

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

- and -

THE STATIONERY OFFICE LIMITED

AGREEMENT

relating to

**THE CONCESSION AGREEMENT FOR THE OPERATION OF
LEGISLATION PUBLISHING SERVICES**

© Crown copyright 2023

This information is licensed under the Open Government Licence v3.0. To view this licence, visit <https://www.nationalarchives.gov.uk/doc/open-government-licence/>.

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

CONTENTS

1	DEFINITIONS.....	13
2	INTERPRETATION	13
3	DURATION OF AGREEMENT.....	14
4	SCOPE.....	14
5	PAYMENT PROVISIONS.....	15
6	CONCESSIONAIRE'S STATUS	16
7	AGREEMENT MANAGEMENT.....	16
8	CONCESSIONAIRE'S STAFF	16
9	GRANTOR'S OBLIGATIONS.....	19
10	THE SERVICES	19
11	SERVICE LEVELS	19
12	PROVISION OF SERVICES	20
13	CONTROL OF AGREEMENT STANDARD	20
14	INTERRUPTION OF SERVICE	21
15	DUE DILIGENCE (GENERAL).....	21
16	CONFLICTS OF INTEREST	22
17	COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES	22
18	PREVENTION OF FRAUD AND BRIBERY	24
19	DISCRIMINATION.....	25
20	WARRANTIES AND REPRESENTATIONS.....	26
21	ENVIRONMENTAL REQUIREMENTS.....	28
22	HEALTH AND SAFETY	29
23	DATA PROTECTION	29
24	OFFICIAL SECRETS ACTS 1911 TO 1989, S182 OF THE FINANCE ACT 1989.....	33
25	CONFIDENTIAL INFORMATION	34

26	TRANSPARENCY AND FREEDOM OF INFORMATION	37
27	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES	40
28	AUDIT	40
29	CROWN-OWNED RIGHTS	42
30	INTELLECTUAL PROPERTY RIGHTS.....	43
31	LIABILITY	44
32	INSURANCE	45
33	TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL.....	46
34	TERMINATION ON DEFAULT	47
35	TERMINATION (OTHER)	48
36	CONSEQUENCES OF EXPIRY OR TERMINATION	49
37	STEP-IN RIGHTS	50
38	DISRUPTION	52
39	RECOVERY UPON TERMINATION	53
40	RESOLUTION OF ISSUES	53
41	NOTIFICATIONS	54
42	MISTAKES IN INFORMATION	56
43	RECOVERY OF SUMS DUE	56
44	THE AGREEMENTS (RIGHTS OF THIRD PARTIES) ACT 1999	56
45	SECURITY REQUIREMENTS.....	56
46	BUSINESS CONTINUITY AND DISASTER RECOVERY	56
47	TRANSFER AND SUB-CONTRACTING	57
48	WAIVER	58
49	VARIATION AND CHANGE CONTROL.....	59
50	SEVERABILITY	59
51	REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE	59
52	REMEDIES CUMULATIVE	61
53	MONITORING OF AGREEMENT PERFORMANCE.....	61

54	ENTIRE AGREEMENT	61
55	COUNTERPARTS	61
56	DISPUTE RESOLUTION	62
57	EXIT MANAGEMENT	62
58	FORCE MAJEURE.....	62
59	GOVERNING LAW AND JURISDICTION	63
	SCHEDULE 1 – DEFINITIONS	65
1	DEFINITIONS.....	65
	SCHEDULE 2: SERVICES SPECIFICATION	86
1	DEFINITIONS.....	86
	“CROWN LEGISLATION MARKUP LANGUAGE (CLML)”	86
2	PUBLISHING SERVICES REQUIRED UNDER THIS CONCESSIONARY CONTRACT	87
3	VALIDATION SERVICES.....	89
4	USER SUPPORT	90
5	TRAINING	92
6	ENSURING VALID CLML IS PRODUCED POST SUBMISSION	92
7	QUALITY ASSURANCE POST PUBLISHING	93
8	EXPLANATORY NOTES	94
9	PROVIDING A TYPESETTING SERVICE	94
10	AUDIT TRAIL	95
11	DATA ENRICHMENT	95
12	PRODUCING PRINT AND WEB OPTIMISED PDFS	96
13	DELIVERING TO PUBLISHING TIMELINES	97
14	CORRECTIONS SERVICES POST PUBLISHING.....	99
15	PRODUCING AND SUPPLYING BIBLIOGRAPHIC INFORMATION ABOUT THE PUBLICATIONS.....	100
16	ISSUE LIST	101
17	HARDCOPY (PRINT) PUBLISHING	101
18	SALES, ORDER PROCESSING AND DISTRIBUTION	102

19	CUSTOMER SERVICE AND CUSTOMER COMPLAINTS.....	103
20	RECORD COPIES.....	104
21	BOUND VOLUMES	106
22	CHRONOLOGICAL TABLES.....	106
23	ACCESSIBILITY.....	107
24	PRINT ON DEMAND.....	107
25	WORKING IN COLLABORATION	108
26	DISCRETIONARY INVESTMENT.....	109
	SCHEDULE 2, ANNEX 1: OFFICIAL PUBLISHING PROCESSES.....	111
1	STATUTORY PUBLISHING PROCESSES	111
	SCHEDULE 2, ANNEX 2: THE LEGISLATION.GOV.UK PUBLISHING SYSTEM.....	115
1	OPERATING LEGISLATION PUBLISHING SERVICES USING THE LEGISLATION.GOV.UK PUBLISHING SYSTEM 115	
2	THE LEGISLATION.GOV.UK PLATFORM	115
3	THE LEGISLATION.GOV.UK PUBLISHING SYSTEM	116
4	PLATFORM TECHNOLOGY APPROACH OVERVIEW	117
	SCHEDULE 2, ANNEX 3: PRINT SPECIFICATIONS FOR INDIVIDUAL TITLE REQUIREMENTS	119
	SCHEDULE 3 – PERFORMANCE MANAGEMENT, ESCALATION SCENARIOS AND SERVICE LEVELS	151
	PART A – PERFORMANCE SCORES.....	151
1	PERFORMANCE SCORES FOR SERVICE DELIVERY.....	151
	PART B – PERFORMANCE MANAGEMENT	151
2	PRINCIPAL POINTS.....	151
3	REPORTING OF SERVICE FAILURES	152
4	PERFORMANCE MANAGEMENT AND PERFORMANCE REVIEW	158
5	SATISFACTION SURVEYS	158
6	PERFORMANCE RECORDS.....	159
	TABLE 1 – KPI MEASUREMENT METHODOLOGIES	160
	TABLE 2 – KPI SERVICE LEVELS.....	168
	PART C: ESCALATION SCENARIOS AND INCIDENT REPORT REQUIREMENTS	171

7	ESCALATION SCENARIOS AND INCIDENT REPORTING	171
	SCHEDULE 4 – GOVERNANCE	173
1	INTRODUCTION	173
2	ESTABLISHMENT OF THE BOARDS	173
3	THE STRATEGY BOARD	174
4	DELIVERY BOARD.....	175
	SCHEDULE 5: REPORTING.....	178
1	REPORTING TO THE DELIVERY BOARD	178
2	REPORTING FOR THE STRATEGY BOARD.....	188
3	OPEN BOOK ACCOUNTING AND REPORTING	189
4	INCIDENT REPORTING FOR SERVICE FAILURES.....	189
5	CONTRACT CHANGE SUMMARY INFORMATION	190
6	RECORDS	191
	SCHEDULE 5, ANNEX 1: RECORDS TO BE KEPT BY THE CONCESSIONAIRE	192
	SCHEDULE 6: FINANCIAL MATTERS	194
1	DEFINITIONS.....	194
	SCHEDULE 6.1 PAYMENT TO THE GRANTOR.....	196
1	INTRODUCTION	196
2	PAYMENT TO THE GRANTOR	196
3	VAT.....	196
4	OPEN BOOK ACCOUNTING AND REPORTING	196
	SCHEDULE 6.2 PUBLISHING CHARGES	198
1	INTRODUCTION TO PRICES	198
2	LEGISLATION PUBLISHING CHARGES	198
3	TRAINING SERVICE CHARGES.....	199
4	HARDCOPY PRINT CHARGES	200
5	GRANTOR INVOICES	200
6	PAYMENT TERMS	201

SCHEDULE 6.3 FINANCIAL DISTRESS	202
1 DEFINITIONS.....	202
2 CREDIT RATING AND DUTY TO NOTIFY	202
3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT	203
4 TERMINATION RIGHTS.....	206
5 PRIMACY OF CREDIT RATINGS.....	206
ANNEX 1: CREDIT RATING AGENCIES.....	208
ANNEX 2: CREDIT RATING LEVELS.....	209
ANNEX 3: CREDIT RATINGS AND CREDIT RATING THRESHOLDS.....	210
SCHEDULE 6.4 AUDIT RIGHTS	211
6 AUDIT RIGHTS	211
7 CONDUCT OF AUDITS.....	212
8 USE OF CONCESSIONAIRE’S INTERNAL AUDIT TEAM.....	213
9 RESPONSE TO AUDITS.....	213
SCHEDULE 7 POLICIES	215
1 GRANTOR POLICIES APPLICABLE TO THE CONCESSIONAIRE UNDER THE TERMS OF THIS AGREEMENT	215
SCHEDULE 8 – TRANSPARENCY AND INTELLECTUAL PROPERTY RIGHTS	216
1 GOVERNMENT TRANSPARENCY.....	216
2 INTELLECTUAL PROPERTY RIGHTS.....	216
3 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.....	220
SCHEDULE 9 – SECURITY MANAGEMENT	222
SCHEDULE 9, ANNEX 1: BASELINE SECURITY REQUIREMENTS	223
SCHEDULE 10 – CHANGE CONTROL PROCEDURE	223
1 DEFINITIONS.....	223
2 USE OF THE CHANGE CONTROL PROCEDURE	223
3 LOG OF CHANGE CONTROL AND AGREEMENT VARIATION	223
4 CHANGE CONTROL REQUESTED BY THE GRANTOR	223
5 CHANGES RECOMMENDED BY THE CONCESSIONAIRE	224

6	INFORMATION TO BE INCLUDED IN CHANGE REQUESTS AND CHANGE RECOMMENDATIONS	224
7	APPROVAL OF CHANGE CONTROL	225
8	IMPLEMENTATION OF APPROVED CHANGES WHICH IMPACT THE SERVICES	226
9	APPROVED CHANGES REQUIRING AN AGREEMENT VARIATION	226
10	CHANGE CONTROL NOTES	226
11	POST-IMPLEMENTATION REVIEW PROCESS.....	226
12	EMERGENCY CHANGE CONTROL PROCEDURE	227
	APPENDIX A - FORM OF CHANGE CONTROL NOTE	228
	SCHEDULE 11 – DISPUTE RESOLUTION	229
1	DEFINITIONS.....	229
2	INTRODUCTION	229
3	COMMERCIAL NEGOTIATIONS.....	231
4	MEDIATION	231
5	CEDR.....	232
6	PARTICIPANTS	233
7	EXCHANGE OF INFORMATION	233
8	THE MEDIATION	234
9	SETTLEMENT AGREEMENT.....	234
10	TERMINATION	234
11	STAY OF PROCEEDINGS	235
12	CONFIDENTIALITY	235
13	MEDIATOR’S FEES AND EXPENSES	235
14	EXCLUSION OF LIABILITY.....	236
15	EXPERT DETERMINATION	236
16	BINDING ARBITRATION	237
17	EQUITABLE RELIEF	237
18	SUB-CONTRACTORS.....	237
19	DISPUTE RESOLUTION TIMETABLE.....	238

SCHEDULE 12 - EXIT MANAGEMENT	240
1 DEFINITIONS.....	240
2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT	242
3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES	244
4 EXIT PLAN	246
5 FINALISATION OF THE EXIT PLAN.....	247
6 TERMINATION SERVICES.....	248
7 TERMINATION ASSISTANCE PERIOD	249
8 TERMINATION OBLIGATIONS	249
9 ASSETS, SUB-CONTRACTS AND SOFTWARE.....	251
10 CONCESSIONAIRE PERSONNEL	253
11 APPORTIONMENTS.....	254
SCHEDULE 12 ANNEX 1: SCOPE OF THE TERMINATION SERVICES	256
1 TERMINATION SERVICES.....	256
SCHEDULE 13 – KEY PERSONNEL AND SUB-CONTRACTORS	261
1 KEY PERSONNEL	261
2 KEY SUB-CONTRACTORS	262
SCHEDULE 14 - STAFF TRANSFER	264
1 DEFINITIONS.....	264
2 INTERPRETATION	266
3 PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES.....	267
PROCEDURE IN THE EVENT OF TRANSFER	267
4 INDEMNITIES.....	268
5 PROCUREMENT OBLIGATIONS	269
PART E: EMPLOYMENT EXIT PROVISIONS	270
1 PRE-SERVICE TRANSFER OBLIGATIONS	270
2 EMPLOYMENT REGULATIONS EXIT PROVISIONS	273
SCHEDULE 15 – COMMERCIAL SENSITIVE INFORMATION	282

1	INTRODUCTION	282
	SCHEDULE 16 – INSURANCE REQUIREMENTS	284
1	DEFINITIONS.....	284
2	INSURANCE COVENANTS	284
	SCHEDULE 17 – BUSINESS CONTINUITY AND DISASTER RECOVERY	287
1	DEFINITIONS.....	287
2	INTRODUCTION	287
3	DEVELOPMENT OF BCDR PLAN	288
	PART A – GENERAL PRINCIPLES AND REQUIREMENTS	288
4	PRINCIPLES AND CONTENTS	288
	PART B – BUSINESS CONTINUITY ELEMENT.....	290
5	PRINCIPLES AND CONTENTS	290
	PART C – DISASTER RECOVERY ELEMENT AND REVIEW, TESTING AND INVOCATION OF THE BCDR PLAN	291
6	PRINCIPLES AND CONTENTS	291
7	REVIEW AND AMENDMENT OF THE BCDR PLAN.....	292
8	TESTING OF THE BCDR PLAN.....	293
9	INVOCATION OF THE BCDR PLAN	295
	APPENDIX 1:	295
1	THE CONCESSIONAIRE’S BCDR PLAN.....	295
	SCHEDULE 18 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS	296
1	INTRODUCTION	296
2	DATA PROTECTION OFFICERS	296
3	PERSONAL DATA	296

THIS AGREEMENT is made on 08/06/2023

BETWEEN:

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

AND

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

(together the “**Parties**” and singularly, a “**Party**”)

WHEREAS

- A) On 08/06/2023 the Grantor awarded an Agreement for the concessionary provision of legislation publishing services (“**Legislation Publishing Services**”).
- (B) The Grantor and the Concessionaire acknowledge that the services to be provided under the terms of this Agreement are to be provided on a concessionary basis.

NOW IT IS AGREED AS FOLLOWS:

SECTION A: GENERAL PROVISIONS

1 Definitions

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

2 Interpretation

- 2.1 The interpretation and construction of this Agreement will be subject to the following provisions:

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

3 Duration of Agreement

- 3.1 This Agreement will take effect on 01 August 2023 and unless it is terminated by operation of Law, or in accordance with the provisions of the Agreement, 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 provide Legislation Publishing Services and the Grantor reserves all rights including without limitation:
 - 4.1.1 the right to publish itself in any Format the material comprised in UK legislation and Associated Documents (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 37 (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-Agreement 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 Agreement.

5 Payment Provisions

- 5.1 In consideration of the rights granted to the Concessionaire under this Agreement the Concessionaire agrees to pay the Grantor royalty payments and supplement charges as calculated in accordance with Schedule 6 (Financial Matters) and to perform all other obligations on the Concessionaire as set out in the Agreement.
- 5.2 Unless otherwise provided, each Party will bear its own costs and expenses incurred in respect of compliance with this Agreement.
- 5.3 If the Concessionaire fails to pay any undisputed Royalty, Supplement Charge, Platform Payment or Discretionary Investment payment properly invoiced under this Agreement, the Grantor will have the right to charge interest thereon at 6% (six per cent) above the then current Bank of England base rate from time to time, calculated from the date the payment was due until the date payment is actually made.
- 5.4 The Parties will comply with the provisions of Schedule 6.3 (Financial Distress) in relation to the assessment of the financial standing of the Concessionaire and the consequences of a change to that financial standing.
- 5.5 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Concessionaire will:
- (a) notify the Grantor in writing of such fact within 30 Working Days of becoming aware of its occurrence; and

- (b) promptly provide to the Grantor on request:
 - (i) details of the steps which the Concessionaire is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Grantor may reasonably require.

6 Concessionaire's Status

- 6.1 At all times during the Term the Concessionaire will be an independent Concessionaire and nothing in this Agreement will create an Agreement 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 Agreement, 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 Agreement Management

- 7.1 The Parties agree to govern this Agreement through the structures and processes detailed in Schedule 4 (Governance) and Schedule 5 (Reporting).

8 Concessionaire's Staff

- 8.1 All personnel deployed on the work relating to the Agreement 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 Agreement and in all respects be acceptable to the Grantor acting reasonably. Full particulars of all personnel to be so employed will be forwarded in advance to the Grantor for confirmation of acceptability.
- 8.2 If the Grantor reasonably believes that any of the Concessionaire Staff are unsuitable to undertake work in respect of this Agreement, it may direct the Concessionaire to end the involvement in the provision of the Services of the relevant person(s).
- 8.3 The Concessionaire will during the Term have sole responsibility for the wages, taxes, etc. payable to the Staff and hereby indemnifies the Grantor against any and all liabilities relating to their employment (including any liabilities under TUPE) except

to the extent of acts or omission of the Grantor or Replacement Concessionaire.

8.4 The Concessionaire will:

- (a) subject to Schedule 14 (Staff Transfer), retain overall control of the Concessionaire Staff at all times so that the Concessionaire Staff will not be deemed to be employees, agents or Contractors of the Grantor; and
- (b) be liable at all times for all acts or omissions of Concessionaire Staff, so that any act or omission of a member of any Concessionaire Staff which results in a Default under this Agreement will be a Default by the Concessionaire.

Key Personnel

8.5 The Concessionaire will ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 13 (Key Personnel and Sub-Contractors) lists the Key Roles and names of the persons who the Concessionaire will appoint to fill those Key Roles at the Effective Date.

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 will be included on the list of Key Personnel.

