customer Complaints Charter.	All complaints are handled in accordance with the Customer Complaints Charter with at least one example of an excellent response, as determined by the Grantor.	All complaints are handled in accordance with the Customer Complaints Charter with at least three examples of an excellent response, as determined by the Grantor.
KPI 9	Contract Start Date	Less than 60% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.	Less than 65% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.	Less than 70% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.	At least 70% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.	More than 80% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.	More than 90% of Users are either Satisfied or Very Satisfied with the non-price aspects of the Services.

17 Publishing

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (- 3 points)	C2 (-2 points)	C3 (-1 point)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 10	Contract Start Date	Less than 95% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).	95% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).	97% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).	99% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).	99.5% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).	99.9% of Notices are published to deadlines agreed with Advertisers or withdrawn in accordance with requirements set out in Schedule 1 (Specifications for Services).
KPI 11	Contract Start Date	Less than 90% of Notices are redacted or removed in line with agreed policy as set out in Schedule 2.	Less than 95% of Notices are redacted or removed in line with agreed policy as set out in Schedule 2.	Less than 98% of Notices are redacted or removed in line with agreed policy as set out in Schedule 2.	98% of Notices are redacted or removed in line with agreed policy, as set out in Schedule 2	n/a	100% of Notices are redacted or removed in line with agreed policy as set out in Schedule 2

18 Governance

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 12	Contract Start Date	More than three Priority One Service Failures per annum are not notified to the Grantor within 60 minutes, or not reported on every hour.	More than one Priority One Service Failure per annum is not notified to the Grantor within 60 minutes or not reported on every hour.	One Priority One Service Failure per annum is not notified to the Grantor within 60 minutes or not reported on every hour.	All Priority One Service Failures notified to the Grantor within 60 minutes and hourly updates provided and all Priority Level Two Services failures notified to the Grantor within 12 working hours.	At least 50% Priority One Service Failures notified to the Grantor within 45 minutes and hourly updates provided and all Priority Level Two Services failures notified to the Grantor within 12 working hours.	At least 75% Priority One Service Failures notified to the Grantor within 45 minutes and hourly updates provided and all Priority Level Two Services failures notified to the Grantor within 12 working hours.

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 13	Contract Start Date	All Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor but over 5% are not delivered to the timelines agreed with the Grantor.	. All Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor but up to 5% are not delivered to the timelines agreed with the Grantor.	All Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor and to the timelines agreed with the Grantor. .	. All Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor and to the timelines agreed with the Grantor.	. 50 - 75% of Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor ahead of the timelines agreed with the Grantor.	. Over 75% of Priority Level One and Priority Level Two Service Failures are resolved by the Concessionaire to the satisfaction of the Grantor ahead of the timelines agreed with the Grantor;

Key Performance Indicator	Operative from	Service Level - across the year					
		C1 (-3 points)	C2 (-2 points)	C3 (-1 points)	C4 (0 points)	C5 (2 points)	C6 (3 points)
KPI 14	Contract Start Date	The required management information contains significant errors, is incomplete or is made available after the first sixteen (16) Working Days of the next reporting period.	The required management information contains minor errors, is incomplete or is made available after the first fifteen (15) Working Days of the next reporting period.	The required management information contains minor errors is incomplete or is made available after the first fourteen (14) Working Days of the next reporting period.	All the required management information is correct, complete and made available within the first fourteen (14) Working Days of the next reporting period.	All the required management information is correct, complete and made available within the first ten (10) Working Days of the next reporting period.	The required reporting information is correct, complete and made available within the first six (6) Working Days of the next reporting period.

SCHEDULE 12 – GOVERNANCE AND REPORTING

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.

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) review and approve the annual Business Strategy and Maintenance Roadmap for The Gazette, which shall be provided to the Grantor to meet the requirements set out in Schedule 5 (Business Development) and Schedule 2 (Services Specification);
 - (b) monitor delivery against the annual Business Strategy during the Term;
 - (c) provide senior level guidance and leadership for The Gazette on matters that may impact on the delivery and development of The Gazette Business and The Gazette Services;
 - (d) 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); and
 - (e) carry out the specific obligations attributed to it in this Contract, including, but not limited, to this Schedule 12, Schedule 3 (Implementation), Schedule 9 (Pricing) and Schedule 14 (Dispute Resolution).

4 The Delivery Board

- 4.1 The Delivery Board will be responsible for monitoring progress towards the delivery of the Gazette Strategy, the Product Roadmap and the Annual Maintenance Plan and for resolving any operational issues, particularly where relationships with The

Gazette's stakeholders are involved. The role and function of the Delivery Board is more particularly set out in Paragraphs 4.2, 4.3 and 4.4 below.

4.2 The Delivery Board will:

- (a) review the output and outcomes of the Concessionaire's operational delivery against the Product Roadmap for The Gazette and escalate any issues to The Gazette Strategy Board;
- (b) review the monthly Management Information; ;
- (c) review and approve the Annual Maintenance Plan, including the operational and technical documentation that the Concessionaire is required to provide under Schedule 2 (Services Specification);
- (d) monitor and review complaints that are at Stage 4 of the Complaints Procedure as described in Schedule 2 and escalate as required and as set out in the Concessionaire's complaints procedure;
- (e) review incident reports and discuss any actions required;
- (f) review the risk register that the Concessionaire shall produce and maintain in accordance with Schedule 5 (Business Improvements and Development of Business);
- (g) provide an opportunity for discussing the emergence of new and evolving relevant technologies that could improve The Gazette Services or The Gazette Platform, and those technological advances potentially available to the Concessionaire and the Grantor which the Parties may wish to adopt, and any new or potential improvements to The Gazette Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer/user support services in relation to The Gazette Services;
- (h) be accountable to the Strategy Board for the operational oversight of The Gazette Business and The Gazette Services and for the senior management of the operational relationship between the Parties; and

- (i) consider and resolve disputes in the first instance and if necessary escalate the dispute to the Strategy Board as per Schedule 14 (Dispute Resolution).

4.3 The Delivery Board will carry out the specific obligations attributed to it in this contract, including, but not limited to, this Schedule 12, Schedule 3 (Implementation), Schedule 9 (Pricing) and Schedule 14 (Dispute Resolution).

4.4 Every fourth (4th) Delivery Board meeting shall focus on the technical aspects of the Product Roadmap, and review delivery against the Annual Maintenance Plan, including reviewing any technical documentation as required, updating on progress, discussing technical issues and concerns, and sharing expertise and experience of delivering to the Service Manual and Service Standard.

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 shall 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 shall require the agreement of both Parties represented on the Boards.

6 Strategy Board Representation and Structure

Grantor Members for Strategy Board	Digital Director (Chair) Finance and Commercial Director Head of Legislation Services Legislation Services Manager Service and Performance Manager
Concessionaire Members for Strategy Board	Managing Director Williams Lea Government Digital Services Director Business and Operations Director Digital Product Development Manager Digital Marketing Manager Product Owner and Publishing Manager
Start Date for Strategy Board meetings	February 2020
Frequency of Strategy Board meetings	Four (4) times a year, in February, May, August, November unless otherwise agreed with the Grantor
Location of Strategy Board meetings	As agreed between the Grantor and the Concessionaire.