8.7 The Concessionaire will not unreasonably remove or replace any Key Personnel (including when carrying out Exit Management) unless:

- (a) requested to do so by the Grantor;
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
- (c) the person's employment or contractual arrangement with the Concessionaire or a Sub-Contractor is terminated for material breach of Agreement 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 will use reasonable endeavours to:

- (a) notify the Grantor promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Concessionaire will ensure appropriate temporary cover for that Key Role);
- (b) ensure that any Key Role is not vacant for any longer than 10 Working Days;

- (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment Agreement, 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 Agreement, the Concessionaire will:

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

Staff Transfer

8.10 The Parties acknowledge that the commencement, expiry and/or termination of this Agreement may constitute a relevant transfer for the purposes of TUPE. The provisions of Schedule 14 (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 Agreement are obligations of the Grantor in its capacity as a Contracting counterparty and nothing in this Agreement 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 Agreement (howsoever arising) on the part of the Grantor to the Concessionaire.

SECTION B: SERVICES

10 The Services

- 10.1 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.
- 10.2 If the Grantor informs the Concessionaire in writing that the Grantor reasonably believes that any part of the Services does not meet the Specifications or differs in any way from the Requirements, and this is other than as a result of a Default by the Grantor, the Concessionaire will at its own expense re-schedule and perform or re-perform those Services and/or the obligation in question in accordance with the Specifications and the Requirements within such additional time as may be specified by the Grantor. This will be without prejudice to the right of the Grantor to exercise those rights set down in Clauses 33 and 35 of this Agreement.

11 Service Levels

- 11.1 From the Commencement Date, the Concessionaire will at all times achieve or exceed the Service Levels in respect of the Services.
- 11.2 In addition to its obligations pursuant to Clause 11.1, the Concessionaire will perform the Services with promptness, diligence and in a professional manner, in accordance with the Law and Good Industry Practice.
- 11.3 The Concessionaire will at all times comply with the Quality Standards, and where applicable will maintain accreditation with the relevant Quality Standards authorisation body.
- 11.4 The Concessionaire acknowledges that its failure to comply with Clauses 11.2 and 11.3 may have a material adverse impact on the operations and/or reputation of the

Grantor. If the Concessionaire fails to comply with Clause 11.2 and/or 11.3 in respect of any Legislation Publishing Services, or Quality Standard, or any aspect of any Legislation Publishing Services or Quality Standards, such failure will be treated in accordance with the regime set out in Schedule 3 (Performance Management and Service Levels).

- 11.5 To the extent that the standard of Services has not been specified in this Agreement, the Concessionaire will agree the relevant standard of the Services with the Grantor prior to the supply of the Services.
- 11.6 The Concessionaire will ensure that all Staff supplying the Services do so with all due skill, care and diligence.
- 11.7 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 Agreement, and will comply with the Grantor's decision on the resolution of any such conflict.

12 Provision of Services

- 12.1 The Concessionaire will operate and deliver official legislation publishing and order fulfilment services, in accordance with Schedule 2 (Services Specification).
- 12.2 All costs associated with complying with Clause 12.1 will be paid by the Concessionaire.

13 Control of Agreement Standard

- 13.1 The Concessionaire will at the Commencement Date instigate and maintain throughout the Term a system which ensures that Legislation Publishing Services are carried out to the Agreement Standard. This system will be based on and incorporate the mechanisms set out in this Clause 13 and all relevant requirements of the Specifications.
- 13.2 The Grantor and the Concessionaire will meet at intervals during the Term, to monitor the provision of Legislation Publishing Services and to resolve any complaints, disputes or problems referred to the meeting. These meetings will take place in accordance to the requirements set out in Schedule 3 (Performance Management and Service Levels), Schedule 4 (Governance) and Schedule 5 (Reporting). In exceptional circumstances a meeting may be called by either Party to resolve any immediate difficulties.

- 13.3 On date(s) to be agreed, formal meeting(s) will review past, current and future conduct of the Agreement and delivery of Legislation Publishing Services. These meetings will also review Service Improvements and Business Improvements.
- 13.4 The Concessionaire will submit formal reports as set out in Schedule 3 (Performance Management and Service Levels), Schedule 4 (Governance) and Schedule 5 (Reporting), (with the exception of the 'Monthly Financial Information Report' which is subject to the delivery times specified therein) highlighting problems and potential problems and suggesting remedies and improvements if necessary.

14 Interruption of Service

- 14.1 If and as soon as the Concessionaire becomes aware that for any period of time, however short, that it is unlikely to be able for any reason, including Force Majeure, to satisfy in full its obligations to provide Legislation Publishing Services under this Agreement, the Concessionaire will give immediate notice to the Grantor.
- 14.2 In such circumstances the Concessionaire will be entitled to engage another Concessionaire approved by the Grantor to provide any of Legislation Publishing Services which the Concessionaire has given notice under Clause 14.1 that it cannot provide.
- 14.3 Any additional costs incurred in respect of the Concessionaire Contracting Legislation Publishing Services in accordance with Clause 14.2 to another Concessionaire will be met by the Concessionaire.

SECTION C: CONCESSIONAIRE'S GENERAL OBLIGATIONS

15 Due Diligence (General)

- 15.1 The Concessionaire acknowledges and agrees that:
 - 15.1.1 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 Agreement;
 - 15.1.2 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;
 - 15.1.3 it has raised all relevant due diligence questions with the Grantor prior to signing this Agreement;

15.1.4 it has entered into this Agreement in reliance on its own due diligence; and

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

16 Conflicts of Interest

16.1 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 Agreement. The Concessionaire will disclose to the Grantor full particulars of any such conflict of interest which may arise.

16.2 The Grantor reserves the right to terminate this Agreement 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 Agreement. 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.

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

17.1 In performing its obligations under the Agreement, the Concessionaire will:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) include in its Agreements with its Sub-Contractors and Concessionaires anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 17.

Due Diligence (Anti-slavery and Human Trafficking)

17.2 The Concessionaire represents and warrants that at the date of this Agreement 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.

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

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

Reports

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

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

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

17.7 If the Concessionaire makes a notification to the Grantor pursuant to this Clause 17, the Concessionaire will respond promptly to the Grantor's reasonable enquiries, co-operate with any reasonable investigation, and allow the Grantor to audit any relevant books, records and/or any other relevant documentation relevant to this Agreement.

17.8 If the Concessionaire breaches this Clause 17 the Grantor may:

- (a) give notice requiring the Concessionaire to remove from performance of this Agreement any Concessionaire Staff or Sub-Contractor whose acts or omissions caused the Concessionaire to breach this Clause 17 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.

17.9 Any notice served by the Grantor under Clause 17 will specify the nature of the breach of any anti-slavery or human trafficking law, the identity of the party who the Grantor believes has committed the breach and the action that the Grantor has elected to take (including, where relevant, the date on which this Agreement will terminate).

18 Prevention of Fraud and Bribery

18.1 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 Agreements on the grounds of a Prohibited Act.

18.2 The Concessionaire will not during the term of this Agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Grantor or any of the Grantor's employees, consultants, Contractors, sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

18.3 The Concessionaire will during the term of this Agreement:

- (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.

18.4 The Concessionaire will immediately notify the Grantor in writing if it becomes aware of any breach of Clause 18.1 and/or 18.2, 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 Agreements 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 Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

18.5 If the Concessionaire makes a notification to the Grantor pursuant to Clause 18.4, the Concessionaire will respond promptly to the Grantor's enquiries, co-operate with any investigation, and allow the Grantor to Audit any books, records and/or any other relevant documentation. If the Concessionaire is in Default under Clauses 18.1 and/or 18.2, the Grantor may by notice:

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

18.6 If the Concessionaire is in Default under Clauses 18.1 and/or 18.2, the Grantor may by notice:

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

18.7 Any notice served by the Grantor under Clause 18.6 will specify the nature of the Prohibited Act, the identity of the party who the Grantor believes has committed the Prohibited Act and the action that the Grantor has elected to take (including, where relevant, the date on which this Agreement will terminate).

19 Discrimination

19.1 The Concessionaire will:

- (a) perform its obligations under this Agreement (including those in relation to

Legislation Publishing 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 7 (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).

19.2 The Concessionaire will take all reasonable steps to secure the observance of Clause 19.1 by all Staff.

20 Warranties and Representations

20.1 The Grantor represents and warrants that:

- (a) it has full capacity and Grantor to enter into and to perform this Agreement;
- (b) this Agreement 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 Agreement; and
- (d) its obligations under this Agreement 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).

20.2 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 Grantor to enter into and to perform this Agreement;
- (c) this Agreement is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
- (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 Agreement;
- (f) its execution, delivery and performance of its obligations under this Agreement 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 Agreement 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 Agreement or to the extent that the Concessionaire has otherwise disclosed to the Grantor in writing prior to the date of this Agreement;
- (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 Agreement and/or the receipt of Legislation Publishing 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 Agreement; 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.

- 20.3 The representations and warranties set out in Clause 20.2 will be deemed to be repeated by the Concessionaire on the Effective Date (if later than the date of signature of this Agreement) by reference to the facts then existing.
- 20.4 Each of the representations and warranties set out in Clauses 20.1 and 20.2 will be construed as a separate representation and warranty and will not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 20.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 20.1 or 20.2 has been breached, is untrue or is misleading, it will immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 20.6 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty will not preclude any right of termination which the Grantor may have in respect of breach of that provision by the Concessionaire.
- 20.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
- 20.8 The Registers described in Schedule 12 (Exit Management) and/or the Business Process Manual will be adequate to enable the Grantor or the Replacement Concessionaire to provide Legislation Publishing Services on termination or expiry of this Agreement.

21 Environmental Requirements

- 21.1 The Concessionaire is expected to give due regard to environmental considerations throughout the performance of this Agreement, including use of materials that are or can be recycled and materials that are environmentally safe. The Concessionaire will

perform its obligations under this Agreement in accordance with the Grantor's environmental policy as outlined in Schedule 7 (Policies), subject to the provisions of Paragraph 1 of that Schedule (save that the Concessionaire will be relieved specifically from compliance under this Agreement 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.

22 Health and Safety

- 22.1 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 Agreement.
- 22.2 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 Agreement.
- 22.3 The Concessionaire will perform its obligations under this Agreement in accordance with the Grantor's Health & Safety policy as outlined in Schedule 7 (Policies) (to the extent to which the same is applicable to the Concessionaire's performance of Legislation Publishing Services), subject to the provisions of Paragraph 1 of that Schedule.
- 22.4 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

23 Data Protection

- 23.1 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 18 – Processing, Personal Data and Data Subjects) and may not be determined by the Concessionaire except as is required by Law or any Regulatory Body
- 23.2 The Concessionaire will notify the Grantor immediately if it considers that any of the Grantor's instructions infringe the Data Protection Legislation.

23.3 The Concessionaire will 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 Legislation Publishing 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.

23.4 The Concessionaire will, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (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 will 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 Agreement 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 Agreement; 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 UK GDPR Article 46 or Part 3 of the Data Protection Act 2018) 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 Agreement unless the Concessionaire is required by Law to retain the Personal Data.

23.5 Subject to Clause 26.6, the Concessionaire will 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 Grantor in connection with Personal Data processed under this Agreement;
- (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.

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

23.7 Taking into account the nature of the processing, the Concessionaire will 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.

23.8 The Concessionaire will 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 UK GDPR or Personal Data relating to criminal

convictions and offences referred to in Article 10 of the UK GDPR; and

- (c) the Grantor determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

23.10 The Concessionaire will designate a data protection officer if required by the Data Protection Legislation.

23.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, 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.

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

23.13 Any changes to this Clause 27 will be made subject to the provisions of Schedule 10 (Change Control Procedure) and will be subject to mutual agreement which will not be unreasonably withheld

23.14 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.

23.15 The Grantor will provide reasonable assistance to the Concessionaire with the Concessionaire's compliance with this Clause 23 and the Grantor will comply with their own obligations under the Data Protection Legislation.

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

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

24.1.1 the Official Secrets Acts 1911 to 1989; and

24.1.2 Section 182 of the Finance Act 1989.

24.2 In the event that the Concessionaire or its Staff fail to comply with Clause 24.1, the Grantor may terminate this Agreement by giving notice in writing to the Concessionaire.

25 Confidential Information

25.1 For the purposes of this Clause 25 (Confidential Information), the term “Disclosing Party” will mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” will mean the Party which receives or obtains directly or indirectly Confidential Information.

25.2 Except to the extent set out in this Clause 25, or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient will:

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

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

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

25.2.4 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.

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

(a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 26 (Transparency and Freedom of Information) will 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 Agreement;

(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 Agreement; or

(iii) the conduct of a Crown body review in respect of this Agreement; 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.

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

25.5 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 Legislation Publishing Services and need to know the Confidential Information to enable performance of the Concessionaire's obligations under this Agreement;
- (b) its auditors; and
- (c) its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where the Concessionaire discloses Confidential Information of the Grantor pursuant to this Clause 25.5, it will remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

25.6 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, Concessionaire or

other person engaged by any of the entities described in Clause 25.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;

- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit rights, its step-in rights pursuant to Clause 37 (Step-In Rights) and/or Exit Management rights pursuant to Schedule 12; 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 Agreement;

and for the purposes of the foregoing, references to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Grantor under this Clause 25.

- 25.7 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 Legislation Publishing 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.
- 25.8 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 Agreement.
- 25.9 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 Agreement.
- 25.10 The Grantor will procure that any third party to whom the Concessionaire's Confidential Information is disclosed pursuant to this Clause 25.10 is equally bound by the Grantor's obligations of confidentiality.
- 25.11 Nothing in this Clause 25 will prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement 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.
- 25.12 Where a specific date and or time has been set by the Sponsor Department, the Grantor or any Sponsor Department for the publication of a piece of legislation or associated document, it will be the responsibility of the Concessionaire to take all

reasonable steps to ensure no publication happens online or in print ahead of the specified time and data for publishing. Failure of the Concessionaire to take all such reasonable steps resulting in early publication will be considered a material breach of Agreement and may result in termination of this Agreement under Clause 34 (Termination on Default).

25.13 Where Confidential Information of a Party comes into the public domain otherwise than through a breach of this Agreement, 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.

25.14 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 Agreement (or if earlier on termination of his employment, sub-Agreement or consultancy arrangement with the Concessionaire) all documents which comprise the other Party's Confidential Information.

26 Transparency and Freedom of Information

26.1 The Parties acknowledge that the content of this Agreement including any changes to this Agreement agreed from time to time (the "Transparency Information") except for:

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

is not Confidential Information.

26.2 Notwithstanding any other provision of this Agreement, 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 will, prior to publication, consult with the Concessionaire on the manner and format of publication and to inform its decision regarding any redactions but will have the final decision in its absolute discretion.

- 26.3 The Concessionaire will assist and co-operate with the Grantor to enable the Grantor to publish the Transparency Information.
- 26.4 If the Grantor believes that publication of any element of the Transparency Information would be contrary to the public interest, the Grantor will be entitled to exclude such information from publication. The Grantor acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Grantor acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Concessionaire.
- 26.5 The Grantor will publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Concessionaire.
- 26.6 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 Legislation Publishing Services will be provided to the Grantor on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Grantor may disclose such information under the FOIA, the EIR and the RPSIR and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 25.6(c)) and Open Book Data) publish such Information. The Concessionaire will provide to the Grantor within 5 working days (or such other period as the Grantor may reasonably specify) any such Information requested by the Grantor.
- 26.7 The Concessionaire acknowledges that the Grantor is subject to the requirements of the FOIA, the EIR and the RPSIR. The Concessionaire will:
- (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 Agreement 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.

26.8 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 26.8. The Grantor will take reasonable steps to notify the Concessionaire of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) 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.

26.9 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 Agreement is not Confidential Information. The Grantor will be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other Term of this Agreement, the Concessionaire hereby gives his consent for the Grantor to publish the Agreement 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 Agreement, to the general public.

- 26.10 The Grantor may consult with the Concessionaire to inform its decision regarding any exemptions but the Grantor will have the final decision in its absolute discretion.
- 26.11 The Concessionaire will assist and cooperate with the Grantor to enable the Grantor to publish this Agreement.
- 26.12 The Concessionaire acknowledges and agrees notwithstanding any copyright of the Concessionaire in any information published pursuant to Clause 26.9 above can be freely re-used through the Open Government Licence.

27 Publicity, Media and Official Enquiries

- 27.1 The Concessionaire will not:
- (a) make any press announcement regarding, or publicising, this Agreement or any part thereof in any way; or
 - (b) use the Grantor's name or brand in any promotion or marketing or announcement;
 - (c) without with the express prior written consent and Approval of the Grantor.
- 27.2 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.
- 27.3 The Concessionaire will take reasonable steps to ensure that its Staff, servants, agents, Sub-Contractors, Concessionaires, professional advisors and consultants are aware of and comply with Clause 27.1.
- 27.4 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including Legislation Publishing Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

28 Audit

- 28.1 The Concessionaire will keep and maintain until six (6) years after the end of the Term full and accurate records of this Agreement 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 Agreement; or

- (b) provided to the Grantor to be archived according to the provisions of Schedule 2 (Services Specification).

28.2 The Grantor will have the right to conduct audits of the Concessionaire's performance of its obligations under this Agreement pursuant to this Clause 28 (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.

28.3 Subject to the Grantor's obligations of confidentiality in relation to the Confidential Information of the Concessionaire, the Concessionaire will on demand provide the Grantor (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each Audit and will make available to the Grantor (without limitation):

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

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

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

- 28.3.4 access to Concessionaire's Staff; and

- 28.3.5 any other information reasonably called for by the Grantor.

28.4 The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 28 (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.

28.5 If an Audit identifies that:

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

- 28.5.2 the Concessionaire has underpaid any sum of money due to the Grantor under this Agreement, 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

29 Crown-owned Rights

29.1 Without prejudice to Clause 30 (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:

- 29.1.1 assigns to the Grantor on behalf of the Crown any Intellectual Property Rights (IPR) it may have now, or in the future create;
 - 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 Legislation Publishing 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 Legislation Publishing Services
- 29.1.2 irrevocably grants for the legal term of copyright a non-exclusive, royalty free licence for the Grantor after termination of this Agreement to use and to permit others to use any information or materials developed by or on behalf of the Concessionaire which is / are used non-exclusively in the performance of the Services for the sole purpose of publishing any Publications,
- 29.1.3 will notify the Grantor of any IPR which belongs to a third party and will acquire sufficient rights to enable the Grantor to be able to use and sub-license such rights:

29.2 The Concessionaire:

- 29.2.1 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 29.1 in the Publications;

- 29.2.2 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
 - 29.2.3 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.
- 29.3 Subject to Clause 29.4 the Concessionaire has, for the Term, the non-exclusive right to print, publish and distribute the Publications and the Grantor reserves all rights including without limitation:
- 29.3.1 the right to publish itself in any Format the material comprised in the Publications;
 - 29.3.2 the right to publish itself or to license others to publish the information in the Publications in another Format (including in any Value Added Format); and
 - 29.3.3 the right to license the re-use of such material in accordance with UK information policy as reflected in the Guidance issued by the Authority at the date of this Contract and which may be amended from time to time.
- 29.4 Notwithstanding Clause 29.3 and notwithstanding any amendments to the Guidance (but subject to Clause 37 (Step-In Rights)) during the Term no other person other than the Concessionaire will be licensed or otherwise afforded the right to print and distribute (whether or not as a sub-contractor or on behalf of the Grantor) the Publications as the Official Publisher.

30 Intellectual Property Rights

- 30.1 Other than as stated in Clause 29 (Crown-owned Rights), provisions for Intellectual Property Rights and Software are dealt with in Schedule 8 (Transparency and Intellectual Property Rights).

LIABILITY, INDEMNITY AND INSURANCE

31 Liability

- 31.1 Neither Party excludes or limits liability to the other Party for:
- 31.1.1 death or personal injury caused by its negligence; or
 - 31.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 31.1.3 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
 - 31.1.4 any liability to the extent it cannot be limited by or excluded by Law.
- 31.2 Subject to Clauses 31.3 and 31.5 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:
- 31.2.1 the supply, or the late or purported supply, of Legislation Publishing Services;
 - 31.2.2 the performance or non-performance by the Concessionaire of its obligations under this Agreement including any breach of this Agreement or Default;
 - 31.2.3 any breach by the Concessionaire or its Sub-Contractors of its obligations of confidentiality under this Agreement;
 - 31.2.4 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;
 - 31.2.5 the content of a Notice; or
 - 31.2.6 any other loss which is caused directly or indirectly by any act or omission of the Concessionaire.
- 31.3 The Concessionaire's liability in respect of the indemnities in Paragraph 2 of Schedule 8 (Transparency and Intellectual Property Rights) will be unlimited.
- 31.4 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 Agreement.
- 31.5 Subject always to Clauses 31.1, 31.3 and 31.7, the liability of either Party hereunder

will be subject to the following financial limits:

- 31.5.1 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 Agreement will in no event exceed ten (10) million pounds (£10,000,000); and
 - 31.5.2 the aggregate liability in any Agreement Year under this Agreement of each Party for all Defaults (other than a Default in respect of or governed by Clause 29, Clause 30 or Clause 31.5.1, above), will in no event exceed ten (10) million pounds (£10,000,000).
- 31.6 Subject always to Clause 31.1 and Clause 31.7, in no event will either Party be liable to the other for any:
- 31.6.1 loss of profits (which does not include the Royalty payments or Supplement Charges pursuant to Schedule 6 (Financial Matters), business, revenue or goodwill; and/or
 - 31.6.2 loss of savings (whether anticipated or otherwise); and/or
 - 31.6.3 indirect or consequential loss or damage;
- arising out of, or in connection with, this Agreement provided that this Clause 31.6 will not prevent the Grantor from recovering the additional cost of the procurement exercise to establish the replacement of Legislation Publishing Services for the remainder of the Term following termination of the Agreement as a result of a Default by the Concessionaire.
- 31.7 Clause 31.5 will not limit the Grantor's right to recover from the Concessionaire any outstanding and unpaid Combined Royalty Payments which have accrued in accordance with the Agreement. 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 31.5.2 has been reached.

32 Insurance

- 32.1 The Concessionaire will take out and maintain or procure the maintenance of the Insurances in accordance with the provisions of Schedule 16 (Insurance Requirements) and such Insurances will be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Agreement.

- 32.2 If, for whatever reason, the Concessionaire fails to have and maintain the Insurances required by this Agreement, 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.
- 32.3 The provisions of any Insurance or the amount of cover will not relieve the Concessionaire of any liabilities which arise under this Agreement.

DEFAULT, DISRUPTION, TERMINATION AND STEP-IN

33 Termination on Insolvency and Change of Control

- 33.1 The Grantor may terminate this Agreement with immediate effect by notice in writing where the Concessionaire is a company and in respect of the Concessionaire:
- 33.1.1 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
 - 33.1.2 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
 - 33.1.3 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
 - 33.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 33.1.5 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
 - 33.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 33.1.7 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

33.1.8 any event similar to those listed in Clauses 33.1.1 through to 33.1.7 occurs under the law of any other jurisdiction.

33.2 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 Agreement by notice in writing with immediate effect within six (6) Months of:

33.2.1 being notified that a Change of Control has occurred; or

33.2.2 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.

34 Termination on Default

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

34.1.1 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

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

34.2 In the event that through any Default of the Concessionaire, data transmitted or processed in connection with this Agreement 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.

34.3 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 Agreement 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 43 (Recovery of Sums Due).

34.4 If any of the events set out in Clauses 33 or 34.1 occur, the Grantor may instead of terminating this Agreement, take any of the following actions:

34.4.1 without terminating this Agreement, exercise its rights of step-in under Clause 37 (Step-In Rights);

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

35 Termination (other)

35.1 The Grantor may terminate this Agreement by issuing a Termination Notice to the Concessionaire:

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

35.2 Where the Grantor:

- (a) is terminating this Agreement under Clause 35.1(a) 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 Agreement under Clause 35.1(a) or Clause 35.1(b), it may, prior to or instead of terminating the whole of this Agreement, serve a Termination Notice requiring the partial termination of this Agreement to the extent that it relates to any part of Legislation Publishing Services which are materially affected by the relevant circumstances.

35.3 If the operation of Clause 35.2(b) would result in a Partial Termination, the Parties will agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure (pursuant to Schedule 10) including

the effect the Partial Termination may have on any other services.

36 Consequences of Expiry or Termination

- 36.1 Where the Grantor terminates this Agreement under Clause 34 (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.
- 36.2 Termination or expiry of this Agreement will be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in this Agreement will prejudice the right of either Party to recover any amount outstanding at such termination or expiry.
- 36.3 Termination of this Agreement will not affect the continuing rights, remedies or obligations of the Grantor or the Concessionaire under Clauses 5 (Payment Provisions), 18 (Prevention of Fraud and Bribery), 23 (Data Protection), 24 (Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989), 25 (Confidential Information), 26 (Transparency and Freedom of Information), 28 (Audit), 29 (Crown-owned Rights), 30 (Intellectual Property Rights), 31 (Liability), 32 (Insurance), 36 (Consequences of Expiry or Termination), 37 (Step-In Rights), 39 (Recovery upon Termination), 40 (Resolution of Issues), 43 (Recovery of Sums Due), 44 (The Agreements (Rights of Third Parties) Act 1999), 48 (Waiver), 50 (Severability), 52 (Remedies Cumulative), 56 (Dispute Resolution), 57 (Exit Management), and 59 (Governing Law and Jurisdiction), and Schedule 8 (Transparency and Intellectual Property Rights), Schedule 6 (Financial Matters), Schedule 3 (Performance Management and Service Levels), 11 (Dispute Resolution), 12 (Exit Management), 13 (Key Personnel and Sub-Contractors), 14 (Staff Transfer), 15 (Commercially Sensitive Information) and 16 (Insurance Requirements), and any other provision of this Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of this Agreement.
- 36.4 On expiry or termination (for any reason) of this Agreement:
- 36.4.1 the Concessionaire will immediately pay any outstanding unpaid Royalty, Supplement Payment and Platform Payment and interest due to the Grantor;

- 36.4.2 the Concessionaire will immediately confirm the Variable Royalty, Supplement Payment and Platform Payment due to the Grantor for the current Agreement Year up to the Expiry Date; and
- 36.4.3 on receipt of the information provided by the Concessionaire to the Grantor in accordance with 36.4.2 above, the Grantor will submit invoices for such Variable Royalty, Supplement Payment and Platform Payment for which no invoice has been submitted, and the Concessionaire will pay these invoices immediately on receipt.

37 Step-In Rights

- 37.1 The Grantor will have the right to itself take back control of, or appoint a third party to provide, Legislation Publishing 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

- 37.2 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 Legislation Publishing Services in accordance with the terms of this Agreement and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Grantor to take action provided that nothing will limit the Grantor's right to step-in where it reasonably determines that action should be taken immediately.
- 37.3 If the Grantor decides to exercise its Step-in Rights without following the actions set out in Clause 37.2, or having followed the actions in Clause 37.2 the Grantor is not satisfied with the Concessionaire's demonstration pursuant to that Clause 37.2, the Grantor may where the Grantor considers it expedient to do so, without prejudice to its rights under Clause 37.1:
 - 37.3.1 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;
 - 37.3.2 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
 - 37.3.3 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).

- 37.4 The Concessionaire will co-operate fully and in good faith with the Grantor, or any other person appointed in respect of Clause 37.3.2, and will adopt any reasonable methodology in providing the services recommended by the Grantor or that person.

Exercise of the Right of Step-in

- 37.5 If the Grantor takes action pursuant to Clause 37.1, the Grantor will serve notice ("Step-in Notice") on the Concessionaire that it will be taking action under this Clause 37 (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").
- 37.6 Following service of a Step-in Notice:
- 37.6.1 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");
 - 37.6.2 for so long as and to the extent that the Required Action is continuing, then the Concessionaire will not be obliged to provide Legislation Publishing Services to the extent that they are the subject of the Required Action.
- 37.7 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 Legislation Publishing Services and the Concessionaire's plan developed in accordance with Clause 37.8.
- 37.8 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 Legislation Publishing Services, including any action the Concessionaire proposes to take to ensure that Legislation Publishing Services affected satisfy the requirements of this Agreement.
- 37.9 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.

- 37.10 The Concessionaire will bear its own costs in connection with any step-in by the Grantor under this Clause 37 (Step-In Rights), and will pay the Grantor its direct and indirect costs of taking the Required Action.
- 37.11 If the Grantor exercises its rights under this Clause 37 in circumstances where it would otherwise be entitled to terminate this Agreement, it will not exercise such termination rights before the Step-out Date and if on that date the Concessionaire resumes delivery of Legislation Publishing Services in accordance with an Approved Step Out Plan and in a manner which remedies the relevant Default, the Grantor will not exercise such termination rights in respect of the circumstances for the original step-in (without prejudice to its rights to terminate in accordance with this Agreement for any relevant Defaults which occur after delivery of Legislation Publishing Services is resumed by Concessionaire).

38 Disruption

- 38.1 The Concessionaire will take reasonable care to ensure that in the performance of its obligations under this Agreement 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.
- 38.2 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 Agreement.
- 38.3 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 Agreement.
- 38.4 If the Concessionaire's proposals referred to in Clause 38.3 are considered insufficient or unacceptable by the Grantor acting reasonably, then this Agreement may be terminated with immediate effect by the Grantor by notice in writing.
- 38.5 If the Concessionaire is temporarily unable to fulfil the requirements of this

Agreement 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.

39 Recovery upon Termination

- 39.1 On the expiry of this Agreement, without prejudice to the Concessionaire's obligations in Schedule 12 (Exit Management), or on the termination of this Agreement for any reason, the Concessionaire will:
- 39.1.1 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 Concessionaires or Sub-Contractors, which was obtained or produced in the course of providing Legislation Publishing Services;
 - 39.1.2 fully assist and co-operate with the Grantor to ensure an orderly transition of the provision of Legislation Publishing Services to the Grantor or Replacement Concessionaire and/or the completion of any work in progress; and
 - 39.1.3 promptly provide all information concerning the provision of Legislation Publishing Services which may reasonably be requested by the Grantor for the purposes of adequately understanding the manner in which Legislation Publishing Services have been provided or for the purpose of allowing the Grantor or the Replacement Concessionaire to conduct due diligence.
- 39.2 If the Concessionaire fails to comply with Clause 39.1.1, 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 Concessionaires or Sub-Contractors where any such items may be held.

OTHER PROVISIONS

40 Resolution of Issues

- 40.1 Each Party agrees to respond promptly to any issues or requirements referred to it by the other Party relating to any Clause in this Agreement 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 11 (Dispute Resolution).

41 Notifications

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

41.2 Subject to Clause 41.5, 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	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

	on the next Working Day (if after 5.00pm).	
--	---	--

- 41.3 Notices will be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Concessionaire	Grantor
Contact	[Data Redacted]	[Data Redacted]
Address	18 Central Avenue, St Andrews Business Park, Norwich NR7 0HR	Kew Richmond Surrey TW9 4DU
Email	[Data Redacted]	[Data Redacted]

- 41.4 Either Party may change its address for service by serving a notification in accordance with this Clause.
- 41.5 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 41.2:
- (a) Step-In Notices;
 - (b) Force Majeure Notices;
 - (c) Termination Notices; and
 - (d) Dispute Notices.
- 41.6 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 41.5 will invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice will be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 41.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

This Clause 41 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 11 (Dispute Resolution)).

42 Mistakes in Information

- 42.1 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 Legislation Publishing Services and will pay the Grantor any extra costs occasioned by any discrepancies, errors or omissions therein.

43 Recovery of Sums Due

- 43.1 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.
- 43.2 All payments due will be made within a reasonable time unless otherwise specified in this Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

44 The Agreements (Rights of Third Parties) Act 1999

- 44.1 Save as provided in Schedule 14 (Staff Transfer) a person who is not a Party has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

45 Security Requirements

- 45.1 The Concessionaire will comply, and will ensure the compliance of its Staff, with the security standards required by the Grantor for the provision of Legislation Publishing Services and detailed in Schedule 9 (Security Management).

46 Business Continuity and Disaster Recovery

- 46.1 The Concessionaire will comply with the provisions of the Business Continuity and Disaster Recovery Plan (BCDR Plan) and the provisions of Schedule 17 (Business Continuity and Disaster Recovery).
- 46.2 The Concessionaire will ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

- 46.3 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.

47 Transfer and Sub-Contracting

- 47.1 The Concessionaire will not assign, sub-Agreement or in any other way dispose of this Agreement or any part of it without prior Approval. Sub-Contracting any part of this Agreement will not relieve the Concessionaire of any of its obligations or duties under this Agreement.
- 47.2 The Concessionaire will be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
- 47.3 Where the Grantor has consented to the appointment of sub-Agreements, copies of each sub-Agreement will, at the request of the Grantor, be sent by the Concessionaire to the Grantor as soon as reasonably practicable.
- 47.4 The Grantor may assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to:
- 47.4.1 any Crown body; or
 - 47.4.2 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
 - 47.4.3 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 Agreement.
- 47.5 Any change in the legal status of the Grantor will not affect the validity of this Agreement.
- 47.6 If the rights and obligations under this Agreement are assigned, novated or otherwise disposed of pursuant to Clause 47.4 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”):

- 47.6.1 the rights of termination of the Grantor in Clauses 33 (Termination on Insolvency and Change of Control) and 34 (Termination on Default) will be available to the Concessionaire in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - 47.6.2 the Transferee will only be able to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof with the prior consent in writing of the Concessionaire.
- 47.7 The Grantor may disclose to any Transferee any Confidential Information of the Concessionaire under this Agreement. 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 Agreement or to receive Legislation Publishing 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.
- 47.8 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 Agreement.

48 Waiver

- 48.1 The rights and remedies under this Agreement may be waived only by notice in accordance with Clause 41 (Notifications) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law will not constitute a waiver of that right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 48.2 A waiver of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.
- 48.3 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.

49 Variation and Change Control

- 49.1 The terms and conditions of this Agreement may only be amended in writing which is expressed to vary this Agreement pursuant to this Clause 49.1 and is signed by duly authorised representatives of the Parties (a "Variation"). No purported variation by any other means will bind the Parties.
- 49.2 Any Change to Legislation Publishing Services or any aspect of Legislation Publishing Services (including, without limitation, the Agreement 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 3 (Performance Management and Service Levels)) will be effected through the Change Control Procedure set out in Schedule 10.

50 Severability

- 50.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) will to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement will not be affected.
- 50.2 In the event that any deemed deletion under Clause 50.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 50.3 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 50.2, the matter will be dealt with in accordance with Schedule 11 (Dispute Resolution).

51 Remedies in the Event of Inadequate Performance

- 51.1 Where a complaint is received about the standard of Legislation Publishing Services or about the manner in which any of the Legislation Publishing 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 Agreement, 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 34 (Termination on Default) of this Agreement.

51.2 The Concessionaire acknowledges and agrees that:

51.2.1 in a Agreement Year any Service Failure awarded an Impact Level of One (in accordance with the provisions of Schedule 3 (Performance Management and Service Levels)),

51.2.2 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 34.1 or 34.4 as it, in its absolute discretion, determines.

51.3 Without prejudice to its right under Clause 43 (Recovery of Sums Due), the Grantor may (in circumstances when this Clause 51 applies and in addition to the other remedies provided for in this Clause 51) 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.

51.4 If the Concessionaire fails to supply any of Legislation Publishing 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.

51.5 In the event that:

51.5.1 the Concessionaire fails to comply with Clause 51.4 above and the failure is materially adverse to the interests of the Grantor or prevents the Grantor from discharging a statutory duty; or

51.5.2 the Concessionaire persistently fails to comply with Clause 51.4 above, the Grantor may terminate this Agreement with immediate effect by notice in writing.

52 Remedies Cumulative

- 52.1 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement 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.

53 Monitoring of Agreement Performance

- 53.1 The Concessionaire will comply with the monitoring arrangements set out in Schedule 3 (Performance Management and Service Levels), Schedule 4 (Governance) and Schedule 5 (Reporting) including, but not limited to, providing such reports as more particularly detailed in Schedule 5 (Reporting) and such other data and information as the Concessionaire may be required to produce under this Agreement.

54 Entire Agreement

- 54.1 This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Agreement 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.
- 54.2 Subject to Clause 54.4, 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 Agreement as provided under the terms of this Agreement.
- 54.3 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:
- 54.3.1 these terms and conditions;
 - 54.3.2 the Schedules; and
 - 54.3.3 any other document referred to in this Agreement.
- 54.4 Nothing in this Clause will limit or exclude any liability for Fraud or fraudulent misrepresentation.

55 Counterparts

- 55.1 This Agreement 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.

56 Dispute Resolution

- 56.1 Any complaint or dispute arising out of or in connection to the provision of Legislation Publishing Services or any obligations of the Parties under this Agreement will be dealt with in accordance with Schedule 11 (Dispute Resolution).

57 Exit Management

- 57.1 The Concessionaire will comply with the Exit Management requirements set out in Schedule 12 (Exit Management).
- 57.2 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 12 (Exit Management) or which would in any other way restrict the exercise by the Grantor of its rights under this Clause or Schedule 12 (Exit Management).
- 57.3 Unless the Grantor otherwise requires, during the time between service of a notice of termination of this Agreement, or for partial termination in accordance with Clause 34.4.2, 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.

58 Force Majeure

- 58.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Agreement (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 Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Agreement for a period in excess of thirty (30) days, either Party may terminate this Agreement with immediate effect by notice in writing.
- 58.2 Any failure or delay by the Concessionaire in performing its obligations under this Agreement which results from any failure or delay by an agent, Sub-Contractor or Concessionaire will be regarded as due to Force Majeure only if that agent, Sub-

Contractor or Concessionaire is itself impeded by Force Majeure from performing its obligations to the Concessionaire.