7 Delivery Board Representation and Structure

Grantor Members for Delivery Board	Head of Legislation Services Legislation Services Manager Service and Performance Manager Management Accountant For technical Boards: Head of Legislation Services Legislation Services Manager Data Manager Head of Risk, Standards and Engagement
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Concessionaire Members for Delivery Board	<p>Government Digital Services Director</p> <p>Business and Operations Director</p> <p>Digital Product Development Manager</p> <p>Digital Marketing Manager</p> <p>Product Owner and Publishing Manager</p> <p>Operations Manager</p> <p>Research Manager</p> <p>Content Development Manager</p> <p>For technical Boards:</p> <p>Government Digital Services Director</p> <p>Business and Operations Director</p> <p>Digital Product Development Manager</p> <p>Product Owner and Publishing Manager</p> <p>Gazette Technical Lead</p>
Start Date for Delivery Board meetings	January 2020
Frequency of Delivery Board meetings	Monthly for Delivery Board with 4 (four) Technical Delivery Boards per contract year, to be held before Strategy Board meetings as agreed with the Grantor.
Location of Delivery Board meetings	The Concessionaire's premises in London, unless otherwise agreed with the Grantor

PART B – REPORTING

8 Introduction

- 8.1 The Concessionaire shall provide to the Grantor the reports included in, but not limited to, those listed in Part B of this Schedule 12, in a format to be agreed with and approved by the Grantor.
- 8.2 For all reports, the Concessionaire shall provide the underpinning management information in an Excel spreadsheet, with active formulas.
- 8.3 From time to time the Grantor may require the Concessionaire to provide to the Grantor reporting of additional information and/or at different intervals.
- 8.4 The Concessionaire shall ensure that the Management Information and reporting it provides during the Term shall be sufficient and adequate to enable the Grantor to decide whether any identified improvement or change should be implemented. The Concessionaire shall provide any further information that the Grantor requests.

9 Monthly financial reports

- 9.1 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	<p>The high level financial plan shall 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:</p> <ul style="list-style-type: none">• 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.
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9.2 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 Gazette Business and The Gazette Services.
Information to be included but not limited to	<p>The budget pack shall include:</p> <ul style="list-style-type: none"> • 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.

10 Monthly financial report

10.1 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 Gazette Business and the Services, in one Excel spreadsheet with formulas and the following information provided as separate tabs.
Information to be included but not limited to	<p>1. Profit and loss (P&L) actuals for the Term, for revenue, operating costs, planned investments, payments to Grantor.</p> <p>2. Revenue year to date (YTD) for the Term for all market sectors, products and services.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. Electronic/non-electronic, statutory/non-statutory, public/private analysis of current volumes by month and year to date by market sector, with revenue.</p> <p>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.</p>

	<p>8. P&L actuals per month showing revenue, operating costs, planned investment, payments to Grantor</p> <p>9. P&L budget by month for the year for existing and new business, by revenue, operating costs, planned investments and payments to Grantor.</p> <p>10. P&L budget variance by month showing revenue, operating costs, planned investments and payments to Grantor.</p> <p>11. Phased contract budget with price increase by month and YTD by market sector and product/service, for new and existing business.</p> <p>12. Data feeds by London, Belfast and Edinburgh Gazette and value.</p> <p>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.</p> <p>14. Revenue YTD actuals by month and YTD for notices and products and services.</p> <p>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.</p> <p>16. Geographic Revenue YTD actuals, monthly and YTD, by market sector and London, Belfast and Edinburgh Gazette.</p>
Frequency	Monthly from Commencement Date.

11 Monthly operational report

- 11.1 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 Service and Performance Manager to monitor and review aspects of operational delivery and KPIs.

Title	Business Analysis, Commentary and Summary
Description	<ul style="list-style-type: none"> • A high level summary of the financial information provided to the Grantor on a monthly basis, highlighting and explaining points of note. • A high level summary of any issues, incidents, outages, information management requests, complaints that the Grantor needs to take note of. • A high level summary of operational information provided – particularly noting any significant variances, for example more notices typeset than usual, higher number of web visits than usual.
Title	Operational information: customer services
Description	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 post publication
Description	<ul style="list-style-type: none"> • 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 Error Information

	<p>Information showing problems identified with the website and performance in relation to Schedule 2 (Services Specification), to include:</p> <ul style="list-style-type: none"> • Date/time fault reported. • Person identifying fault (e.g. Grantor/Concessionaire). • Contact points for fault (Grantor contact & Concessionaire contact). • Nature of fault. • Severity of fault (e.g. one link broken/whole site down, priority). • Reference number (Grantor/Concessionaire). • Date/time fault resolved. • Name of person responsible for actioning unresolved faults. • Comparison of actual resolution times against agreed resolution times.
Title	Website statistics
Description	<p>Information showing how the website (including all satellite services) is used, to include but not be limited to:</p> <ul style="list-style-type: none"> • 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:

	<ul style="list-style-type: none"> • Bounce rate • Traffic downloaded • Three (3) Month rolling average • Hits and page views over a rolling twelve (12) Month period • Page impressions • Users
Title	Incident Reporting for Service Failures
Description	<ul style="list-style-type: none"> • A list of all incident reports outstanding or still being worked on, with dates for when the Grantor should expect the incident report, when outstanding actions will be completed, or flagging where an incident is being monitored to identify trends.
Title	Change Request Summary Information
Description	<p>Information detailing the status of all open and new Change Requests (CRs) made in accordance with Schedule 13 (Change Control Procedure).</p> <ul style="list-style-type: none"> • Grantor's CR number (if applicable). • Concessionaire's reference number. • Brief description of Change. • CR Status (e.g. open, in progress, completed, on hold, pending, etc.). • Date CR raised. • Date CR completed. • Comments.
Title	Third Party logo re-use
Description	Information detailing the use of The Gazette logo by third parties as approved by the Delivery Board.
Frequency	Monthly from Commencement Date with an annual summary.

12 Incident reporting for Service Failures

- 12.1 The Concessionaire shall produce the following report within three (3) Working Days of a Priority Level One incident being resolved, or the Grantor requests an incident report to be completed for a Priority Level Two incident, , with a monthly summary (to be included in the monthly operational report) and an annual summary.

Title	Incident Reporting for Service Failures
Description	<p>Completed incident reports for all Priority Level One Service Failures, and for Priority Level Two Service Failures where the Grantor requests an incident report, 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:</p> <ul style="list-style-type: none">• 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)

	<ul style="list-style-type: none"> • Next steps • Additional comments and observations
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13 Customer satisfaction reports

13.1 The Concessionaire shall provide the following report every six months from the Commencement Date.

Title	Customer Satisfaction Reports
Description	Information showing customer satisfaction with The Gazette Services and specifically with the Customer Service they receive when placing notices and orders for products and services
Information to be included but not limited to	<ul style="list-style-type: none"> • Findings and analysis of usability work, customer satisfaction surveys, user groups and workshops, one to one interviews – by market sector/product/service as appropriate, against a benchmark agreed with the Grantor. • Findings and analysis of customer's satisfaction with the Concessionaire's customer services, against a benchmark agreed with the Grantor.