- 58.3 The exercise by the Grantor of its rights under Clause 37 (Step-In Rights) will not be deemed a Force Majeure event.
- 58.4 The Concessionaire will not claim Force Majeure to the extent that the event or circumstances triggering the invocation of Force Majeure are within the scope or contemplation of the BCDR Plan, or where the Concessionaire is required to comply with the BCDR Plan but has failed to do so.
- 58.5 The Party seeking to exempt itself from liability by virtue of this Clause 58 (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.
- 58.6 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 Agreement. 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.
- 58.7 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 Agreement. Following such notification, this Agreement will continue to be performed on the terms existing immediately before the occurrence of the Force Majeure unless agreed otherwise by the Parties.

59 Governing Law and Jurisdiction

- 59.1 Subject to the provisions of Clause 56 (Dispute Resolution) the Grantor and the Concessionaire accept the exclusive jurisdiction of the English courts and agree that this Agreement 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 Agreement has been duly executed by the Parties on the date

first above written.

SIGNED for and on behalf of Grantor

Signature	[Data Redacted]
Name	Jeff James
Position	CEO, Keeper and King's Printer, The National Archives

SIGNED for and on behalf of [Concessionaire]

Signature	[Data Redacted]
Name	Denise Reid
Position	Managing Director, The Stationery Office Limited

Schedule 1 – Definitions

1 Definitions

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

“Agreement”	Means this Legislation Publishing Concessionary Contract between the Grantor and the Concessionaire.
“Approval”	Means the written consent of the Grantor.
“Approved Sub-Licensee”	Means any of the following: <ul style="list-style-type: none"> (a) A Central Government Body (b) Any third party providing services to a Central Government Body and/or (c) Any body (including any private sector body) which performs or carried on any of the functions and/or activities that previously had been performed and/or carried on by the Grantor.
“Approved Version”	Means, for secondary legislation, the version that is registered through the legislation.gov.uk Publishing System and, for Acts, the approved version submitted by the legislature.
“Assets”	Means all assets and rights used by the Concessionaire to provide the Services in accordance with this Agreement but excluding the Grantor Assets;
“Audit”	Means any exercise by the Authority of its Audit Rights pursuant to Schedule 6.
“Audit Agents”	Means: <ul style="list-style-type: none"> (a) the Grantor’s internal and external auditors; (b) the Grantor’s statutory or regulatory auditors;

	<p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Grantor to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above.</p>
“Audit Rights”	Means the audit and access rights referred to in Schedule 6.5 (Financial Reports and Audit Rights).
“Baseline Security Requirements”	The Grantor’s baseline security requirements as set out in Annex 1 of Schedule 9.
“BCDR Plan”	means any plan prepared pursuant to Schedule 17 (Business Continuity and Disaster Recovery), as amended or updated from time to time.
“Business Hours”	Means the hours of 8.00am to 6.00pm on Working Days unless otherwise defined.
“Change”	Means any change to this Contract under the Change Control Procedure detailed in Schedule 10 (Change Control Procedure).
“Change Control Procedure”	Means the procedure for changing this Contract, as set out in Schedule 10 (Change Control Procedure).
“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 August 2023

“Commercially Sensitive Information”	means the information: i) listed in Schedule 15 (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 which is provided by the Concessionaire to the Grantor in confidence for the period set out in that Schedule and/or is exempted under the FOIA.
“Confidential Information”	<p>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.</p> <p>Confidential Information will not include information which:</p> <ul style="list-style-type: none"> (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 Legislation Publishing Services.
“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 August 2023.
“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 3 (Performance Management and Service Levels).
“Contract Year”	Means the successive twelve (12) month periods commencing on 1 August 2023.
“Concessionaire”	Means the company awarded this concessionary contract.
“Control”	Has the meaning ascribed to it in Section 450 of the Corporation Tax Act 2010.
“Core Reference Dataset”	Means the structured list of all items of UK legislation that has ever been made. It contains URIs to reference all documents as well as basic identifying information, e.g. legislation type, issuing year, series number, document titles.
“Crown”	Means the Sovereign and His household together with the governments of the United Kingdom and the devolved administrations in Scotland, Wales and Northern Ireland, including, but not limited to, government ministers, Government Departments, and government bodies and agencies.
“Crown Copyright”	Means Crown copyright as defined in Section 163 of the Copyright Designs and Patents Act 1988.
“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 Agreement was entered into by the Parties.
“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.
“Default”	Means any breach of the obligations of a Party under this Agreement (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 Agreement and in respect of which such Party is liable to the other.
“Delay”	Means a delay in the delivery of deadlines agreed with and approved by the Grantor in the delivery of Legislation Publishing Services under this Agreement.
“Dispute”	Means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
“Delay Payments”	Means the amount payable by the Concessionaire as defined in Schedule 6.
“Dispute Resolution Procedure”	Means the process of resolving a dispute as set out in Schedule 11 (Dispute Resolution).

“Documents”	Means any and all works, including legislation and legislative products which the Grantor requires to be published.
“Documentation”	<p>Means descriptions of the Services (workflow and processes) and Performance Indicators, details of the Concessionaire System (including (i) vendors and versions for off-the-shelf components and relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the Concessionaire to the Grantor under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Grantor to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Concessionaire in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services.
“DOTAS”	Means 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
“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”	<p>Means 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:</p> <ul style="list-style-type: none"> (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”	Means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of Legislation Publishing Services from the Concessionaire to the Grantor and/or a Replacement Concessionaire, as set out or referred to in Schedule 12 (Exit Management);
“Expiry Date”	Means either 2 (two) years from the Commencement Date, or the date of termination (howsoever caused) of this Contract, whichever is the sooner.
“Financial Distress Event”	Means the occurrence of one or more of the events listed in Schedule 6.3 (Financial Distress)
“Financial Distress Service Continuity Plan”	a plan setting out how the Concessionaire will ensure the continued performance and delivery of Legislation Publishing Services in accordance with this Contract in the event that a Financial Distress Event occurs.
“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

	<p>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:</p> <ul style="list-style-type: none"> (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, will be regarded as separate formats.
"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.

“Grantor”	Means The Secretary of State for Culture, Media and Sport (“DCMS”) as represented by The National Archives.
“Grantor Assets”	Means the Grantor Materials, the Grantor infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Grantor and which is or may be used in connection with the provision or receipt of the Services.
“Grantor Background IPRs”	Means IPRs owned by the Grantor before the Effective Date, including IPRs contained in any of the Grantor’s Know-How, documentation, processes and procedures; <ul style="list-style-type: none"> (a) IPRs created by the Grantor independently of this Agreement; and/or (b) Crown Copyright which is not available to the Concessionaire otherwise than under this Agreement; (c) but excluding IPRs owned by the Grantor subsisting in the Grantor Software.
“Grantor Cause”	Means any material breach by the Grantor of any of the Grantor Responsibilities, except to the extent that such breach is: <ul style="list-style-type: none"> (a) the result of any act or omission by the Grantor to which the Concessionaire has given its prior consent; or (b) caused by the Concessionaire, any Sub-contractor or any Concessionaire Personnel.
“Grantor Data”	Means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> (a) supplied to the Concessionaire by or on behalf of the Grantor; and/or (b) which the Concessionaire is required to generate, process, store or transmit pursuant to this Agreement; or

	(c) any Personal Data for which the Grantor is the Data Controller.
“Grantor IT and Digital Strategies”	Means the Grantor’s IT and Digital policies in force as at the Effective Date.
“Grantor Materials”	Means documentation, information, programs and codes supplied by the Grantor to the Concessionaire, the IPRs in which: <ul style="list-style-type: none"> (a) are owned or used by or on behalf of the Grantor; and (b) are or may be used in connection with the provision or receipt of the Services, but excluding any Project Specific IPRs, Specially Written Software, Concessionaire Software, Third Party Software and Documentation relating to Concessionaire Software or Third Party Software.
“Grantor Premises”	Means premises owned, controlled or occupied by the Grantor and/or any Central Government Body which are made available for use by the Concessionaire or its Sub-contractors for provision of the Services (or any of them).
“Grantor Representative”	Means the representative appointed by the Grantor pursuant to Clauses 11.2 to 11.4 (Representatives).
“Grantor Requirements”	Means the requirements of the Grantor set out in this Agreement
“Grantor Responsibilities”	Means the responsibilities of the Grantor specified in Schedule 4 (Authority Responsibilities).
“Grantor Software”	Means software which is owned by or licensed to the Grantor (other than under or pursuant to this Agreement) and which is or will be used by the Concessionaire for the purposes of providing the Services.
“Grantor System”	Means the Grantor’s computing environment (consisting of

	hardware, software and/or telecommunications networks or equipment) used by the Grantor or the Concessionaire in connection with this Agreement which is owned by the Grantor or licensed to it by a third party and which interfaces with the Concessionaire System or which is necessary for the Grantor to receive the Services.
“Good Industry Practice”	Means standards, practices, methods and procedures conforming to the Law and to the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances as are contemplated in this Contract.
“Government Department”	Means any department, agency or office of His Majesty’s Government.
“Halifax Abuse Principle”	Means the principle explained in the CJEU Case C-255/02 Halifax and others.
“ICT”	Means Information and Communications Technology(ies).
“Information”	Has the meaning given under Section 84 of the Freedom of Information Act (FOIA).
“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 8 (Transparency and Intellectual Property Rights).
“ISO”	means the International Organization for Standardization.

“Issue”	means any non-software errors, flaws, failures or faults resulting in Legislation Publishing Services 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.
“Key Role”	Means 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 14 (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.
“Licensed Software”	Means all and any Software licensed by or through the Concessionaire, its Sub-contractors or any third party to the Grantor for the purposes of or pursuant to this Contract, including any Concessionaire Software, Third Party Software and/or any Specially Written Software;
“Loss” or “Losses”	Means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and includes destruction.
“Management	Means the performance management information as set out in

Information”	Schedule 3 (Performance Management and Service Levels) and the reporting information set out in Schedule 4 (Governance) and Schedule 5 (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 Legislation Publishing 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 Legislation Publishing Services; and all computer programs developed by or on behalf of the Concessionaire for the sole purpose of providing Legislation Publishing Services.
“Month”	Means calendar month unless otherwise defined.
“Notifiable Default”	Has the meaning given in Clause 31 (Rectification Plan Process).
“Occasion of Tax Non-Compliance”	<ul style="list-style-type: none"> (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: (b) 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; (c) 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 (d) any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 gives

	<p>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”	<p>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 Agreement.</p>
“Open Book Data”	<p>Means the 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:</p> <ul style="list-style-type: none"> (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 Legislation Publishing Services including an analysis showing: <ul style="list-style-type: none"> (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 Legislation Publishing Services;

	<p>(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</p> <p>(f) an explanation of the type and value of risk and contingencies associated with the provision of Legislation Publishing Services, including the amount of money attributed to each risk and/or contingency.</p>
“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.
“Other Supplier”	any supplier to the Grantor (other than the Concessionaire) which is notified to the Concessionaire from time to time and/ or of which the Concessionaire should have been aware.
“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.
“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 Legislation Publishing Services are to be supplied.
“Print-ready PDFs”	Means a PDF used to produce printed copies of legislation that as a minimum meets the requirements of ISO 15930-1:2001: PDF/X-1a:2001 or its successor.
“Prohibited Act”	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: <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; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) an offence: <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

	(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.
“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.
“Publications”	Means the titles set out in Schedule 2 and any associated documents to be printed, published for distribution and offered for sale to the public.
“Registers”	Means the process and workflow documentation referenced in Schedule 12 (Exit Management) for all aspects of the publishing services delivered under this Agreement, plus lists of any Concessionaire software used to aid the delivery of the Services (for example to liaise with the printer, invoice and so on).
“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 Legislation Publishing Services and which the Grantor receives in substitution for any of the Legislation Publishing 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 Legislation Publishing 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 37 (Step-In Rights).
“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.
“SI Support Helpdesk”	Means the support desk provided to Users of the legislation.gov.uk Publishing System to enable them to publish legislation and associated documents to Users’ prescribed deadlines.
“SI Support Desk Core Hours”	Means 8.30am to 17.30pm on all days except UK Bank Holidays
“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.
“Step-in Notice”	Has the meaning as set out in Clause 37.5.
“Step-in Rights”	Shall have the meaning ascribed to it in Clause 37.1.
“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 Legislation Publishing Services or any material part of Legislation Publishing 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 37 (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 Legislation Publishing Services; and/or</p> <p>(f) a need by the Grantor to take action to discharge a statutory</p>

	duty.
“Step-Out Date”	Has the meaning as set out in Clause 37.7.
“Step-Out Notice”	Has the meaning as set out in Clause 37.7.
“Step-Out Plan”	Has the meaning as set out in Clause 37.8.
“Sub-Contractor”	Means any person, firm or company under contract to the Concessionaire to provide Legislation Publishing Services or any part thereof, or facilities or services necessary for the provision of Legislation Publishing Services or any part thereof, or necessary for the management, direction or control of Legislation Publishing 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.
“Term”	Means the period from the Commencement Date to the Expiry Date.
“Termination Notice”	Means 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;
“Third Party IPRs”	Means 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”	Means 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 Legislation Publishing Services.
“Transferee”	Has the meaning set out in Clause 47.6.
“Transferring Former	Shall take the meaning as defined in Schedule 14 (Staff

Concessionaire Employee(s)”	Transfer);
“Transferring Grantor Employee(s)”	shall take the meaning as defined in Schedule 14 (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 Legislation Publishing Services:</p> <p style="padding-left: 40px;">a) to alter the Data or any part thereof (whether on a permanent or temporary basis); or</p> <p>which in the opinion of the Grantor materially interacts with the Data or any part thereof, either on a permanent or temporary basis;</p>
“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;
“TUPE”	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
“User”	Means any person authorised by the Grantor to use the Services.
“Variation”	Has the meaning given to it in Clause 49.1.
“VAT”	Means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	Means Monday to Friday inclusive, excluding public or bank holidays.

Schedule 2: Services Specification

1 Definitions

1.1 In this Schedule, the following definitions will apply:

“Crown Legislation Markup Language (CLML)”	Means the XML based data model for UK legislation documents. It models the document structure, metadata and workflow information
“Daily List”	Means a list of newly published legislation containing at least the type of legislation, number, short title and date/s of issue, arranged by type of publication and within that items ordered either alphabetically or numerically, with a subject index to the secondary legislation at the beginning of the list.
“editorial.legislation.gov.uk”	Means the editorial system used by the Authority and other Authority-approved partners through an Expert Participation Programme, for capturing and managing data about legislative effects and for creating and publishing revised versions of legislation, which show changes over time, on the thelegislation.gov.uk website;
“High Impact Error(s)”	Means high impact errors as set out in the SI Validation Error Message Guide which is published on the Publishing System;
“Issue”	Means any non-software errors, flaws, failures or faults resulting in the legislation.gov.uk Platform 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
“legislation.gov.uk”	Means the public facing website that provides access to legislation documents and data (as it is originally enacted or made and showing changes over time).
“Legislation Linked Data Service”	Means an RDF Linked Data store that holds metadata relating to legislation, that uses Linked Data technologies (RDF Stores, SPARQL Endpoints and Linked Data API); Linked Data approaches (the

	functioning of the legislation.gov.uk website API) and RDF data and data models.
“Low Impact Error(s)”	Means low impact errors as set out in the SI Validation Error Message Guide which is published on the Publishing System.
“Non-Templated”	Means a Statutory Instrument(s) or document(s) that cannot be drafted using an established template or drafting tool.
“publishing.legislation.gov.uk”	Means the government, Parliaments and Assemblies facing service which the Authority and the Concessionaire use to manage various workflows for capturing, transforming and publishing new legislation in print and also on legislation.gov.uk. The publishing system automates or semi-automates the production of many of the outputs the Concessionaire is required to deliver under this Agreement. It also manages the timing for publishing new legislation, ensuring all conditions are met before a new document is issued on legislation.gov.uk. For some legislation types there are several processes which require manual intervention by the Concessionaire during the publishing process.
“SI”	Means Statutory Instrument

2 Publishing Services required under this concessionary contract

- 2.1 The Concessionaire recognises and accepts that the Legislation Publishing Services it provides enable the Grantor to fulfil its requirements and must be delivered in the context of wider legislation drafting and publishing processes followed by UK governments, parliaments and assemblies, as set out in Annex 1 of this Schedule (which may be amended by the Grantor from time to time).
- 2.2 The Concessionaire is authorised to use the legislation.gov.uk Publishing System (which is described in Annex 2 of this Schedule) for publishing legislation and associated documents and managing the production of the various data, web and print outputs specified by the Grantor in this Agreement.

- 2.3 For the avoidance of doubt, managing and providing Legislation Publishing Services in the context of Annex 1 and Annex 2, as updated by the Grantor from time to time, are conditions of this Agreement.
- 2.4 The Concessionaire will use the legislation.gov.uk Publishing System to publish all new legislation and associated documents and to manage the production of the various data, web and print outputs specified in this Agreement, ensuring that valid Crown Legislation Markup Language (CLML) is produced (i.e. that all CLML is validated against the CLML Schema), data is enriched as required and a complete audit trail of publishing activity is maintained.
- 2.5 The Concessionaire will provide user support and training as required to enable Users to correctly submit legislation for publishing and produce valid CLML.
- 2.6 The Legislation Publishing Services required under this contract will entail the Concessionaire providing the following Services:
 - 2.6.1 Checking that publishing events successfully happen in all formats as required, for example on legislation.gov.uk and in the Core Reference Dataset and flagging to the Grantor where this has not happened.
 - 2.6.2 Pre publishing validation services, as set out in Section 3 of this Schedule;
 - 2.6.3 User support services, as set out in Section 4 of this Schedule;
 - 2.6.4 Training, as set out in Section 5 of this Schedule;
 - 2.6.5 Post submission validation of the CLML against the schema, and manually correcting the CLML if required in order to ensure CLML that is valid against the CLML schema is produced, as set out in Section 6 of this Schedule;
 - 2.6.6 Producing Explanatory Notes; as set out in Section 7 of this Schedule;
 - 2.6.7 Providing a typesetting service, as set out in Section 8 of this Schedule;
 - 2.6.8 Checking and ensuring an accurate and complete audit trail of publishing activity, as set out in Section 9 of this Schedule;
 - 2.6.9 Providing any manual data enrichment services as set out in Section 10 of this Schedule;
 - 2.6.10 Any manual intervention required to produce print and web optimised pdfs, as set out in Section 11 of this Schedule;
 - 2.6.11 Delivering to publishing deadlines, as set out in Section 12 of this Schedule;
 - 2.6.12 Providing a corrections service, as set out in Section 13 of this Schedule;
 - 2.6.13 Producing and supplying bibliographic information, as set out in Section 14 of this Schedule;

- 2.6.14 Producing issue lists, as set out in Section 15 of this Schedule;
- 2.6.15 Hard copy (print) publishing, as set out in Section 16 of this Schedule;
- 2.6.16 Sales, order processing and distribution services, as set out in Section 17 of this Schedule;
- 2.6.17 Providing customer services and responding to customer complaints, as set out in Section 18 of this Schedule;
- 2.6.18 Providing record copies, as set out in Section 19 of this Schedule;
- 2.6.19 Publishing Bound Volumes of legislation, as set out in Section 20 of this Schedule;
- 2.6.20 Producing Chronological Tables of legislation, as set out in Section 21 of this Schedule;
- 2.6.21 Producing accessible versions of legislation, as set out in Section 22 of this Schedule;
- 2.6.22 Providing Print on Demand services, as set out in Section 23 of this Schedule;
- 2.6.23 Collaborative working with the Grantor's Legislation Services Team and Lawmaker Service Team, Platform contractor and other external developers as required, as set out in Section 23 of this Schedule.
- 2.6.24 Any other legislation publishing services as may be reasonably required by the Grantor to fulfil the responsibilities of the King's Printer.