14 Contract change summary information

14.1 The Concessionaire shall 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 13 (Change Control Procedure).
Information to be included	<ul style="list-style-type: none"> • Change control note number. • Brief description of a change or Variation. • Date signed.

but not limited to	
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15 Other information and reports

Title	Concessionaire's Annual Report
Description	Standing provision of Annual Reports
Information to be included but not limited to	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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.

16 Records

- 16.1 The Concessionaire shall 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.

16.2 The Concessionaire shall make the Records available for inspection to the Grantor on request, subject to the Grantor giving reasonable notice.

16.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Grantor.

16.4 The Concessionaire shall, 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.

16.5 Records that contain financial information shall 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.

ANNEX 1: Records to be kept by the Concessionaire

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.

SCHEDULE 13 – CHANGE CONTROL PROCEDURE

1 Definitions

- 1.1 For the purposes of this Schedule 13, 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 Appendix A to this Schedule 13 (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 shall 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 12 (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 9 (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 9 (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 13.

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 Clause 54.1.

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 Appendix A of this Schedule 13. 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 13 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

Agreement on scope and objectives

- 11.1 The Concessionaire and the Grantor will jointly propose and the Grantor will agree the scope and objectives of the post-implementation reviews of Changes.
- 11.2 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.

Follow-up Action

- 11.3 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.

12 Emergency Change Control Procedure

- 12.1 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 12.
- 12.2 Upon notification pursuant to Paragraph 12.1 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.
- 12.3 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 9 (Pricing), any impact on Services, and the timescales for completion.
- 12.4 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.

- 12.5 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.
- 12.6 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 13. 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.

Appendix 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**, 55 Wells Street, London, W1A 3AE (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 14 – DISPUTE RESOLUTION

1 Definitions

1.1 For the purposes of this Schedule 14, the following terms will have the meanings referred to below:

“Case Summary”	a concise summary of a Party’s case in a dispute subjected to mediation.
“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU.
“Dispute Resolution Timetable”	the Standard Dispute Timetable or the Expedited Dispute Timetable.
“Exception”	a deviation of project tolerances in accordance with ‘PRINCE2’ methodology in respect of the Contract or in the supply of the Services.
“Expedited Dispute Timetable”	the reduced timetable for the resolution of disputes set out in this Schedule to be used in accordance with the provisions of Paragraph 2.6.
“Expert”	the person appointed by the Parties in accordance with Paragraph 15.2.
“Mediator”	the independent third party appointed in accordance with Paragraph 4.2.
“Notice of Dispute”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a dispute.
“Standard Dispute Timetable”	the standard timetable for the resolution of disputes.

2 Introduction

2.1 The Dispute Resolution Procedure will start with the service of a Notice of Dispute.

2.2 The Notice of Dispute will:

- (a) set out the material particulars of the dispute;
 - (b) set out the reasons why the Party serving the Notice of Dispute believes that the dispute has arisen;
 - (c) elect (subject to the provisions of Paragraph 2.6 below) whether the dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and
 - (d) if the Party serving the Notice of Dispute believes that the dispute should be dealt with under the Expedited Dispute Timetable, explain the reason why.
- 2.3 Unless agreed otherwise, the Parties will continue to comply with their respective obligations under the Contract regardless of the nature of the dispute and notwithstanding the referral of the dispute to the Dispute Resolution Procedure.
- 2.4 Subject to Paragraph 3.5 the Parties will seek to resolve disputes firstly by commercial negotiation (as prescribed in Paragraph 3 below), then by mediation (as prescribed in Paragraph 4 below) and lastly by recourse to binding arbitration as prescribed in Paragraph 16 below) Specific issues may be referred to expert determination (as prescribed in Paragraph 15 below) where appropriate.
- 2.5 The time periods set out in the Dispute Resolution Timetable will apply to all disputes unless the Parties agree that an alternative timetable should apply in respect of a specific dispute.
- 2.6 The Parties may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the dispute. If the Parties are unable to reach agreement on the use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Notice of Dispute then the use of this timetable will be at the sole discretion of the Grantor.
- 2.7 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension will have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.

3 Commercial Negotiations

- 3.1 Subject to Paragraph 3.5, the Parties will use all reasonable endeavours to settle any dispute between them in good faith and in accordance with the procedure set out in this Paragraph 3.
- 3.2 In the first instance, the Grantor and the Concessionaire will make reasonable endeavours to resolve all disputes as soon as possible, at the lowest level in the escalation process (described below) in which they can best be managed. Where either Party considers that a dispute cannot be resolved within acceptable timescales the dissatisfied Party may escalate the dispute to the next level in accordance with the following escalation process ("Escalation Process"), provided that the Parties will not repeat this process in respect of a dispute relating to an Exception that has been escalated already in accordance with this process:

Escalation Process
The Concessionaire's Gazettes Business and Operations Director and the Grantor's Legislation Services Manager; then
Delivery Board; then
Strategy Board.

- 3.3 The timescale permitted for resolution of disputes during this commercial negotiations stage from date of the Notice of Dispute is specified in the applicable section of the Dispute Resolution Timetable.
- 3.4 If the Parties have not settled the dispute in accordance with the Escalation Process and the time period provided in Paragraph 0 then the Parties will refer the matter to mediation in accordance with Paragraph 4 of this Schedule 14.
- 3.5 If either Party is of the reasonable opinion that the resolution of a dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution or that 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 negotiations in accordance with this Paragraph 3, that Party will serve a written notice to that effect and the Parties will proceed to mediation in accordance

with Paragraph 4.

4 Mediation

- 4.1 In the event that a dispute between the Parties cannot be resolved by commercial negotiation in accordance with Paragraph 3 the Parties will attempt to resolve it in accordance with CEDR's model mediation procedure.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within the timescale specified in the applicable section of the Dispute Resolution Timetable, they will make a joint application to CEDR to nominate the Mediator.
- 4.3 The Mediator, after consultation with the Parties where appropriate, will:
- (a) attend any meetings with either or both of the Parties preceding the mediation, if requested or if the Mediator decides this is appropriate and the Parties agree;
 - (b) read before the mediation each Case Summary and all the documents sent to him/her;
 - (c) chair, and determine the procedure for the mediation;
 - (d) assist the Parties in drawing up any written settlement agreement; and
 - (e) abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.
- 4.4 The Mediator (and any member of the Mediator's firm or Concessionaire) will not act for either of the Parties individually in connection with the dispute in any capacity during the Term. The Parties accept that in relation to the dispute neither the Mediator nor CEDR is an agent of, or acting in any capacity for, any of the Parties. Furthermore, the Parties and the Mediator accept that the Mediator (unless an employee of CEDR) is acting as an independent Concessionaire and not as an agent or employee of CEDR.