3 Validation services

- 3.1 The legislation.gov.uk Publishing System uses a pre-submission validation tool that checks all legislation documents created on the SI Template against a complex set of rules that indicate whether valid CLML will be produced once submitted for publishing. If documents are not likely to produce valid CLML, a report is generated for Users to explain why. Originating departments cannot submit SIs for publication that contain validation errors, excepting as set out in Paragraph 3.6 of this Schedule.
 - 3.2 The Concessionaire is responsible for assisting submitting bodies to ensure that their documents will pass validation once submitted, and in particular helping them to resolve pre-submission validation errors in a timely manner.
 - 3.3 Although the automated pre-submission validation checks are usually successful for SI Templated documents, sometimes they fail validation with a Low Impact Error. In these cases the Concessionaire may arrange to manually correct and in return charge a fee to the responsible department as set out in Schedule 6 (Financial Matters).
 - 3.4 Sometimes a SI Templated document fails validation with a High Impact Error. In this
- Legislation Publishing Services Concession Agreement © Crown copyright 2023

instance the Concessionaire will return the document to the originating department for them to correct and re-submit to the legislation.gov.uk Publishing System.

- 3.5 If the originating department cannot correct the High Impact Error themselves they may authorise the Concessionaire to correct High Impact Errors. If formal authorisation is received, the Concessionaire can arrange to manually correct the High Impact Error and in return charge a fee to the responsible department as set out in Schedule 6 (Financial Matters). Once corrected and validated, the Concessionaire will upload the document back into the legislation.gov.uk Publishing System for registration.
- 3.6 The Concessionaire will advise the originating department about the changes they need to make for the document to validate, when returning documents for correction and re-submission. The Concessionaire will ensure that this advice is clear, and unambiguous, and responsive to user feedback.
- 3.7 There are two scenarios where pre submission validation is not required as a pre-requisite for publishing:
 - 3.7.1 **Welsh SIs**, which are submitted by the originating department and registered via the legislation.gov.uk Publishing System, but which are then typeset by the Concessionaire (as set out in Section 8 of this Schedule). The Concessionaire is responsible for ensuring that the typeset documents validate and produce correct CLML that validates against the CLML Schema;
 - 3.7.2 **Expedited legislation**, where the Grantor's publishing team provide the originating department with an authorisation code that they enter into the legislation.gov.uk Publishing System at submission. Expedited legislation submitted using the authorisation code bypasses the laying process, and must be published by the Concessionaire on the same day as it is submitted. If the SI is automatically validated by the legislation.gov.uk Publishing System, the Concessionaire will publish both an expedited pdf and expedited CLML on the same day as submission. If the SI fails automatic validation, the Concessionaire will publish an expedited pdf without requiring validation errors to be corrected. The Concessionaire will then follow the CLML validation processes set out in Paragraphs 3.2 to 3.4, and is responsible for ensuring that correct CLML that validates against the CLML Schema is published.

4 User support

- 4.1 The Concessionaire will provide timely validation support to Users of the legislation.gov.uk Publishing System, pre-submission, to support them as required until they are able to produce legislation documents that will successfully pass validation when submitted through the legislation.gov.uk Publishing System.

- 4.2 The Concessionaire will offer a range of options to install the SI Template on Users' machines, including providing instructions on how to install manually.
- 4.3 The Concessionaire will produce and maintain such supporting materials as are required to support Users of the SI Template, as approved by the Grantor. This will include, but not be limited to:
- (a) User guide;
 - (b) FAQs;
 - (c) Course materials;
 - (d) User friendly validation reports; and
 - (e) Training videos to address common errors identified by the Concessionaire or through user feedback
 - (f) The Concessionaire will provide support materials and feedback on common validation errors in Plain English or equivalent, as approved by the Grantor.
- 4.4 The Concessionaire will provide an SI Support Helpdesk to provide Users specifically with SI assistance. This will include the provision of a Validation Call Back service for Users.
- 4.5 The Concessionaire will ensure that if a user has requested support in Core Hours (8.30am to 17.30pm on all days except Bank Holidays) that request will be completed on the day of request, unless otherwise agreed with the user.
- 4.6 The Concessionaire will pass to the Grantor any negative feedback from Users of the SI Support Helpdesk for the Grantor to evaluate. Any Grantor-evaluated feedback that indicates a significant failure in the quality of service provision to Users (for example causing them delay in publishing legislation, or causing reputation risk for the Grantor) will be raised as a Priority Level 1 (P1) as set out in Schedule 3 Part B, paragraph 4.6.
- 4.7 The Concessionaire will ensure that staff operating the SI Support Helpdesk have experience and knowledge of Microsoft Word, CLML, the legislation.gov.uk Publishing System, the operation of the validation service, how to resolve all validation errors, Word2XML transformation, XML editing, carrying out transformation, and quality assuring structured documents.
- 4.8 The Concessionaire will provide Out of Hours SI Support if required and if the Concessionaire has received sufficient notice from the user.
- 4.9 The Concessionaire will raise with the Grantor any issues with validation that it believes are the direct result of issues or bugs in the legislation.gov.uk Publishing System, the SI Template or in Lawmaker.
- 4.10 The Concessionaire will raise with the Grantor any suggestions for improvement in pre

submission validation.

5 Training

- 5.1 The Concessionaire will ensure that the needs of the Users of the SI Template are understood and that Users are fully supported to use the SI Template and validation service.
- 5.2 This will include, as a minimum, the Concessionaire providing training courses to help drafters to learn how to use the SI Template and to refresh their knowledge when coming back to use the tool after a break.
- 5.3 The Concessionaire will also provide training courses to help SI drafters and submitters to learn how to use Lawmaker and to refresh their knowledge when coming back to use the tool after a break.
- 5.4 The Concessionaire will provide ten (10) one-day training sessions in London (or 20 half days, or a combination of both) for each year of this Agreement as set out in Schedule 6 (Financial Matters).
- 5.5 The Concessionaire will provide four (4) one-day training session to participants based in Belfast, Cardiff or Edinburgh for each year of this Agreement as set out in Schedule 6 (Financial Matters).
- 5.6 The Concessionaire will ensure that training is always provided by professional, accredited trainers with expert knowledge of Microsoft Word and the SI Template, and with expert knowledge of Lawmaker, and will ensure that Users have the opportunity to feedback on the training received at the end of each training session. This feedback will be collated by the Concessionaire and shared with the Grantor on a quarterly basis.

6 Ensuring valid CLML is produced post submission

- 6.1 The Concessionaire is responsible for ensuring that all source documents required to be published on www.legislation.gov.uk are successfully transformed into the CLML format, and then validated against the CLML Schema, so that they will publish valid CLML data through the legislation.gov.uk API.
- 6.2 This will largely happen automatically through the legislation.gov.uk Publishing System but where it does not, the Publishing Concessionaire will carry out all manual intervention as is necessary to produce valid CLML (i.e. validated against the CLML Schema), as part of the Legislation Publishing Services required under this Agreement. For example:
 - 6.2.1 Legislation drafted using tools such as Framemaker for UK Acts and Church Measures, the Word Template for Scottish Acts, the customised Word Template for dual language Welsh SIs and CLML produced by the Propylon Workbench for Acts of the Senedd Cymru and Northern Ireland Acts. While

initially submitted to the legislation.gov.uk Publishing System, each of these types of legislation has distinct transformation routines. Where necessary, the Concessionaire will undertake all of the manual intervention required to ensure valid CLML as part of the Legislation Publishing Services to be provided under this Agreement.

- 6.2.2 For Welsh SIs the Concessionaire will typeset the dual column print PDF from the two single column Word documents submitted to the Publishing System and check that valid CLML is produced.
- 6.2.3 The Concessionaire will carry out any manual intervention required to create paginated PDF outputs for print (with cover pages, crests, imprints and other requirements as set out in Annex 3 to this Schedule 2) and check that valid CLML is produced.
- 6.2.4 For Lawmaker, which is a data orientated drafting tool, the Concessionaire is required to document any transformation issues from AKN (LegalDocML) to CLML that is invalid against the CLML Schema, including mapping any recurring issues or problems, and to liaise with the Grantor's Lawmaker Service Team as required.
- 6.3 The Concessionaire is responsible for quality assuring the print pdf, prior to publishing, to ensure that it is the same as the Approved Version, with the addition of any interventions as specified in 6.2.3.
- 6.4 The Concessionaire will correct all text inconsistencies in the data, where the King's Printer PDF/Bound Volume is correct but there is an error in the underlying CLML.
- 6.5 The Concessionaire will raise with the Grantor any issues with transformation that it believes are the direct result of issues or bugs in the legislation.gov.uk Publishing System.
- 6.6 The Concessionaire must identify and correct any semantically incorrect CLML and where this has been produced by a drafter as a result of a current limitation in any of the legislation drafting tools, transformations or the validation service, the Concessionaire will suggest changes that would improve the quality of the CLML, for the agreement and approval of the Grantor.

7 Quality Assurance post publishing

- 7.1 The Concessionaire will check and quality assure the HTML output and the print and generated as enacted pdfs for publication on the legislation.gov.uk website.
- 7.2 The Concessionaire is responsible for checking and quality assuring that the text and formatting in published legislation and associated documents will match exactly:
 - (a) the text in the transformed Crown Legislation Mark-up Language;

- (b) the text and formatting in the rendered in HTML web pages;
- (c) the text in data supplied through the API;
- (d) the text and formatting in the print PDFs used for producing the print publications;
- (e) the text and formatting in the generated PDFs.

7.3 If the text inconsistencies are in the CLML, the Concessionaire will fix the inconsistencies.

7.4 If there are text or formatting inconsistencies in the HTML, print pdfs or generated pdfs, the Concessionaire will log the inconsistencies and raise a support call using the Platform Contractor's Service Desk, detailing document details, including year, number and legislation type; date error incurred; error description; cause of issue e.g. transformation error, incorrect tagging used.

8 Explanatory Notes

8.1 The Concessionaire is responsible for ensuring that all Explanatory Notes are consistent and correct, noting that there are currently different Word-based Templates in use for Explanatory Notes to Acts for each of the legislatures. Explanatory Notes are submitted by the government department responsible for developing the policies that the Bill that lead to the Act, and it can take time (days, often weeks) for the Explanatory Notes to be produced by the responsible department. The Concessionaire is responsible for ensuring that all Explanatory Notes are submitted correctly and consistently follow the correct styling for Explanatory Notes and for ensuring that valid Explanatory Notes HTML5 is produced.

9 Providing a typesetting service

9.1 The Concessionaire will offer a typesetting service for legislation documents which cannot be typeset by the drafter using an established template or drafting tool.

9.2 There are three scenarios in which additional typesetting is required.

- (a) the requirement to create the dual language print PDF versions of Welsh legislation;
- (b) the typesetting of legislation that contains non-standard formatting, layout or document structure, for example:
http://www.legislation.gov.uk/uksi/2016/362/pdfs/uksi_20160362_en.pdf; and
- (c) if authorised by the originating department, the Concessionaire will typeset as required to fix High Impact Errors and Low Impact Errors.

9.3 As required, the Concessionaire will typeset the dual language dual column print PDF for Welsh Statutory Instruments from the two Word source documents (one in English, one in Welsh) submitted through the legislation.gov.uk Publishing System. When typesetting the two column pages the Concessionaire will ensure that numbered paragraphs (regulations, rules and articles) are aligned horizontally on the page. The

Concessionaire will balance the text in the two columns to ensure that the legal content matches for each page of the instrument.

- 9.4 The Concessionaire will typeset the dual language facing page print PDF for Welsh Acts according to rules laid down by the Senedd Cymru. The Concessionaire will create the paginated Print PDF from the two pdf source documents (one in English, one in Welsh) provided by the Senedd Cymru.
- 9.5 In addition to the Legislation Publishing Charge set out in Schedule 6 (Financial Matters), the Concessionaire will charge the originator of the document a fee for typesetting as set out in Schedule 6.
- 9.6 The Concessionaire will produce proofs for Non-Templated legislation documents according to the following timelines
 - (a) Up to 16pp, first proof in 2 working days, revised proofs 2 working days;
 - (b) 17 – 64pp, first proof in 3 working days, revised proofs in 2 working days;
 - (c) 65 – 96pp, first proofs in 4 working days, revised proofs in 3 working days.
- 9.7 The Concessionaire will ensure any typeset document is transformed into valid CLML for publishing on legislation.gov.uk through the Publishing System no later than 3 working days after approval of document for publication.

10 Audit trail

- 10.1 The legislation.gov.uk Publishing System compiles and stores a full audit trail of all the publishing processes performed. The audit trail includes uniquely identified copies of every document at each major stage of the publishing process (the artefacts), uniquely identified processes or tasks that operate on those artefacts and uniquely identified agents (people or automated triggers) who initiate those processes.
- 10.2 The Concessionaire is responsible reporting to the Grantor any errors in the audit trail that are a result of bugs or issues with the legislation.gov.uk Publishing System.
- 10.3 Where the Concessionaire has carried out manual intervention, post publication, which requires documents to be removed and re-entered into the legislation.gov.uk Publishing System, it will manually update the audit trail so that all semi-automated, manual, or off-line processes are correctly captured. This will include who, what, why and when the manual intervention took place. If system changes are required to capture manual changes to the audit trail, the Concessionaire will raise this with the Grantor.

11 Data enrichment

- 11.1 The legislation.gov.uk Publishing System should carry out automated data enrichment but the Concessionaire is responsible for reporting to the Grantor any errors or omissions in the data enrichment service that are a result of bugs or issues with the legislation.gov.uk

Publishing System.

11.2 The Concessionaire will carry out manual data enrichment tasks where necessary, for example:

- (a) Manually identifying and suppressing citation mark-up if it will cause a broken link;
- (b) Adding citations where the pattern matching software does not detect them;
- (c) Re-formatting tables to comply with accessibility guidelines when the table does not use a single cell for each paragraph of text;
- (d) Ensuring that column and row spans are marked up correctly in tables; and
- (e) Checking that ALT text information is correctly added to images, and adding ALT text if none has been provided by the drafter, following the Grantor's editorial policy. ALT text can be added post publication within two months, unless otherwise agreed with the Grantor.

11.3 The Concessionaire will provide services to carry out manual data enrichment to the data produced by the legislation.gov.uk Publishing System transformation routines to fix errors identified by the Concessionaire or the Grantor with the quality, accuracy and completeness of enacted content.

12 Producing print and web optimised pdfs

12.1 The Concessionaire will use the legislation.gov.uk Publishing System to take the new legislation documents submitted for publication by the relevant Authority to:

- 12.1.1 produce and store the print ready PDF (at 1200 DPI), with an identifier, imprint, ISBN number, bar code, price, publisher's logo and any additional title page or blank pages required for a print paginated version, that can be used to print the legislation;
- 12.1.2 produce and store a web optimised version of the print PDF for publishing as the "original print PDF" on the legislation.gov.uk website, to specifications as approved by the Grantor;
- 12.1.3 create paginated PDF outputs for print (with cover pages, crests, imprints and other requirements as set out in Annex 3 to this Schedule 2). While the processes for creating paginated PDF outputs for print are largely automated through the legislation.gov.uk Publishing System, some of the legislation types to be published under this Agreement can also require some manual intervention and where this is the case, the Concessionaire will carry out all manual intervention required as part of the Legislation Publishing Services it provides under this Agreement.

12.1.4 For Welsh SIs the Concessionaire will typeset the dual column print PDF from
 Legislation Publishing Services Concession Agreement © Crown copyright 2023

the two single column Word documents submitted to the Publishing System.

- 12.1.5 The Concessionaire is responsible for checking and quality assuring pdfs prior to publishing.

13 Delivering to Publishing timelines

- 13.1 The Concessionaire will operate the legislation.gov.uk Publishing System to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the Senedd Cymru, Acts of the Northern Ireland Assembly and Church Measures) **in PDF format** on the legislation.gov.uk website as follows:

- 13.1.1 within 1 working hour after approval of document for publication through the legislation.gov.uk Publishing System: or
- 13.1.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.

- 13.2 The Concessionaire will operate the legislation.gov.uk Publishing System to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the Senedd Cymru, Acts of the Northern Ireland Assembly and Church Measures) as valid CLML **through the legislation.gov.uk API and as HTML** on the legislation.gov.uk website as follows:

- 13.2.1 as soon as possible and no later than 3 working days after approval of the document for publication through the legislation.gov.uk Publishing System, or;
- 13.2.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.

- 13.3 The Concessionaire will operate the legislation.gov.uk Publishing System in conjunction with its own print publishing capability to **print** primary and secondary legislation (excluding non-print Statutory Instruments, non-print Scottish Statutory Instruments and non-print Northern Ireland Statutory Rules) according to the title specifications detailed in Annex 3 to this Schedule 2 and the print requirements given here as follows:

- 13.3.1 no later than 3 working days after approval of document for publication through the legislation.gov.uk Publishing System, or;
- 13.3.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.

- 13.4 The Concessionaire will operate the legislation.gov.uk Publishing System to publish UK Statutory Instruments, Welsh Statutory Instruments (single column versions), Scottish Statutory Instruments and Northern Ireland Statutory Rules **in PDF format** on the legislation.gov.uk website as follows:

- 13.4.1 within 1 working hour after approval of document for publication through the

Publishing System, or:

- 13.4.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.
- 13.5 The Concessionaire will operate the legislation.gov.uk Publishing System to publish Statutory Instruments (except non-print SIs and Welsh SIs), Scottish Statutory Instruments and Northern Ireland Statutory Rules drafted on the SI Template with no more than minor impact errors as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as follows:
 - 13.5.1 as soon as possible and no later than 1 working day after approval of document for publication through the legislation.gov.uk Publishing System, or;
 - 13.5.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.
- 13.6 The Concessionaire will operate the legislation.gov.uk Publishing System to publish Non-Templated SIs and Welsh SIs (i.e. not produced on the SI Template or via Lawmaker) as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as follows:
 - 13.6.1 as soon as possible and no later than 5 working days after approval of document for publication through the legislation.gov.uk Publishing System, or;
 - 13.6.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.
- 13.7 The Concessionaire will operate the legislation.gov.uk Publishing System to publish correctly templated associated documents (Explanatory Notes, Explanatory Memoranda, Policy Notes, Impact Assessments, Tables of Origin and Destination and all other associated documents as required by the Grantor to be published) in PDF format on the legislation.gov.uk website as follows:
 - 13.7.1 within 1 working hour after approval of document for publication through the legislation.gov.uk Publishing System, or;
 - 13.7.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later.
- 13.8 The Concessionaire will operate the legislation.gov.uk Publishing System in conjunction with its own print publishing capability to print correctly templated Explanatory Notes (for UK Public General Acts, Acts of the Scottish Parliament, Acts of the Senedd Cymru for Wales, Acts of the Northern Ireland Assembly) and the Explanatory Memoranda for Northern Ireland Orders in Council according to the title specifications detailed in Annex 3 to this Schedule 2 and the print requirements given here as follows:

- 13.8.1 no later than 3 working days after approval of document for publication through the legislation.gov.uk Publishing System, or;
- 13.8.2 according to the date and time specified by the relevant Authority (recorded as part of submitting the document for publication) where that is later. The costs of typesetting services under this Paragraph 13.8 will be as defined in Schedule 6.

14 Corrections Services post publishing

- 14.1 The Concessionaire is responsible for publishing minor corrections to legislation and for making all data corrections for authorised amendments and Correction slips and publishing them as specified in this Section 14.
- 14.2 Legislation documents can contain minor mistakes that need to be remedied, either through:
 - 14.2.1 A full corrective reprint. The Concessionaire is responsible for publishing the corrective reprint online and in print and re-issuing the whole document and sending a replacement hard copy to purchasers of the original. The Concessionaire will distribute Corrective Reprints free of charge to all known recipients of the printed legislation and, in the case of secondary legislation, charge the originating government department for the costs incurred (the printing and delivery costs) as set out in Schedule 6 (Financial Matters).
 - 14.2.2 A correction slip. The Concessionaire will receive the correction slip as a Word Document from the Grantor. The Concessionaire will then add the imprint and ISBN as part of its publishing process and will publish it as a PDF on legislation.gov.uk within three days of receipt of the approved document from the Grantor (with links from the new legislation page and with the "Print PDF" on the website). The Concessionaire will print the Correction Slip and send a copy to anyone who purchased hard copies of the original document, and will ensure that the Correction Slip is provided alongside the printed legislation when sold in future, for example through Print on Demand. The Concessionaire will charge the originating government department a fee for issuing a Correction Slip as set out in Schedule 6.2. The Concessionaire is responsible for checking out the as enacted data from the legislation.gov.uk Editorial System, making the amendment, checking the document back in, publishing the change, and checking the audit trail.
 - 14.2.3 An authorised amendment, which requires the Concessionaire to change the data on legislation.gov.uk but which does not affect the print PDF or Annual Bound volumes and does not require a formal correction slip to be published. The Concessionaire is responsible for checking out the as enacted data from the

legislation.gov.uk Editorial System, making the amendment, checking the document back in, publishing the change, and checking the audit trail.

- 14.3 The Concessionaire will produce a corrected version of the Print PDF with the corrections applied, which is used to produce the Annual Bound Volumes or Annual Editions.
- 14.4 For, Print on Demand the Concessionaire will use the original King's Printer pdf and ensure it is sent out with the correction slip, or send the full corrective reprint if one has been produced.
- 14.5 The Concessionaire will incorporate corrections received into the database that generates Print on Demand copies and the annual bound volumes and will maintain a full audit trail of all changes.
- 14.6 Where errors are found in the copy of Explanatory Notes (to Acts of any jurisdiction) or Explanatory Memoranda to Northern Ireland Orders in Council, the Grantor authorises corrections and provides them electronically to the Concessionaire. The Concessionaire will ensure that these are incorporated into the database that generates Print on Demand copies.

15 Producing and supplying bibliographic information about the publications

- 15.1 The Concessionaire will compile bibliographic information about the publications according to the International Standard Bibliographic Description.
- 15.2 The Concessionaire will verify that bibliographic information is accurately captured and stored as metadata in the legislation.gov.uk Publishing System. This will include, but not be limited to, the following information about each document, where relevant:
 - (a) Type, year, number, title
 - (b) ISBN
 - (c) Subject headings
 - (d) Made, Laid and Coming into Force dates
 - (e) Series
 - (f) General/Local
- 15.3 The Concessionaire will ensure the accuracy and quality of the bibliographic information in each record, including the bibliographic information published in the Daily List.
- 15.4 The Concessionaire will supply the publications and the bibliographic information to the legal deposit libraries as part of fulfilling its legal deposit obligations as set out in Section 19 of this Schedule.
- 15.5 The Concessionaire will provide an experienced bibliographic team who will compile bibliographic information about the publications according to the AACR2 (Anglo-American

Cataloguing Roles, 2nd edition) which is consistent with the International Standard Bibliographic Description.

16 Issue list

- 16.1 The Concessionaire will prepare and publish a Daily Issue List of newly published legislation containing at least the type of legislation, number, short title and date/s of issue.
- 16.2 The Concessionaire will make list information available as structured data for parsing and ingestion by the editorial system.

17 Hardcopy (print) publishing

- 17.1 The Concessionaire recognises and accepts that there are both prerogative and statutory requirements on the King's Printer of Acts of Parliament and the King's Printer for Scotland, who is also the Keeper of Public Records and Chief Executive of The National Archives, which are fulfilled by the Concessionaire under the terms of this Agreement.
- 17.2 The Concessionaire is responsible for ensuring that any special print or finishing requirements are met, for example printing in colour, fold outs and so on.
- 17.3 Not all legislation published on legislation.gov.uk is required to be printed but where there is a requirement to print, the Concessionaire will fulfil this requirement under the terms of this Agreement.
- 17.4 Legislation that the Concessionaire must print includes, but is not limited to, the following:
 - (a) New Primary and Secondary legislation for all UK Parliaments and Assemblies, including Church Measures;
 - (b) Explanatory Notes for all Primary legislation (including Explanatory Memoranda for Northern Ireland Orders in Council);
 - (c) Tables of Origin and Destination;
 - (d) Annual Bound Volumes of Primary and Secondary UK legislation;
 - (e) Chronological Tables of Statutes;
 - (f) Chronological Tables of the Statutory Rules of Northern Ireland;
 - (g) Cumulative Supplement to the Statutes Revised of Northern Ireland; and
 - (h) Correction Slips.
- 17.5 The Concessionaire will provide a printing service which will be able to receive official print quality PDFs from the Publishing System API.
- 17.6 The Concessionaire will ensure that all printed copies comply with the print specifications set out in Annex 3 to this Schedule 2. Any changes to these print specifications must be approved by the Grantor before any change is implemented.

- 17.7 The Concessionaire is required to make some manual interventions prior to publishing – to add covers, ISBNs, barcodes, imprints and copyright notices, the Coat of Arms for the appropriate jurisdiction and publisher details. These requirements are set out in Annex 3 to this Schedule 2.
- 17.8 The Concessionaire will produce print copies according to the publishing timings set out in Section 12 of this Schedule 2 unless government Users specify a later publishing time through the [legislation.gov.uk](https://www.legislation.gov.uk) Publishing System.
- 17.9 The Concessionaire will also comply with the additional publishing information provided by Government Users via the Publishing System upon submission of new legislation for publishing as follows:
- (a) Whether the instrument needs to be published in colour;
 - (b) Whether large images should be published as fold-outs;
 - (c) Whether the instrument is being issued with a free of charge headnote;
 - (d) Special publication instructions (free text);
 - (e) Delivery address;
 - (f) Special delivery/invoice instructions (free text);
 - (g) Quantity;
 - (h) Account code; and/or
 - (i) Purchase order number.
- 17.10 For new legislation, the Concessionaire will make print ready PDFs available via the Publishing System.
- 17.11 The Concessionaire will quality assure print products at all stages of production.

18 Sales, order processing and distribution

- 18.1 The Concessionaire will ensure that all publications to be published under this Agreement are available for general sale via subscription or standing order, direct sales, distribution by commercial retailers or any other distribution channel that the Concessionaire deems viable.
- 18.2 The Concessionaire will fulfil all orders for printed legislation and any ad hoc requests for print copies through a Print on Demand service as specified in Section 23 of this Schedule.
- 18.3 The Concessionaire will be solely responsible for all aspects of order processing and fulfilment, including:
- (a) The retrieval of publishing data from the Publishing System for integration with an invoicing and order processing system to ensure 100% accurate order management

and distribution;

- (b) The maintenance and processing of standing orders and subscription services;
- (c) Processing changes of address and other amendments and cancellations, including urgent requests for changes;
- (d) Maintaining lists of customers registered for all standing order categories and for subscriptions, in line with Data Protection laws;
- (e) The distribution of printed copies both directly and via retail outlets;
- (f) Investigating any claims of non-receipt or damage in transit, and replacing copies if necessary;
- (g) Ensuring that standing orders and subscriptions are dispatched within one working day of print publication;
- (h) Any agreements with commercial retailers or other third parties; and
- (i) Estimating optimum print runs, handling reprints, and managing stocks.

19 Customer service and customer complaints

- 19.1 The Concessionaire will ensure that it has the capability to provide customer service support for all customers and that its customer care is provided by appropriately trained and experienced agents within its call centre.
- 19.2 The Concessionaire will handle all customer enquiries to provide information on the titles published, their price and availability, and how to order and will handle all complaints related to print production and print sales.
- 19.3 The Concessionaire's contact centre will be available as a minimum from 8:00 to 18:00 Monday to Friday, excluding bank holidays.
- 19.4 The Concessionaire will ensure an automated response is sent to customer queries received via email to confirm receipt.
- 19.5 The Concessionaire will manage all customer queries received and will provide to the Grantor customer service data on volumes and types of query received as part of the management information required under Schedule 5 (Reporting)..
- 19.6 The Concessionaire will accept payment via all major credit/debit cards, cheque, BACS or via a pre-authorised invoicing account, or as otherwise agreed with the Grantor.
- 19.7 The Concessionaire will ensure that all payments are securely processed regardless of the sales channel used.
- 19.8 The Concessionaire will process requests for new standing orders, account amendments and cancellations within two working days of receipt of the request, and will process urgent

requests made by phone immediately.

- 19.9 The Concessionaire will document their Customer Complaints procedure and submit it to the Grantor for approval 28 days from the commencement of this Agreement for approval. If not approved, the Concessionaire will revise and re-submit for approval to the Grantor within 10 working days.
- 19.10 The Concessionaire will respond to Complaints within one working day, and resolve them within three working days.
- 19.11 The Concessionaire will provide to the Grantor, on request, statistics of complaints received regarding publication and order fulfilment
- 19.12 The Concessionaire will handle enquiries and complaints by phone, email, post, social media, and Textphone.

20 Record copies

- 20.1 The Concessionaire will manage the Legal Deposit of legislation sending one copy of each legislation document, in a format agreed with the organisation and approved by the Grantor, to the following organisations:
 - (a) The British Library;
 - (b) University of Oxford;
 - (c) University of Cambridge;
 - (d) National Library of Scotland;
 - (e) Trinity College Library;
 - (f) National Library of Wales; and
 - (g) The Library of Queens University, Belfast (Northern Ireland legislation only).
- 20.2 In the case of libraries which are entitled to copies only on specific claim, the Concessionaire will send copies automatically without libraries needing to claim them. These copies should be sent on at least a weekly basis and within one month of publication – one copy for the British Library and one each for the other five legal deposit libraries;
- 20.3 The Concessionaire will send a deposit copy of every Northern Ireland Order in Council and every Explanatory Memorandum to a Northern Ireland Order in Council to the Library of Queen's University, Belfast. (see current guidance at: <http://www.nationalarchives.gov.uk/documents/legal-deposit-guidance-note-revised-jan-2009.pdf>; and
- 20.4 The Concessionaire will ensure that electronic copies of all legislation that is published but not printed (e.g. Non-print Statutory Instruments) are sent to the legal deposit libraries.

20.5 The Concessionaire will make arrangements for copies to be delivered free of charge as follows:

Legislation	Amount and delivery
Northern Ireland Orders in Council	2 Principal Copies to the Privy Council (one signed and one unsigned).
Acts of Senedd Cymru	Minimum of 1 record copies of every Act to the Welsh Parliament (a second will be provided on request)
UK, Welsh and Scottish Orders in Council or Orders of Council	2 Principal Copies to the Privy Council (one signed and one unsigned, referred to as “blues”) which are included in the allocation of up to 3 free SIs provided to Departments
Acts of the Scottish Parliament	2 copies to the Keeper of Records of Scotland, plus a copy of the title page (blank on reverse), the first two pages of the Table of Contents and the last page of the Act (blank on reverse)
Acts of the Northern Ireland Assembly	2 copies that are signed by the Presiding Officer if requested, to be produced on parchment archive quality paper and these are signed by the Presiding Officer before the main print run is started (in all other cases the record copies are produced after the general print runs).

20.6 Copies for the Grantor (provided and delivered free of charge) as follows:

- (a) A copy of selected printed legislation, including Correction Slips and Explanatory Notes, to be sent following the routine print runs;
- (b) One copy of the Annual Chronological Tables of Statutes; and
- (c) One copy of each set of the Annual Bound Volumes and Editions.

20.7 One copy of new Statutory Instruments, Scottish Statutory Instruments or Northern Ireland Statutory Rules will be provided and delivered free of charge, on request, to the Sponsor Department. Additional copies will be charged to the Sponsor Department at 50% of the cover price.

21 Bound volumes

- 21.1 The print requirements to be delivered by the Concessionaire under this Agreement include the creation, publication, sale and distribution of the annual editions of Secondary legislation and the bound volumes of Primary legislation for all jurisdictions.
- 21.2 The number of volumes in an annual set will vary based on the amount of legislation published that year, with each set containing copies of all legislation published that year set out chronologically.
- 21.3 The Concessionaire will prepare the PDF for each document required for publication, with amendments to incorporate changes by correction slips or authorised amendments, during the course of the year.
- 21.4 The Concessionaire will carry out the additional manual interventions for each Volume type as set out in Annex 3 to this Schedule 2.
- 21.5 The Concessionaire will prepare, print and distribute the Annual Bound Volumes and Annual Editions to the following timetables:
 - (a) The production of the previous year's Annual Editions and Bound Volumes should start in the second quarter of each calendar year; and
 - (b) Production should be completed, with Annual Editions and Bound Volumes available for sale by the end of the third quarter of each calendar year.
 - (c) Chronological Tables should be completed and available for sale by the end of the fourth quarter of each calendar year.
- 21.6 The Concessionaire will make Bound Volumes and Annual Editions available in print for the expected life of the publications – the minimum retention period of these publications is four years. Printed copies after this period can be provided by the Concessionaire if there is a demand for them. During the Agreement period the Concessionaire will provide printed copies when requested by a customer.
- 21.7 The Concessionaire will complete any backlog of publications of Annual Bound Volumes and Annual Editions to deadlines approved by the Grantor.
- 21.8 The Concessionaire will ensure that all processes for the production of Annual Bound Volumes and Annual Editions are documented, and that this documentation is kept up-to-date and made available to the Grantor.

22 Chronological tables

- 22.1 The Concessionaire will produce the Chronological Tables of Statutes annually to the specifications set out in Annex 3 to this Schedule 2. The Chronological Tables of Statutes will list every Public General Act and the Acts of Parliament of Scotland, The Acts of the Scottish Parliament, and the Church Assembly and Synod Measures, and to indicate

whether each Act or Measure has been repealed or amended by later legislation.

- 22.2 The Concessionaire will also produce annually the Chronological Tables of the Statutes of Northern Ireland and the Cumulative Supplement to the Statutes Revised of Northern Ireland. To facilitate this, the Concessionaire will be given copy created by the Northern Ireland Statutory Publications Office.
- 22.3 The Concessionaire will print, make available for sale and distribute new editions of the Chronological Tables and Cumulative Supplements.
- 22.4 For the Chronological Table of Statutes, the Concessionaire will:
- (a) Create and typeset covers and preliminary pages;
 - (b) Convert Word files into Print PDFs;
 - (c) Quality assure the output against the effects data in the legislation.gov.uk Editorial System; and
 - (d) Ensure the consecutive numbering of pages through all volumes
- 22.5 The Concessionaire will ensure that all processes for the production of Chronological Tables are documented, and that this documentation is kept up-to-date and made available to the Grantor.
- 22.6 The timetables for delivery of the Chronological Tables is as set out in Paragraph 21.5 of this Schedule.

23 Accessibility

- 23.1 The Concessionaire will comply with current accessibility guidelines as set out on [www.gov.uk](https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats#providing-accessible-formats) (<https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats#providing-accessible-formats>). This will include ensuring that print publications are made available on demand in alternative formats such as Braille, large print, easy read and audio editions.
- 23.2 Where alternative formats are required, the Concessionaire will obtain quotations for providing the format required, for the approval of the Grantor.
- 23.3 The Concessionaire will ensure that deaf, hard of hearing and speech-impaired customers must be able to place orders and make other enquiries or complaints to the Customer Service Team.

24 Print on demand

- 24.1 The Concessionaire is required to print and supply any item of legislation to any customer on demand where it is able to source or create a print quality PDF.
- 24.2 The Concessionaire will fulfil ad hoc requests for print copies by providing a print on demand facility. This facility will include the supply of any printed publication including the Legislation Publishing Services Concession Agreement

back catalogue of legislation documents which are not currently on legislation.gov.uk, to be printed to 1200 dpi.

- 24.3 The Concessionaire will use best endeavours to ensure that documents that are requested through the Print On Demand service and that are not currently available on legislation.gov.uk are sourced, captured and published on legislation.gov.uk.
- 24.4 The Concessionaire will produce CLML versions of Print of Demand documents where possible.
- 24.5 If a customer requires black and white documents through the Print On Demand service, the Concessionaire will dispatch them the following working day.
- 24.6 If a customer requires colour documents through the Print On Demand service, the Concessionaire will dispatch them within 48 hours.