5 CEDR

- 5.1 CEDR, in conjunction with the Mediator, will make the necessary arrangements for the mediation including, as necessary:

- (a) nominating, and obtaining the agreement of the Parties to, the Mediator;
- (b) organising a suitable venue and dates;
- (c) organising exchange of the Case Summaries and documents;
- (d) meeting with either or both of the Parties (and the Mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
- (e) general administration in relation to the mediation.

5.2 If there is any issue about the conduct of the mediation upon which the Parties cannot agree within a reasonable time, CEDR will, at the request of any Party, decide the issue for the parties, having consulted with them.

5.3 The Parties agree to notify the Mediator that they wish to observe the relevant timescales agreed in the Dispute Resolution Timetable.

6 Participants

6.1 Each Party will state the names of:

- (a) the person(s) who will be the lead negotiator(s) for that Party, who must have full authority to settle the dispute; and
- (b) any other person(s) (such as professional advisers, colleagues or sub-contractor) who will also be present at, and/or participating in, the mediation on that Party's behalf.

7 Exchange of Information

7.1 Each Party will send to CEDR at least two (2) weeks before the mediation, or such other date as may be agreed between the Parties and CEDR, sufficient copies of:

- (a) its Case Summary; and
- (b) all the documents to which the Case Summary refers and any others to which it may want to refer in the mediation.

7.2 In addition, each Party may send to the Mediator (through CEDR) and/or bring to the

mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other Party, clearly stating in writing that such documentation is confidential to the Mediator and CEDR.

7.3 The Mediator will be responsible for sending a copy of each Party's Case Summary and supporting documents (pursuant to Paragraph 7.1) to the other simultaneously.

7.4 The Parties should try to agree:

- (a) the maximum number of pages of each Case Summary; and
- (b) a joint set of supporting documents or the maximum length of each set of supporting documents.

8 The Mediation

8.1 The mediation will take place at the time and place arranged by CEDR. The Parties agree to request that CEDR arrange the time and place for the mediation within the timescale specified in the applicable section of the Dispute Resolution Timetable. If the mediation cannot be arranged within the relevant timescale, the Parties will treat the delay as though they had agreed an extension to the Dispute Resolution Timetable in accordance with Paragraph 2.7.

8.2 The Mediator will chair and determine the procedure at the mediation.

8.3 No recording or transcript of the mediation will be made.

8.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, the Parties will resolve the dispute through binding arbitration in accordance with Paragraph 16.

8.5 The Parties agree to notify CEDR that the maximum duration for the mediation meeting will be as set out in the applicable section of the Dispute Resolution Timetable.

9 Settlement Agreement

9.1 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). In any event any settlement

agreement must be finalised within the timescales specified in the Dispute Resolution Timetable unless the Parties agree an extension to the Dispute Resolution Timetable in accordance with Paragraph 2.7. The Mediator will assist the Parties in recording the outcome of the mediation.

10 Termination

10.1 The mediation will terminate when:

- (a) a Party withdraws from the mediation;
- (b) a written settlement agreement is concluded;
- (c) the Mediator decides that continuing the mediation is unlikely to result in a settlement;
or
- (d) the Mediator decides he should retire for any of the reasons in CEDR's code of conduct.

11 Stay of Proceedings

11.1 Any arbitration in relation to the dispute may be commenced or continued notwithstanding the mediation unless the Parties agree otherwise or a court so orders.

12 Confidentiality

12.1 Every person involved in the mediation and/or binding arbitration will keep confidential and not use for any collateral or ulterior purpose:

- (a) information that the mediation and/or binding arbitration is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that information; and
- (b) all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation and/or binding arbitration including the fact of any settlement and its terms.

12.2 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation and/or binding arbitration will be without prejudice,

privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosable in any such proceedings.

12.3 Paragraphs 12.1 and 12.2 will not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation and/or binding arbitration.

12.4 None of the Parties to the mediation will call the Mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever. The Mediator and CEDR will not voluntarily act in any such capacity without the written agreement of all the Parties.

13 Mediator's fees and expenses

13.1 CEDR's fees (which include the Mediator's fees) and the other expenses of the mediation will be borne equally by the Parties. Payment of these fees and expenses will be made to CEDR in accordance with its fee Schedule and terms and conditions of business.

13.2 Each Party will bear its own costs and expenses of its participation in the mediation.

14 Exclusion of Liability

14.1 Neither the Mediator nor CEDR will be liable to the parties for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

15 Expert Determination

15.1 If the dispute requires expert determination or the dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other technical nature as the parties agree and the dispute has not been resolved using the Escalation Process or mediation pursuant to Paragraph 4, then either Party may request, by written notice to the other, that the dispute is referred to an Expert for determination.

15.2 The Expert will be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert will be appointed on the instructions of the President of the Law Society or any other association that the Parties reasonably understand to have replaced it.

15.3 The Expert will act on the following basis:

- (a) he/she will act as an expert and not as an arbitrator and will act fairly and impartially;
- (b) the Expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- (c) the Expert will decide the procedure to be followed in the determination and will be requested to make his/her determination within thirty (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;
- (d) any amount payable by one Party to another as a result of the Expert's determination will be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- (e) the process will be conducted in private and will be confidential; and
- (f) the Expert will determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

16 Binding Arbitration

16.1 In the event that all other dispute resolution methods fail, the parties agree to submit to binding arbitration pursuant to this Paragraph 16.

16.2 The Chartered Institute of Arbitrators in London will be appointed to provide binding arbitration services. If for any reason the Chartered Institute of Arbitrators is or becomes unavailable, the London Court of International Arbitration will be appointed in its place. The Parties hereby agree to be bound by the rules of the body appointed under this Paragraph 16.2, and that the governing law for the arbitration shall be that of England and Wales.

16.3 The arbitration shall be heard in English by a single arbitrator unless the rules or recommendations of the body appointed under Paragraph 16.2 require or recommend otherwise.

16.4 The Parties hereby agree to be bound by the decision(s) of this binding arbitration process.

17 Equitable Relief

17.1 Nothing in this Schedule will prevent either Party from seeking equitable relief at any time.

18 Sub-Contractors

18.1 The Concessionaire will use best endeavours to ensure that any Sub-Contractor involved in Services which are the subject of a dispute will, at the request of either Party, provide any assistance required in order to resolve the relevant dispute, including the provision of any information, data or documentation and the attendance at any meetings or hearings.

18.2 The Grantor will not be responsible for any costs incurred by any Sub-Contractor participating in the resolution of any dispute.

19 Dispute Resolution Timetable

19.1 Disputes will be escalated in accordance with the following timetable:

Stage	Standard Dispute Timetable	Expedited Dispute Timetable
Time permitted for resolution of dispute by commercial negotiations pursuant to Paragraph 0 of this Schedule from the date of the Notice of Dispute.	one Month	ten (10) Working Days
Period of time in which dispute is to be referred to mediation in accordance with Paragraph 3.4.	ten (10) Working Days	five (5) Working Days

Time permitted in Paragraph 4.2 to agree the appointment of the Mediator.	ten (10) Working Days	five (5) Working Days
Period of time in which Mediator may convene the mediation meeting from the date of appointment in accordance with Paragraph 8.1.	thirty (30) Working Days	twenty (20) Working Days
Maximum duration of mediation meeting in accordance with Paragraph 8.5.	three (3) Working Days	one (1) Working Day
Period of time in which the mediation settlement is to be recorded in writing and signed by the parties in accordance with Paragraph 9.1.	ten (10) Working Days	five (5) Working Days

SCHEDULE 15 – EXIT MANAGEMENT

1 Definitions

1.1 For the purposes of this Schedule 15, 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 15.
“Business Process Manual”	a manual setting out a detailed definition of all the business processes that will be supported by the Services.
“Emergency Exit”	<p>any termination of this Contract which is a:</p> <p>(i) termination of the whole or part of this Contract in accordance with Clause 37 (Termination on Insolvency and Change of Control) or Clause 38 (Termination on Default), except where the period of notice given under that clause is greater than or equal to three (3) Months;</p> <p>(ii) 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 37 (Termination on Insolvency and Change of Control) or Clause 38 (Termination on Default); or</p> <p>(iii) wrongful termination or repudiation of this Contract by either Party.</p>
“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 15 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 15.
“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: (i) pursuant to Clause 37 (Termination on Insolvency and Change of Control) or Clause 38 (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; or (ii) 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 6.8 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 6.9 of this Schedule.
“Termination Services”	means any Services, activities and Deliverables to be performed by the Concessionaire pursuant to the provisions of Schedule 15 (Exit Management), including (without limitation) pursuant to the Exit Plan, the Termination Assistance Notice and all those required under Paragraph 4 (Obligations to Assist on Re-Tendering of Services).

“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.

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;
- (b) maintain a register and supporting technical documentation detailing the technical infrastructure, processes, tools and software through which the Concessionaire provides the Services. This should be of sufficient detail to permit the Grantor and/or Replacement Concessionaire to understand how the Concessionaire provides 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 in such format 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 are added to or removed from the Services.

- 3.3 Copies of the Registers, in a format to be agreed with the Grantor, shall 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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 Gazettes Services, The Gazette Digital Service, The Gazette Platform, and The Gazette Business;
- (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) a copy of the Registers, updated by the Concessionaire up to the date of delivery of such Registers;
- (g) financial information provided under the Contract in the formats specified by the Grantor within one (1) Month of the formal request;
- (h) any other related information (e.g. volumes and publishing process information) provided under the Contract in the formats specified by the Grantor within one (1) Month of the formal request;

- (i) details and information relating to standing order and subscription customers and services and products purchased by them;
- (j) details and information relating to Advertisers, users and customers;
- (k) an updated list of Mandatory Requirements to Advertise as stipulated in Schedule 6 (Requirements to Advertise);
- (l) the approved version of the Business Process Manual;
- (m) the approved version of the Business Rules;
- (n) all information relating to Transferring Employees required to be provided by the Concessionaire under this Contract including without limitation in accordance with Schedule 17 (Staff Transfer); and
- (o) any other information to facilitate the re-tendering of services (including the Services) in formats specified by the Grantor within one (1) Month of the formal request.

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 shall 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 shall 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 13 (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; and
- (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.

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 5 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

General

- 6.1 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.
- 6.2 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 6.3.
- 6.3 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.

- 6.4 At the Grantor's request and on reasonable notice, the Concessionaire will deliver up-to-date Registers to the Grantor.
- 6.5 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.
- 6.6 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.
- 6.7 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).

Notification of Requirements for Termination Services

- 6.8 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).
- 6.9 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.

Termination Obligations

- 6.10 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 an up to date Business Process Manual. The Grantor shall have final approval of the Business Process Manual. Should the Grantor be seeking a Replacement Concessionaire, the approved version of the Business Process Manual must be provided prior to the commencement of the re-tendering process.
- 6.11 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.

6.12 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.

Scope of the Termination Services

6.13 The Termination Services to be provided by the Concessionaire shall include (without limitation) such of the following services as the Grantor may specify:

- (a) providing the approved version of the Business Process Manual;
- (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 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 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 8 (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) the provision of an information pack listing and describing the Services for use by the Grantor in the procurement of the replacement services;
- (aa) answering all reasonable questions from the Grantor and/or its Replacement Concessionaire regarding the Services;
- (bb) 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;
- (cc) 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.

Disputes Relating to Termination Services

- 6.14 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 17 (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 16 – 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:

KEY ROLE	Name of KEY Personnel	Responsibilities/ Authorities	Phase of the project during which they will be a MEMBER OF Key Personnel	MINIMUM PERIOD in Key Role
Business and Operations Director	[redacted]	Responsible for the development and delivery of The Gazette Services and The Gazette Business.	Contract Term	Contract Term
Digital Product Development Manager	[redacted]	Responsible for developing new and improved products and services for The Gazette Business.	Contract Term	Contract Term

Product Owner and Publishing Manager	[redacted]	Responsible for the co-ordination of the ongoing development and enhancement of the Services and managing the publishing aspects of the contract.	Contract Term	Contract Term
Operations Manager	[redacted]	Responsible for service delivery and managing the operational aspects of the contract.	Contract Term	Contract Term
Digital Marketing Manager	[redacted]	Responsible for the development and oversight of all marketing activities relating to The Gazette Business.	Contract Term	Contract Term
Research Manager	[redacted]	Responsible for the marketing research activities to identify new product and service opportunities, support product launches, and understanding the policy drivers and legislation underpinning The Gazette Services.	Contract Term	Contract Term
Content Development Manager	[redacted]	Responsible for sourcing web content that supports The Gazette Proposition and The Gazette Business, helping to raise awareness of The Gazette to existing and potential customers.	Contract Term	Contract Term

2 Key Sub-Contractors

- 2.1 In accordance with Clause 52.1, the Concessionaire is entitled to Sub-Contract its obligations under this Contract only where it has received the Grantor's prior Approval. The Grantor has given its prior Approval to the appointment of the key Sub-

Contractors listed in the table below:

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Contractor Number	Related Product/Service Description	Key role in delivery of the Services
[redacted]	[redacted]	Newspaper adverts	Fulfilment of newspaper adverts for Deceased Estates web form users
[redacted]	[redacted]	PayPage services for online shop	Fulfilment of payment online
[redacted]	[redacted]	Newsstand App	Providers of PugPig licence in order to publish the daily Newsstand App.
[redacted]	[redacted]	PDF creation tool	Providers of the software to create the various daily PDF outputs
[redacted]	[redacted]	Usability experts	Research and design input in developing the key services
[redacted]	[redacted]	Cloud-based Triplestore solution	Providers of Virtuoso – Triplestore solution
[redacted]	[redacted]	Cloud hosting	Cloud service provider
[redacted]	[redacted]	Indexing	Service Delivery
[redacted]	[redacted]	Market Research Agency	Research input in developing the key services
[redacted]	[redacted]	Market Research Agency	Research input in developing the key services
[redacted]	[redacted]	Remote website monitoring	Monitors the uptime and

			performance of Web applications and Internet services
<i>[redacted]</i>	<i>[redacted]</i>	Providers of development and collaboration tools.* *subject to Grantor's approval	Use Jira, Confluence and Bitbucket. * *subject to Grantor's approval
<i>[redacted]</i>	<i>[redacted]</i>	Provider of financial services required to deliver 'order to cash' services.	Approval of credit accounts, setting up accounts and closing accounts for customers with a £1,000 credit limit
<i>[redacted]</i>	<i>[redacted]</i>	Marketing service application for use by the Concessionaire's internal staff. * *subject to Grantor's approval	Providers of interoperable marketing services solutions (CRM, marketing hub, sales hub, service hub) that are Cloud based. * *subject to Grantor's approval