25 Working in collaboration

- 25.1 The Legislation Publishing Services delivered under this concessionary Agreement do not operate in isolation. The Concessionaire is required, under this Agreement, to work collaboratively with the Grantor's Publishing team, the legislation.gov.uk Service Owner, the Grantor's Lawmaker Service Team, the legislation.gov.uk Platform team, and with external stakeholders and contractors if required by the Grantor, on any activities which impact the legislation publishing process.
- 25.2 The Concessionaire will work closely with the Grantor's publishing team to ensure that legislation is published accurately and to the deadlines set out in this Agreement. The Concessionaire will advise the team of any feedback it receives from originating departments regarding the publishing process, or the legislation.gov.uk Publishing System, and will liaise with the Grantor's publishing team regarding any expedited publishing requirements that require out of hours support from the Concessionaire.
- 25.3 The Grantor will advise the Concessionaire of any substantial increases in publishing volume if it is made aware of it by originating departments, or as a consequence of potential or actual policy change, to enable the Concessionaire as much notice as possible to plan and prepare for such workload increases.
- 25.4 The Concessionaire will liaise with the Grantor's Lawmaker Service Team to provide feedback on Lawmaker SIs that are published through the legislation.gov.uk Publishing System if these cause issues with validation or publishing to the timelines set out in the Agreement.
- 25.5 If the Concessionaire has requests for maintenance or development work that it believes would improve its ability to provide Publishing Services as set out under this Agreement, it will raise them through the governance mechanisms set out in Schedule 4 (Governance) or directly with the Grantor's Publishing Services Manager.

- 25.6 The Concessionaire will be notified by the legislation.gov.uk Platform contractor of any service disruption (planned or unplanned) to the legislation.gov.uk Publishing system. If the Concessionaire believes that any notified service disruption will prevent it from meeting the publishing deadlines set out in Section 12 of this Schedule, it must notify the Grantor immediately.
- 25.7 If the Concessionaire experiences any issues with operating the legislation.gov.uk Publishing System that it has not been notified about but that are interrupting, or are likely to interrupt, its provision of any the Publishing Services set out in this Agreement, the Concessionaire will raise a support call directly through the Platform Contractor's Service Desk, using the Priority Levels set out in Schedule 3 (Performance Management and Service levels), making sure that the Grantor's Publishing Services Manager is added to any support calls raised in this way. The Concessionaire will liaise with the Grantor's publishing team and Platform Contractor as required to resolve the service disruption, for example by participating in User Acceptance Testing (UAT) of any changes made to the legislation.gov.uk Publishing System, or by attending Platform Contract governance meetings as requested by the Grantor.
- 25.8 The Concessionaire will liaise with drafters and submitters of legislation as required to deliver the Legislation Publishing Services set out in this Agreement, and may be requested by the Grantor to attend service user meetings.

26 Discretionary Investment

- 26.1 The Grantor may agree with a request for additional maintenance or development work under paragraph 24.5 that is to the benefit of the Concessionaire on the condition that the work is fully funded by the Concessionaire as a Discretionary Investment Project.
- 26.2 The Concessionaire will provide the Grantor's Publishing Services Manager, the legislation.gov.uk Service Owner and, when directed by the Grantor, any relevant Grantor contractor, with detailed written requirements for the proposed Discretionary Investment Project.
- 26.3 If the project proposal is approved by the Grantor, Discretionary Investments Projects will be paid for by the Concessionaire on a time and materials basis.
- 26.4 The Concessionaire must make relevant resources available to the Grantor for the duration of the Discretionary Investment Project as required.
- 26.5 The Grantor will consult the Concessionaire before approving the release of any Discretionary Investment Project development to the legislation.gov.uk Platform. The Concessionaire must ensure that all testing and feedback is completed in line with the Grantor's release schedule.

- 26.6 The Concessionaire will pay for Discretionary Investment Projects using the charging

mechanism in Schedule 6.1

Schedule 2, Annex 1: Official publishing processes

1 Statutory publishing processes

- 1.1 The Legislation Publishing Concessionaire will operate the Legislation Publishing Services set out in Schedule 2 of this Agreement with due consideration of the wider context of legislation drafting, registering and publishing, of which the Legislation Publishing Services are an integral part.
- 1.2 The Legislation Publishing Services provided by the Concessionaire enable the Grantor, in its capacity as the King's Printer of Acts of Parliament, the King's Printer for Scotland and the Government Printer for Northern Ireland, to deliver its statutory and prerogative requirements to officially publish legislation and associated documents on behalf of the UK and Scottish Parliaments, The Senedd Cymru, the Northern Ireland Assembly, and the Governments of the four nations
- 1.3 The publishing concessionaire is responsible for publishing an authoritative representation of what was drafted, and making it available to be read both online and in print as soon as possible after making. The legislation publishing process has been developed to capture new legislation from source, convert it into valid Crown Legislation Markup Language (CLML), which can then be transformed into different formats for consumption and reuse.
- 1.4 The Legislation Publishing Services provided under contract are part of a whole service covering the end-to-end process from drafting legislation through to new legislation being available online and in print. This involves elements of user support (where the user is a legislation drafter), typesetting and quality control, as well as print publishing, sales and order fulfilment. The publishing service is delivered through a combination of the Grantor's in-house expertise (a publishing team who use the publishing system to register statutory instruments) and Legislation Publishing Services provided by the Concessionaire who is authorised to use the legislation.gov.uk Publishing System to publish legislation and accompanying documents online and in print).
- 1.5 The publishing process works as follows:
 - 1.5.1 **Legislation drafting.** Most new legislation starts with a drafting team based in a Government department. In the case of primary legislation, the legislative process involves a Bill (a proposed Act), initially drafted by the Government (or an individual MP in the case of Private Members Bills) which passes through various stages in the relevant Parliament, Assembly or Senedd, undergoing a range of amendments until the final version is agreed, passed, and receives Royal Assent. Primary legislation is currently drafted using a variety of different tools supplied and maintained by drafters within their own IT services (the Propylon legislative workbench or Framemaker, for example). Increasingly though, primary legislation

is drafted using Lawmaker, which is an XML-based document authoring and management tool with the ability to produce print-ready PDFs and handle the parliamentary amendment process.

- 1.5.2 Secondary legislation is made under powers created under primary legislation, for example granting a particular Secretary of State the authority to create regulations in relation to a specific area of law. Secondary legislation mainly comes in the form of Statutory Instruments, and is mainly drafted by lawyers within Government departments using the SI Template (a Word-based template, which is provided and maintained under contract by The National Archives), though some departments are now using Lawmaker. In the medium to long term we anticipate all legislation being drafted on Lawmaker, as older legacy tools, such as the SI Template, are retired.
- 1.5.3 **Validation pre and post submission** All documents produced in CLML require validation against the CLML Schema before they are published, to ensure that they will publish correctly online and in print. If a document fails, the Concessionaire must investigate why, and manually intervene if required to ensure CLML that validates against the CLML Schema is published. This requires a two stage validation process:

- 1.5.3.1 **Pre submission** Documents that are produced using the SI Template are validated pre-submission using the legislation.gov.uk Publishing System validation tool to check whether the document is likely to produce valid CLML. Documents usually pass pre submission validation automatically, as the SI Template contains a large rule set for Word documents that provides a high degree of certainty that valid CLML will be produced. Sometimes, though, they will fail validation with Low Impact Errors (which are largely formatting errors that do not impact the text). The Concessionaire can amend these for departments if authorised to do so. Sometimes the document fails with High Impact Errors that only the originating department is authorised to correct. In this instance the documents are either returned to the department, and then re-submitted or the Sponsor Department authorises the Concessionaire to make the changes on their behalf. Many SI drafters will use the validation service multiple times during the initial drafting of an SI, to avoid delays upon final submission (which may require tight turn-around times), and will contact the Concessionaire or the Grantor' publishing team for assistance if early validation identifies any issues. Legislation (both primary and secondary) made using

Lawmaker should transform automatically, as the tool's pre-submission validation rules are developed to align with the legislation.gov.uk schema, though in the short term the Concessionaire may be required to liaise with the Grantor's Lawmaker Service Team. Documents submitted on legacy software (Framemaker, pdfs or Word documents) cannot be validated through the legislation.gov.uk Publishing System, and require validation offline by the Concessionaire. Any documents not produced on the SI Template or Lawmaker require the Concessionaire to create print ready pdfs –manually adding in logos, ISBNs, cover pages, imprints and so on.

1.5.3.2 Validation against the CLML Schema, post-submission Once submitted documents have been validated and submitted through the legislation.gov.uk Publishing System, they are transformed into CLML. The Concessionaire is responsible for ensuring that all CLML produced is validated against the CLML Schema prior to publishing, and for manually correcting the CLML if this is required.

- 1.5.4 Submission** Government departments and other authorised organisations submit legislation and accompanying documents for registration and publishing through the legislation.gov.uk Publishing System. The system takes documents drafted using the variety of different tools currently being used across governments and parliaments.
- 1.5.5 Registration** Once validated, our in-house publishing team uses the legislation.gov.uk Publishing system to register statutory instruments and associated documents prior to publishing. Registration is the point at which an SI is assigned its official unique number.
- 1.5.6 Laying** Some statutory instruments are required to be laid before Parliament before they can be published, to support various Parliamentary procedural requirements. Officials in the relevant laying offices use a dashboard on legislation.gov.uk Publishing to record when an SI has been laid, and this confirmation triggers the publishing process. As a general rule SIs that have to be laid are never published before the laid date, though there are exceptions – emergency Coronavirus legislation was published before it was laid, as a matter of necessity.
- 1.5.7 Publishing** Finally, legislation documents are published online and in print, to specified deadlines, which cannot be missed. This includes publishing Primary legislation (e.g. UK Public General Acts, Acts of the Scottish Parliament, Acts of

the Northern Ireland Assembly and Acts of Senedd Cymru, Acts of the Northern Ireland Assembly and Church Measures) and Associated Documents (Tables of Origins and Destinations, , Impact Assessments and correction slips); secondary legislation (e.g. UK Statutory Instruments, Scottish Statutory Instruments, Wales Statutory Instruments, Northern Ireland Statutory Rules); and Associated Documents (Explanatory Memoranda, Impact Assessments). Explanatory Notes and Correction slips are also published online and in print by the Concessionaire. The Concessionaire is responsible for producing Explanatory Notes in XML (ENML) and for checking all Ens against a checklist prior to publishing. Correction slips are provided to the Concessionaire, who corrects the CLML as required prior to publishing.

Schedule 2, Annex 2: the legislation.gov.uk Publishing System

1 Operating Legislation Publishing Services using the legislation.gov.uk Publishing System

- 1.1 The Concessionaire is authorised to use the legislation.gov.uk Publishing System to officially publish UK legislation documents and associated documents. The legislation.gov.uk Publishing System is part of the legislation.gov.uk Platform, which is described below.

2 The legislation.gov.uk platform

- 2.1 **The legislation.gov.uk website** (<http://www.legislation.gov.uk/>) which provides public access to legislation, both as originally enacted, and in a revised form, as well as open data through an API.
- 2.2 **legislation.gov.uk Editorial** (<https://editorial.legislation.gov.uk/>) used to edit and update legislation by our in-house team, and experts from across government, academia and the commercial sector.
- 2.3 **legislation.gov.uk Publishing** (<https://publishing.legislation.gov.uk/>) is used by people working for other government departments to validate and register statutory instruments and associated documents, and to manage the publication of all Primary and Secondary legislation from all UK Parliaments, Governments and Assemblies.
- 2.3.1 The legislation.gov.uk Publishing System manages various workflows and processes for the publication of new legislation as documents and data. It has 3,500 Users, of which the majority are drafters of secondary legislation across the UK's government departments. The Legislation Publishing System is a business-critical system for government. The ability to make new legislation, including emergency legislation, is dependent on this service.
- 2.3.2 The service allows government Users to submit newly drafted legislation and accompanying documents for publication. It manages the processes of verifying that the documents are valid and conform to necessary standards. The system takes documents drafted using a variety of different tools, transforms the content to Crown Legislation Mark-up Language (CLML, a form of XML), and prepares the documents for publication in print and online. It also ensures all required publishing information is recorded, controls the publishing workflow, and maintains the publishing audit trail tracking documents as they pass from government department submitters, to the Grantor's registration team and finally to the contractor for publication. The Publishing site also hosts documentation, guidance and templates for Users who draft or process secondary legislation or accompanying documents. Government departments, and other authorised

organisations, draft legislation using a variety of different commercial and bespoke tools. Some primary legislation is currently drafted using tools supplied and maintained by drafters within their own IT services. Increasingly, primary legislation in Westminster and Scotland, is drafted using Lawmaker, which is an XML-based document authoring and management tool, provided and maintained by Grantor under a separate contract, with the ability to produce print-ready PDFs and handle the parliamentary amendment process.

- 2.3.3 Secondary legislation is currently largely drafted using the SI Template (a Word-based template, which is provided and maintained under the Platform contract), with some departments using Lawmaker. In the medium to long term all legislation will be drafted on Lawmaker, as older legacy tools, such as the SI Template, are retired.
- 2.3.4 The SI Template is a complex, customised, Microsoft Word template developed and maintained by the Platform Contractor and owned by the Grantor.

3 The legislation.gov.uk Publishing System

- 3.1 The legislation.gov.uk Publishing System manages and automates or semi-automates the production processes for all types of new UK legislation and manages and automates the production of many of the outputs required to be delivered under this Agreement.
- 3.2 The legislation.gov.uk Publishing System manages the timing for publishing new legislation ensuring all conditions are met before a new document is issued on legislation.gov.uk.
- 3.3 The legislation.gov.uk Publishing System includes the SI Template, a Microsoft Word based template owned and maintained by the Grantor, and used by secondary legislation drafters in the UK and Northern Ireland.
- 3.4 Legislation drafted using the SI Template, such as typical UK Statutory Instruments (without separate fold-outs or colour maps), Scottish Statutory Instruments and Northern Ireland Statutory Rules can be fully processed by the Publishing System, which automatically manages the conversion of the document into CLML for publication on legislation.gov.uk and the creation of the print PDF complete with additional blank pages, imprint, ISBN number, barcode, price, publisher's logo and other details.
- 3.5 The SI Template handles a range of formatting differences found between different types of secondary legislation, and is also used in the production of Welsh SIs and can support the Welsh language.
- 3.6 The SI Template enables drafters of legislation to produce legislation documents in Word using the correct Word styles for subsequent automatic transformation to XML.
- 3.7 The automatic conversion to CLML usually succeeds for SI Templated documents that

validate against the rules which are used to check the documents but sometimes there are errors which require manual intervention by the Concessionaire.

- 3.8 Legislation drafted using other tools, such as Framemaker for UK Acts and Church Measures, the Word Template for Scottish Acts, the customised Word Template for dual language Welsh SIs and the Open Document format produced by the Propylon Workbench for Acts of the Senedd Cymru and Northern Ireland Acts can only be partially processed by the legislation.gov.uk Publishing System.
- 3.9 The legislation.gov.uk Publishing System has a validation service for documents drafted using the SI Template and manages the conversion of documents drafted using the SI Template from Word to XML, in the CLML format.
- 3.10 The drafter's selection of styles can be checked against a set of rules in a validation process that is part of the Publishing System and that SIs and SRs need to be checked by the Users against these rules before the instruments are made into law and submitted to the SI Registrar for registration and publication and that this maximises the likelihood that those documents can be automatically converted to XML.

4 Platform technology approach overview

- 4.1 The technology choices and the technical architecture of the legislation.gov.uk Platform have been driven by various considerations: the constraints and difficulties of the content, the need for flexibility so the Platform can continually evolve to better meet Users' needs and a changing legislative landscape, the need for portability, and a strong commitment to open standards.
- 4.2 Legislation documents are mixed content with very complex structures, behaviours and relationships, including the ability to amend each other and change over time, and read differently in different parts of the UK. Representing these accurately, and in a way that allows Users to navigate them successfully online, has required careful modelling and handling, which legislation.gov.uk manages using technologies from the XML stack. Crown Legislation Markup Language has been developed to provide a comprehensive encoding for UK legislation in XML, validating to a bespoke legislation Schema. More recently transformations have been developed from CLML to LegalDocML (Akoma Ntoso) and HTML5. The schema also ensures that all legislation documents are aligned with the legislation.gov.uk URI pattern, which allows the identification of individual components of a piece of legislation, including different point-in-time and data format versions, to be identified at a very granular level.
- 4.3 Metadata is encoded either using XML (e.g. the audit trail in legislation.gov.uk Publishing System) or RDF (e.g. data about amendments, and tasks in the Editorial System).
- 4.4 The entire legislation.gov.uk Platform operates in the cloud using Amazon Web Services

primarily as Infrastructure as a Service. The AWS account is owned by The National Archives and operated under the One Government Value Agreement.

- 4.5 The underlying data managed by the Platform is available through the website API for reuse under the terms of the Open Government Licence v3.0. Reuse of the data by commercial, academic, government and public data users is actively encouraged and supported. The legislation.gov.uk Platform also includes a Linked Data RDF database (Virtuoso) that collates metadata from across the Platform and makes this available for data re- Users via the website through a Linked Data API and SPARQL endpoint.
- 4.6 Editorial workflow and amendment data is stored in an RDF triplestore (Graph DB) which drives the Editorial System front end. In order to support our editorial quality control processes, the Editorial System effectively replicates the look and feel of the live website so that editors can ensure that their changes will be correct when published to the website. The system manages the movement of the XML data of the legislation being amended from the main website database into an 'unpublished' database. Here the editor can work on it, adding textual changes and annotations in order to create a new version of the amended legislation, which is then sent back to the website for publication once editing is complete. Legislation XML editing is carried out by the National Archives editorial team (and external participants) in a specially customised version of the XMetaL editor. In order to give the editorial team a head start, the editorial system also incorporates machine assisted identification of amendments using customised natural language processing tools (GATE) to process newly published XML legislation documents, add mark-up and extract relevant data.
- 4.7 The technology stack used for the Publishing system, like the website, uses a native XML database but has the addition of a Drupal based application layer. There are also validation and job queuing systems using .NET. Some legislation metadata is also stored in an RDF triplestore (Virtuoso). The Publishing system has APIs which can integrate with a Concessionaire's print production and billing systems.