SCHEDULE 17 - STAFF TRANSFER

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Former Concessionaire”	means a Concessionaire supplying services to the Grantor before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Concessionaire (or any sub-contractor of any such sub-contractor);
“Notified Sub-contractor”	means a Sub-contractor identified in the Annex to this Schedule to whom Transferring Grantor Employees and/or Transferring Former Concessionaire Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-contractor”	means 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”	means 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”	means 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”	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
“Staffing Information”	<p>in relation to all persons identified on the Concessionaire's Provisional Concessionaire Personnel List or Concessionaire's Final Concessionaire Personnel List, as the case may be, such information as the Grantor may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self employed contractors or consultants, agency

- workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Concessionaire's Final Concessionaire Personnel List"	means a list provided by the Concessionaire of all Concessionaire Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
"Concessionaire's Provisional Concessionaire Personnel List"	means a list prepared and updated by the Concessionaire of all Concessionaire 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;
"Transferring Grantor Employees"	means those employees of the Grantor to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Concessionaire Employees"	means, 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”**

means 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 shall procure that each of its Sub-contractors shall comply with such obligation and the Concessionaire will provide such indemnity, undertaking or warranty to the Grantor, Former Concessionaire, Replacement Concessionaire or Replacement Sub-contractor, as the case maybe.
- 2.2 For the avoidance of doubt where there is a conflict between the obligations and requirements contained in this Schedule with the Employment Regulations, the Employment Regulations shall instead apply and take precedence.

PART A: TRANSFERRING GRANTOR EMPLOYEES AT COMMENCEMENT OF SERVICES

NOT USED

**PART B: TRANSFERRING FORMER CONCESSIONAIRE EMPLOYEES AT
COMMENCEMENT OF SERVICES**

NOT USED

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Grantor and the Concessionaire agree that it is the intention of Parties that the commencement of the provision of the Services or of any part of the Services will not 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 or the Acquired Rights Directive then:

- (a) the Concessionaire shall, and shall procure that the relevant Sub-contractor shall, 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
- (b) 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(b) is accepted (or if the situation has otherwise been resolved by the Grantor and/or the Former Concessionaire), the Concessionaire shall, or shall procure that the Sub-contractor shall, 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(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) 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 shall:
- (a) 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 shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - (b) 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 shall 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 shall be treated as having transferred to the Concessionaire and/or the Sub-contractor (as appropriate) and the Concessionaire shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- 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 shall remain with the Concessionaire and/or the Sub-contractor and the Concessionaire shall indemnify the Grantor and any Former Concessionaire, and shall procure that the Sub-contractor shall 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:
- (a) shall not apply to:
 - (i) any claim for:
 - (A) 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

- (B) 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 in the Concessionaire and/or any Sub-contractor, or
 - (ii) 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
- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Concessionaire and/or any Sub-contractor to the Grantor and, if applicable, Former Concessionaire within 6 months of the Effective 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 shall 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.

PART D: PENSIONS

NOT USED

PART E: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Concessionaire agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Grantor of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Grantor at any time (provided that the Grantor shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation the Concessionaire's Provisional Concessionaire Personnel List, together with the Staffing Information in relation to the Concessionaire's Provisional Concessionaire Personnel List and it shall provide an updated Concessionaire's Provisional Concessionaire Personnel List at such intervals as are reasonably requested by the Grantor.

1.2 At least 28 Working Days prior to the Service Transfer Date, the Concessionaire shall provide to the Grantor or at the direction of the Grantor to any Replacement Concessionaire and/or any Replacement Sub-contractor:

- (a) the Concessionaire's Final Concessionaire Personnel List, which shall identify which of the Concessionaire Personnel are Transferring Concessionaire Employees; and
- (b) 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 shall 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 in accordance with applicable Data Protection Legislation.

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 shall 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(a), 1.1(b) and 1.1(c), the Concessionaire agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Concessionaire's Provisional Concessionaire Personnel List and shall not without the approval of the Grantor (not to be unreasonably withheld or delayed):

- (a) 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 he/she replaces;
- (b) 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);
- (c) 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;
- (d) 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;
- (e) 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
- (f) 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 shall promptly notify, and procure that each Sub-contractor shall 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 shall provide, and shall procure that each Sub-contractor shall provide, to the Grantor any information the Grantor may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;

- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) 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 9 (Staff Transfer)(as appropriate); and
- (d) a description of the nature of the work undertaken by each employee by location.

1.7 The Concessionaire shall provide, and shall procure that each Sub-contractor shall 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 shall provide, and shall procure that each Sub- contractor shall 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:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

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 Agreement 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 Concessionaire of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights

Directive 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(2) 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 shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Concessionaire Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub- contractor shall perform and discharge, all its obligations in respect of all the Transferring Concessionaire Employees arising in respect of the period up to (and including) 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 Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Concessionaire and/or the Sub-contractor (as appropriate); and (ii) the Replacement Concessionaire and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Concessionaire shall 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:
- (a) 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;
 - (b) the breach or non-observance by the Concessionaire or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Concessionaire Employees; and/or
 - (ii) 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;

- (c) 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 on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Grantor in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Concessionaire Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Grantor relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) 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 Grantor relates to financial obligations arising on or before the Service Transfer Date;
- (e) 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 (and including) the Service Transfer Date);
- (f) 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 Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) 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 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Grantor or 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:

- (a) 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
- (b) 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 or the Acquired Rights Directive, then:

- (a) the Grantor shall procure that the Replacement Concessionaire shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Concessionaire; and
- (b) 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 shall procure that the Replacement Concessionaire shall, or procure that the Replacement Sub-contractor shall, 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(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Grantor shall 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 shall 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 shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

(A) 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

(B) 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 Replacement Concessionaire and/or Replacement Sub-contractor, or

(ii) 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

(b) shall apply only where the notification referred to in Paragraph 2.5(a) 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 shall be treated as a Transferring Concessionaire Employee.

2.11 The Concessionaire shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each

Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Concessionaire's Final Concessionaire Personnel list before and on 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 such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Concessionaire and/or any Sub-contractor; and
- (b) the Replacement Concessionaire and/or the Replacement Sub-contractor.

2.12 The Concessionaire shall, and shall procure that each Sub-contractor shall, 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 shall procure that the Replacement Concessionaire and/or Replacement Sub-contractor, shall 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.

2.13 Subject to Paragraph 2.14, the Grantor shall indemnify the Concessionaire against any Employee Liabilities that may arise as a result of any claims brought against the Concessionaire by any person where such claim arises from any acts or omissions of the Grantor and also shall procure that the Replacement Concessionaire indemnifies the Concessionaire on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) 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 ;
- (b) the breach or non-observance by the Replacement Concessionaire and/or Replacement Sub-contractor on or after the Service Transfer Date of:

- (i) any collective agreement applicable to the Transferring Concessionaire Employees identified in the Concessionaire's Final Concessionaire Personnel List; and/or
 - (ii) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) any proceeding, claim or demand by HMRC or other statutory Grantor in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) 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 Grantor relates to financial obligations arising after the Service Transfer Date; and

- (ii) 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 Grantor relates to financial obligations arising after the Service Transfer Date;
 - (g) 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
 - (h) 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.
- 2.14 The indemnities in Paragraph 2.13 shall 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.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Contractor Number	Related Product/Service Description	Key role in delivery of the Services
<i>[redacted]</i>	<i>[redacted]</i>	Indexing	Service Delivery

SCHEDULE 18 – COMMERCIALLY SENSITIVE INFORMATION

1 Introduction

- 1.1 Without prejudice to the Grantor's general obligation of confidentiality, notwithstanding the content of this Schedule, the Concessionaire acknowledges and agrees that the Grantor may have to disclose Information in, or relating to, this Contract, following a Request for Information pursuant to Clause 30 (Transparency and Freedom of Information) of this Contract.
- 1.2 The Concessionaire shall be obliged to provide such information as detailed in Schedule 15 (Exit Management) and Schedule 17 (Staff Transfer).
- 1.3 In this Schedule the Parties have sought to identify the Concessionaire's Confidential Information that is genuinely commercially sensitive and the disclosure of which would not be in the public interest.
- 1.4 Where possible, the Parties have sought to identify where any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.5 Without prejudice to the Grantor's obligation to disclose Information in accordance with FOIA, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in Section 43 of the FOIA to the following overleaf:

Commercially Sensitive Information	Suggested Duration from Contract Date
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[contents of table redacted]

SCHEDULE 19 – INSURANCE REQUIREMENTS

1 Definitions

- 1.1 For the purposes of this Schedule 19, the following terms will have the meanings referred to below:

“Joint Insured” one of the insured in a type of insurance policy covering more than one insured.

“Required Insurances” the policies of insurance listed at Paragraph 2.9 of this Schedule 19 (Insurance Requirements).

2 Insurance Covenants

- 2.1 The Concessionaire:

- (a) will maintain the Required Insurances in full force and effect at all times from the Contract Date until the date which is six (6) years following the end of the Term;
- (b) will not cancel the Required Insurances or make any material change thereto without the express written consent of the Grantor; and
- (c) may change the insurers with whom the Required Insurances are held on an annual basis, upon notice to the Grantor at least ten (10) Working Days prior to any such change. In the event that such a change results in revisions to the terms or cover, Approval will be required before the change can be implemented.

- 2.2 The Required Insurances will be maintained on terms that are as favourable to those generally available to a prudent Concessionaire in respect of risks insured in the international insurance market.

- 2.3 The Required Insurances will be maintained with a reputable insurance company.

- 2.4 The Concessionaire will ensure, at no cost to the Grantor, in respect of each of the public liability and employer's liability Required Insurances that each such Required Insurance will contain an indemnity to principal clause which will be sufficient to indemnify the Grantor, to the extent of the Grantor's insurable interest.

- 2.5 The Concessionaire will ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Concessionaire will use

reasonable endeavours to notify the Grantor (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any Insurance in whole or in part.

- 2.6 The Grantor may purchase (if possible) any of the Required Insurances which the Concessionaire has failed to maintain in full force and effect pursuant to this Contract. The Grantor may recover the premium and other costs incurred in doing so as a debt due from the Concessionaire.
- ~~2.7~~ On request from the Grantor, the Concessionaire will, not more than ten (10) Working Days after the Contract Date, and within fifteen (15) Working Days after the renewal of every Required Insurance, forward a letter from its insurance brokers who arranged the Required Insurances containing at least the information set out in Paragraph 2.9 to this Schedule. The Concessionaire will confirm in each covering letter that the maximum deductible in respect of any of its insurance policies is no greater than 10% (ten per cent) of the sum insured under that policy. (Where the maximum deductible value varies between Required Insurances, these values should be added in a separate column to the table at Paragraph 2.9 below).
- 2.8 The Grantor may from time to time submit a request in writing to the Concessionaire, demanding evidence of the existence of all Insurances, copies of all relevant policy terms, and evidence of the timely payment of premiums (including confirmation in the form of a broker's letter including contents as at Paragraph 2.9), including a summary of the Insurances, and the Concessionaire will provide all such evidence within five (5) Working Days of such written request.
- 2.9 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 Contracts	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 20 – BUSINESS CONTINUITY AND DISASTER RECOVERY

1 Definitions

1.1 For the purposes of this Schedule 20, 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 Gazette Services, or a material part will be unavailable for a period of one (1) week or which is reasonably anticipated will mean that The Gazette Services or a material part thereof will be unavailable for that period.
“Disaster Recovery”	the process of restoration of The Gazette 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 20.
“Disaster Recovery System”	the system identified by the Concessionaire in the BCDR Plan (Appendix 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 business processes and operations supported by The Gazette Services in circumstances of The Gazette Services disruption or failure and for restoring The Gazette 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 Gazette Services. The Concessionaire’s initial BCDR Plan is included as Appendix 1 of this Schedule 20.

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 Gazette Services following any failure or disruption of any element of the Services and the recovery of The Gazette 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 Paragraph 4.

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

PART A – GENERAL PRINCIPLES AND REQUIREMENTS

4 Principles and Contents

4.1 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, phone and fax) 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.

4.2 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.

4.3 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.

4.4 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

5 Principles and Contents

- 5.1 The Business Continuity Plan will set out the arrangements that are to be invoked to ensure that The Gazette Services and business processes and operations remain supported and to ensure continuity of The Gazette 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 Gazette Services; and
 - (b) the steps to be taken by the Concessionaire upon resumption of The Gazette Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 5.2 The Business Continuity Plan will address the various possible levels of failures of or disruptions to The Gazette Services 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

6 Principles and Contents

- 6.1 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 Gazette Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Disaster Recovery Plan will only be invoked upon the occurrence of a Disaster.
- 6.3 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 Gazette 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 8 (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.

7 Review and Amendment of the BCDR Plan

- 7.1 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;
 - (b) within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9 of this Schedule 20, Part C; and
 - (c) where the Grantor requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) and 7.1(b) of this Schedule 20, 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. The costs of both Parties for any such additional reviews will be met by the Grantor.
- 7.2 Each review pursuant to Paragraph 7.1 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 Gazette Services or any underlying business processes and operations facilitated by or supported by The Gazette 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 Gazette 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.
- 7.3 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.

8 Testing of the BCDR Plan

- 8.1 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 8.2, 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 Gazette 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.
- 8.2 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.

- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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 20 or otherwise.

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

9 Invocation of the BCDR Plan

- 9.1 In the event of a complete loss of The Gazette 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.

Appendix 1: Appendix 1: The Concessionaire's BCDR Plan

[text redacted]

SCHEDULE 21 – FINANCIAL DISTRESS

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Credit Rating Level” a credit rating level as specified in Appendix 2;

“Credit Rating Threshold” the minimum Credit Rating Level for the Concessionaire and the Guarantor as set out in Appendix 3 and for each Key Sub-contractor; and

“Rating Agencies” the rating agencies listed in Appendix 1.

2 CREDIT RATING 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 the long term credit ratings issued for the Concessionaire by each of the Rating Agencies are as set out in Appendix 3.

2.2 The Concessionaire shall promptly notify (or shall procure that its auditors promptly notify) the Grantor in writing if there is any downgrade in the credit rating below the levels indicated in Appendix 3 of this Schedule, issued by any Rating Agency for the Concessionaire (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 If there is any downgrade credit rating below the levels indicated in Appendix 3 of this Schedule, issued by any Rating Agency for the Concessionaire, the Concessionaire shall ensure that the Concessionaire’s auditors thereafter provide the Grantor within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Grantor (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Concessionaire as the case may be as at the end of each Contract Year or such other date as may be requested by the Grantor. For these purposes the “quick ratio” on any date means:

$$\frac{A + B + C}{D}$$

where:

A is the value at the relevant date of all cash in hand and at the bank of

- the Concessionaire;
- B is the value of all marketable securities held by the Concessionaire determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Concessionaire; and
- D is the value at the relevant date of the current liabilities of the Concessionaire.

2.4 The Concessionaire shall:

- (a) regularly monitor the credit ratings of the Concessionaire and each Key Sub-contractor with the Rating Agencies; and
- (b) promptly notify (or shall procure that its auditors promptly notify) the Grantor in writing following the occurrence of a Financial Distress Event or Key Sub-contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Concessionaire first becomes aware of the Financial Distress Event, the Key Sub-contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event).

- 2.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraph 3.1(a), the credit rating of the Concessionaire or relevant Key Sub-contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Concessionaire or relevant Key Sub-contractor (as the case may be) at or below the applicable Credit Rating Level.

3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

3.1 In the event of:

- (a) the credit rating of the Concessionaire or any Key Sub-contractor dropping below the applicable Credit Rating Threshold;
- (b) the Concessionaire or any Key Sub-contractor 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;

- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Concessionaire or any Key Sub-contractor;
- (d) the Concessionaire or any Key Sub-contractor committing a material breach of covenant to its lenders;
- (e) 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; or
- (f) any of the following:
 - (i) commencement of any litigation against the Concessionaire or any Key Sub-contractor with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (ii) non-payment by the Concessionaire or any Key Sub-contractor of any financial indebtedness;
 - (iii) any financial indebtedness of the Concessionaire or any Key Sub-contractor becoming due as a result of an event of default; or
 - (iv) the cancellation or suspension of any financial indebtedness in respect of the Concessionaire or any Key Sub-contractor,

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 Agreement;

then, immediately upon notification of the Financial Distress Event (or if the Grantor becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Concessionaire), the Concessionaire shall have the obligations and the Grantor shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.

- 3.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1(e), the Grantor shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Concessionaire 10 Working Days to:

- (a) rectify such late or non-payment; or
 - (b) demonstrate to the Grantor's reasonable satisfaction that there is a valid reason for late or non-payment.
- 3.3 The Concessionaire shall (and shall procure that the Guarantor and/or any relevant Key Sub-contractor shall):
- (a) 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 Agreement; and
 - (b) where the Grantor reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
 - (i) submit to the Grantor for its approval, a draft Financial Distress Service Continuity 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
 - (ii) provide such financial information relating to the Concessionaire or the Guarantor as the Grantor may reasonably require.
- 3.4 The Grantor shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Grantor does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Concessionaire of its reasons and the Concessionaire shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Grantor within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Grantor or referred to the Dispute Resolution Procedure under Paragraph 3.5.

- 3.5 If the Grantor considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Concessionaire's obligations in accordance with the Agreement, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following approval of the Financial Distress Service Continuity Plan by the Grantor, the Concessionaire shall:
- (a) on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Agreement;
 - (b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6(a), submit an updated Financial Distress Service Continuity Plan to the Grantor for its approval, and the provisions of Paragraphs 3.4 and 3.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Concessionaire reasonably believes that the relevant Financial Distress Event under Paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Grantor and the Parties may agree that the Concessionaire shall be relieved of its obligations under Paragraph 3.6.

4 TERMINATION RIGHTS

- 4.1 The Grantor shall be entitled to terminate this Contract under Clause 39.2(b) if:
- (a) the Concessionaire fails to notify the Grantor of a Financial Distress Event in accordance with Paragraph 2.4(b);

- (b) the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or
- (c) the Concessionaire fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6(c).

5 PRIMACY OF CREDIT RATINGS

- 5.1 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(b) to 3.1(f), the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - (a) the Concessionaire shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
 - (b) the Grantor shall not be entitled to require the Concessionaire to provide financial information in accordance with Paragraph 3.3(b)(ii).

APPENDIX 1: RATING AGENCIES

- Experian
- Creditsafe

APPENDIX 2: CREDIT RATING LEVELS

- Credit Rating Level 1
 - Experian Excellent (961 – 999)
 - Creditsafe Green
- Credit Rating Level 2
 - Experian Good (881 – 960)
 - Creditsafe Amber
- Credit Rating Level 3
 - Experian Fair (721 – 880)
 - Creditsafe Red

APPENDIX 3: CREDIT RATINGS AND CREDIT RATING THRESHOLDS

	Credit rating (long term)	Credit Rating Threshold
Concessionaire	85/100	Very low risk

Schedule 22 – Processing, Personal Data and Data Subjects

1. Introduction

- 1.1. The Concessionaire shall 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 shall 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 shall 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 shall 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 shall 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 shall comply with any further written instructions with respect to processing by the Grantor.
- 1.7. Any such further instructions shall 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 archived 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, fax 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 archived 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	<p>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.</p> <p>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 10 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.</p> <p>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.</p> <p>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</p>

	required.
Nature and purposes of the processing	<p>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.</p> <p>Any personal data submitted by Advertisers via post, email, or fax 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.</p> <p>The Concessionaire may scan faxed or posted orders to the shared mailbox and destroy the original</p>
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 Gazette Services to a new concessionaire, if required.
Description	Details
Subject matter of the processing	Details of users of The Gazette website and mobile app
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 Gazette 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	<p>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.</p> <p>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.</p>
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
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 archived 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 archived and made permanently available on The Gazette website.
Description	Details
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 brought 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 Gazette Services to a new

	concessionaire, if required.
Nature and purposes of the processing	The purpose of this processing is to provide access to Gazette 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 Gazette Services to a new concessionaire, if required.
Type of Personal Data	Name, telephone number, email, fax, 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 brought 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 of The Gazette Services to a new concessionaire, if required.