Schedule 2, Annex 3: print specifications for individual title requirements

Public General Acts of the UK Parliament (UKPGAs), Measures of the General Synod of the Church of England, Local and Private Acts*,
Acts of the Scottish Parliament, Acts of the Northern Ireland Assembly

How provided	Page size	Colour	Stock	Finishing	Intervention required
Print ready pdf generated from the Publishing System	A4 (297mm x 210mm). The type area is 58.5 picas deep x 37.5 picas wide, including running heads and side notes	Black unless otherwise specified	Text Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality) Up to 31pp Self-cover Over 31pp for UKPGAs, Measures, Local and Private Acts Cartridge cover Vanguard Cream Vellum 180gsm	1–2pp Single leaf 2–4 pp Single fold 8pp – 72pp Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges 73pp and above Gather, collate and adhesive perfect bind, trim 3 edges 112pp and above In addition, print the title of the Act on the spine Record copies of Acts of the	Typeset cover, where covers are required Incorporate the imprint, copyright, price, ISBN, barcode, and relevant Crest/Scottish Royal Arms. For examples of how this must be done see www.legislation.gov.uk Supply proofs as required. For record copies of Acts of the Scottish Parliament Concatenate Word files and produce PDF For record copies of Acts of the Northern Ireland Assembly:

			Scottish Parliament Gather with wraparound cover (for large Acts), drill or punch 3 round holes of 7mm diameter at intervals of 80mm+80mm=160mm centrally on depth of binding margins with centres at 9mm from left hand edge, trim to	Delete arrangement pages Typeset cover
--	--	--	--	---

How provided	Page size	Colour	Stock	Finishing	Intervention required
			<p>Over 31pp for Acts of the Scottish Parliament and Acts of the Northern Ireland Assembly</p> <p>Cartridge cover Vanguard</p> <p>Emerald Green 230 micron</p> <p>Record copies of Act of the Scottish Parliament:</p> <p>Goatskin Blue White</p> <p>parchment 160gsm</p> <p>Record copies of Acts of the Northern Ireland Assembly</p> <p>Goatskin Blue White</p> <p>parchment 160gsm</p>	<p>Record copies of Acts of the Northern Ireland Assembly Cut to single leaves, gather with wraparound cover (for large Acts), drill or punch 3 round holes of 7mm diameter at intervals of 80mm+80mm=160mm centrally on depth of binding margins with centres at 9mm from left-hand edge, trim to size, tie with red ribbon.</p> <p>Acts of the Northern Ireland Assembly</p> <p>Drill or punch 4 round holes of 7mm diameter at intervals of 80mm+80mm+80mm=240mm centrally on depth of binding margins with centres at 9mm from left hand edge, trim to size.</p>	

* most Local and Private Acts are between 4 and 40 pages

**Explanatory Notes and Tables of Origins and Destinations to UKPGAs, Explanatory Notes to Acts of the Scottish Parliament,
Explanatory Notes to Acts of the Northern Ireland Assembly**

How provided	Page size	Colour	Stock	Finishing	Intervention required
Word file provided	A4	Black unless otherwise specified	<p>Text</p> <p>Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality)</p> <p>Up to 31pp</p> <p>Self-cover</p> <p>Over 31pp</p> <p>Cartridge cover Papago Steel Grey 160gsm</p>	<p>1–2pp</p> <p>Single leaf</p> <p>2–4 pp</p> <p>Single fold</p> <p>8pp–72pp</p> <p>Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges</p> <p>8pp–72pp Gather, collate and adhesive perfect bind, trim 3 edges</p> <p>112pp and above</p> <p>In addition, print the title of the Act on the spine</p>	<p>Typeset cover, where covers are required</p> <p>Add in the relevant Act number for ASPS and Acts of the Northern Ireland Assembly</p> <p>Incorporate the imprint, copyright, price, ISBN, barcode.</p> <p>For examples of how this must be done see www.legislation.gov.uk</p> <p>Proofs are not generally required</p>

Formatting/covers for Acts

Drafters use a template to create the EN, but the Concessionaire typesets the cover using Times New Roman as follows: Royal Crest 38mm high x 43 mm wide

Explanatory Notes heading 20 pt

Line Rule 6 pt

Act Title and Chapter Number 20 pt

Price 16 pt

UK Statutory Instruments, Northern Ireland Orders in Council, Scottish Statutory Instruments, Statutory Rules of Northern Ireland

How provided	Page size	Colour	Stock	Finishing	Intervention required
Print ready pdfs generated from the Publishing System. Sometimes typeset by the Concessionaire when particularly complex.	A4 Where required, folded A3 (297 x 420mm) pull-outs may be incorporated SIs will occasionally include large plans or maps which may be produced as throw outs. Any necessary blank pages will not be folioed.	Black unless otherwise specified	Text Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality) Up to 31pp Self-cover Over 31pp Cartridge cover Vanguard Cream Vellum 180gsm For Privy Council Principal Copies Text and self covers on GF Smith Colorplan Cool Blue	1–2pp Single leaf 2–4 pp Single fold 8pp–72pp* Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges 73pp and above Gather, collate and adhesive perfect bind, trim 3 edges 112pp and above In addition, print the title of the SI on the spine Principal Copies Saddle stitch with 2 non rusting wires or adhesive perfect bind as required	To ensure the inclusion of images, large plans, maps, A3 folded pull-outs as required. Typesetting and proofing of non-templated SIs. Any necessary blank pages will not be folioed. For Northern Ireland Orders in Council only Removal of imprint, copyright, price, ISBN, barcode and signature name to produce a “signed” and “unsigned” version

			Laid, 135gsm, Cartridge covers not applicable	Northern Ireland Orders in Council only Drill or punch 4 round holes of 7mm diameter at intervals of 80mm+80mm+80mm=240mm centrally on depth of binding margins with centres at 9mm from left hand edge, trim	
--	--	--	---	---	--

Formatting non-templated instruments

Drafters will occasionally ask for typesetting services for particularly complex SIs that cannot be processed using the SI template. The formatting and styling should be exactly that as set out in the template, but here is a summary of key requirements:

Typeface	Times New Roman
Main body of text	10.5 pt on 11.5 pt. In some instances text may be set in 10 pt solid or 9 pt solid
Tables	9.5 pt on 11 pt. Occasionally side notes are required in either 9 pt or 8 pt solid
Schedule	10.5 pt on 11.5 pt or 9.5 pt on 10.5 pt
Footnotes	8 pt on 9 pt
Type	set to page dimensions of 33 ems of 12 pt wide by 62 ems of 12 pt deep. Text matter will occupy 33 ems of 12 pt and sidenotes 6 ems of 12 pt

Explanatory Memoranda to Northern Ireland Orders in Council

How provided	Page size	Colour	Stock	Finishing	Intervention required
Word file provided	A4	Black unless otherwise specified	<p>Text</p> <p>Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality)</p> <p>Up to 31pp</p> <p>Self-cover</p> <p>Over 31pp</p> <p>Cartridge cover Papago Steel Grey 160gsm</p>	<p>1–2pp</p> <p>Single leaf</p> <p>2–4 pp</p> <p>Single fold</p> <p>8pp–72pp*</p> <p>Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges</p> <p>73pp and above</p> <p>Gather, collate and adhesive perfect bind, trim 3 edges</p> <p>112pp and above</p> <p>In addition, print the title of the SI on the spine</p>	<p>Typeset covers, where covers are required</p> <p>Incorporate the imprint, copyright, price, ISBN, barcode and Crest</p> <p>For examples of how this must be done see www.legislation.gov.uk</p> <p>Proofs are not generally required</p>

Formatting and checks for Explanatory Memoranda Northern Ireland Orders in Council

Drafters use a template to create the EM, but the Concessionaire typesets the cover using Times New Roman as

follows: Royal Arms Crest 38mm high x 43mm wide

Explanatory Memorandum heading 20 pt

Line Rule 6 pt

Order in Council Title and Number 20 pt

Price 16 pt

Acts of Senedd Cymru

How provided	Page size	Colour	Stock	Finishing	Manual intervention required
Copy for each Act in each language is provided by the Clerk of the Assembly in ODT and PDF format by email. The Concessionaire merges the two separate languages into a single file to produce complete camera ready copy pages with the texts in each language on facing pages (Welsh on the left and English on the right facing page), generally being aligned at each paragraph/section level.	A4	Black unless otherwise specified	<p>Text</p> <p>Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality)</p> <p>Up to 31pp</p> <p>Self-cover</p> <p>Over 31pp</p> <p>Cartridge cover Vanguard Cream Vellum 180gsm</p> <p>Record copies</p> <p>Goatskin Blue White parchment 160gsm</p>	<p>1–2pp</p> <p>Single leaf</p> <p>2–4 pp</p> <p>Single fold</p> <p>8pp–72pp</p> <p>Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges</p> <p>73pp and above</p> <p>Gather, collate and adhesive perfect bind, trim 3 edges</p> <p>112pp and above</p> <p>In addition, print the title of the Act on the spine</p> <p>Record copies</p> <p>These are any number of single leaves, enclosed by a wraparound cover (for larger Acts only), drill or punch 3 round holes of 7mm</p>	<p>Proofs to the Clerk to Senedd Cymru</p> <p>Typeset a cover, where covers are required.</p> <p>Incorporate the Royal Badge of Wales, imprint, copyright, price, ISBN, barcode</p> <p>For examples of how this must be done see www.legislation.gov.uk</p> <p>For Official Print copies:</p> <p>Incorporate the Royal Badge of Wales only</p>

				diameter at intervals of 80mm+80mm=160mm centrally on depth of binding margins with centres at 9mm from left hand edge, trim to size and tied through the holes with a ribbon (Berisfords Colour No 9788), enclose by a band	
--	--	--	--	--	--

Specifications for Explanatory Notes to Acts of the Senedd Cymru

How provided	Page size	Colour	Stock	Finishing	Intervention required
English and Welsh templated files received	A4	Black unless otherwise specified	<p>Text</p> <p>Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality)</p> <p>Up to 31pp</p> <p>Self-cover</p> <p>Over 31pp</p> <p>Cartridge cover Papago Steel Grey 160gsm</p>	<p>1–2pp</p> <p>Single leaf</p> <p>2–4 pp</p> <p>Single fold</p> <p>8pp– 72pp</p> <p>Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges</p> <p>73pp and above</p> <p>Gather, collate and adhesive perfect bind, trim 3 edges</p> <p>112pp and above</p> <p>In addition, print the title of the Act on the spine</p>	<p>Merge the Welsh and English texts with the Welsh language on the left page and the English language text on the right page, aligning the corresponding paragraph numbers as far as possible</p> <p>Typeset covers – generate the copy for the covers from the EN copy provided</p> <p>For examples of how this must be done see www.legislation.gov.uk</p> <p>Incorporate the imprint, copyright, price, ISBN, barcode and Royal Badge of Wales</p>

Formatting and checks for Explanatory Notes to the Acts of the Senned Cymru

Drafters use the Explanatory Note template, but the Concessionaire typesets the cover using Times New Roman as

follows: Royal Arms Crest 38mm high x 43mm wide

Explanatory Memorandum heading 20 pt

Line Rule 6 pt

Order in Council Title and Number 20 pt

Price 16 pt

Specifications for Wales Statutory Instruments

How provided	Page size	Colour	Stock	Finishing	Manual intervention required
Produced using a Word template	A4 Where required, folded A3 (297 x 420mm) pull-outs may be incorporated SIs will occasionally include large plans or maps which may be produced as throw outs. Any necessary blank pages will not be folioed.	Black unless otherwise specified	Text Sovereign White Wove recycled FSC mixed printing, neutral sized, 80gsm (archival quality) Up to 31pp Self-cover Over 31pp Cartridge cover Vanguard Cream Vellum 160gsm For Privy Council Principal Copies Text and self covers on GF Smith Colorplan Cool Blue Laid, 135gsm, Cartridge covers not applicable	1–2pp Single leaf 2–4 pp Single fold 8pp–72pp* Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges 73pp and above Gather, collate and adhesive perfect bind, trim 3 edges 112pp and above In addition, print the title of the SI on the spine Principal Copies for the Privy Council Saddle stitched with 2 non rusting wires or adhesive	Enable the inclusion of images, large plans, maps, A3 folded pull-outs as required. English and Welsh versions are provided as separate files and need to be merged to form a single file with two columns, Welsh on the left and English on the right, with texts generally being aligned at each paragraph/section level. Typeset a cover, where covers are required. Supply proofs to Welsh SI Unit

			perfect bind as required	
--	--	--	--------------------------	--

Annual Bound Editions of Wales Statutory Instruments

All materials, except the Tables of Effect are produced in dual language, Welsh and English.

How provided	Page size	Colour	Stock (these, or their equivalents, should be used)	Finishing	Manual intervention required
Use print pdfs Additional material for prelims supplied by TNA	A4	Black throughout or colour as included in the original legislation unless otherwise specified	<p>End papers -140gsm</p> <p>White Cartridge</p> <p>Cases – chipboard 2340 microns in thickness with a good stout paper hollow</p> <p>Text:</p> <p>Sovereign White Wove Recycled FSC mixed printing, 80gsm (archival quality)</p> <p>Hard backed cloth: Arbelave Library Buckram 555 (green)</p>	<p>Fold, gather and collate into 32 page sections for binding</p> <p>The Grain direction of cover material, chipboard and endpapers to run parallel to spine</p> <p>Cut and fold endpapers</p> <p>Tip on endpapers to first and last sections, sew without tapes, glue up spine, trim 3 edges, round and back.</p> <p>Line spine with first lining of taped mull extending at least 25mm on to each endpaper with 2 second linings of green kraft paper with stout hollow, cover in whole back cloth, turning all round, block spines with gold foil lettering and red foil Crusher Panels case-in with 3mm squares at head and tail and 4mm square at fore-edge with French grooves</p> <p>Press books in French groove pressing boards overnight (or alternative means of ensuring ‘Firm’ French grooves). Insert into rigid cartons fore-edge</p>	<p>Organise the Welsh translation of the prelims through the Welsh Office</p> <p>Incorporate</p>

				first in sets of 2 or 3 volumes	
				Bind into the appropriate number of volumes	

Formatting

Pages need to be re-numbered to run consecutively throughout all the volumes. Prelims carry Roman numerals, the Acts, Tables and the Index at the end carry Arabic page numbering. The Index is typeset in 9pt Times to a type area of 58 ems of 12 pt deep x 36 ems of 12 pt wide, including running heads.

Annual Bound Volumes of Public General Acts and Church Measures, and for Annual Bound Volumes of Acts of the Scottish Parliament, Annual Bound Volumes of Acts of the National Assembly of Wales or Senedd Cymru

The Bound Volumes of Public General Acts are printed in hardback with an additional volume containing the Tables and Index currently produced in both hardback and soft cover. The number of volumes in each annual set varies depending on the amount of legislation produced each year. An average year produces about 3 bound volumes of Public General Acts and a further volume containing Tables of Derivations and Destinations, a Table showing the Effects of Legislation, and an Index.

The Annual Bound Volumes of the Acts of Scottish Parliament (ASP) are bound in numerical order, with contents pages, Tables of Derivations and Destinations, tables showing the Effects of Legislation and an Index. ASPs are listed alphabetically and chronologically.

The Annual Bound Volumes of Acts of the National Assembly of Wales have not yet been produced but if they are, they will be based the Annual Bound Volumes of Measures of the Welsh Assembly – they use English and Welsh Language as facing pages with Welsh on the left and English on the Right.

How provided	Page size	Colour	Stock (these, or their equivalents, should be used)	Finishing	Manual intervention required
The Concessionaire creates these from the set of print pdfs. Additionally the Concessionaire typesets preliminary pages and re-numbers	A4	Black throughout or colour as included in the original legislation unless otherwise specified	<p>End papers -140g/m² White Cartridge</p> <p>Cases – millboard 2340 microns in thickness with a good stout paper hollow</p> <p>Text:</p> <p>Sovereign White Wove Recycled FSC mixed printing, 80gsm (archival quality)</p>	<p>Fold, gather and collate and deliver in bulk for subsequent binding. Collate volumes into sets</p> <p>The Grain direction of cover material, chipboard and endpapers to run parallel to spine.</p> <p>Cut and fold endpapers, and tip-on endpapers to first and last sections, section sew without tapes, glue up spine, and trim 3 edges to size</p> <p>Make cases of millboard with a stout</p>	<p>Collating print pdfs, re-numbering pages, setting preliminary pages, incorporating tables, index and additional matter.</p> <p>Incorporating imprint, copyright, barcode, ISBN, price</p> <p>For examples of how this must be done see www.legislation.gov.uk</p>

pages			Soft cover: Red Arbelave Library Buckram	paper hollow, full cover cloth with turn- ins not less than 13mm all round	Proofs are emailed to The National Archives
-------	--	--	---	---	--

How provided	Page size	Colour	Stock (these, or their equivalents, should be used)	Finishing	Manual intervention required
Copy for the prelims, Index and Tables are supplied as Word files.			<p>Hardback cloth for Bound Volumes of UKPGAs</p> <p>Arbelave Library Buckram shade 530 Red</p> <p>Hardback cloth for Bound Volumes of Acts of the Scottish Parliament:</p> <p>Arbelave Library Buckram shade 550 Blue</p> <p>Hardback cloth for Bound Volumes of Acts of the National Assembly for Wales:</p> <p>Arbelave Library Buckram shade 563 Green</p> <p>Blocking foil: equivalent to</p>	<p>Gold block spines as per part, glue endpapers and case-in books with French joints, press books individually and press in between French grooved pressing boards (or alternative means of ensuring 'Firm" French grooves</p> <p>Leave in standing press overnight. Insert each complete set of parts into rigid cartons fore-edge first. Attach carton label to short edge of cartons pack</p> <p>For Bound volumes of Public General Acts</p> <p>The separate Tables and Indexes are printed, folded, gathered and collaged in sections of 32 pp</p> <p>Cover is printed in black on the outside, drawn on to each section sewn text</p> <p>Line spine with 1st lining of calico extending within 13mm of the head</p>	

			GM While's New Vap 403 Chemacs for blocking	
			and tail and 25mm over each end paper (plus backing joint); Round and back; apply 2 nd lining of stout craft paper to spine	

Pages need to be re-numbered to run consecutively throughout all the volumes. Prelims carry Roman numerals, the Acts, Tables and the Index at the end carry Arabic page numbering. The Index is typeset in 9pt Times to a type area of 58 ems of 12 pt deep x 36 ems of 12 pt wide, including running heads.

Annual Bound Volumes of the Statutory Rules of Northern Ireland

The Annual volume of Statutory Rules of Northern Ireland includes the Statutory Rules made during the calendar year, with preliminary matter, tables, lists and an index. They are published in volumes of approximately 150 and are bound in several books called Parts.

How provided	Page size	Colour	Stock	Finishing	Intervention required
<p>The Concessionaire creates these from the set of print PDFs</p> <p>Additionally the Concessionaire typesets preliminary pages and re-numbers pages</p> <p>Copy for the prelims, Index and Tables are supplied as Word files</p>	A4	<p>Black throughout or colour as included in the original legislation unless otherwise specified</p>	<p>End papers -140gsm White Cartridge</p> <p>Cases – chipboard 2340 microns in thickness with a good stout paper hollow</p> <p>Text:</p> <p>Sovereign White Wove</p> <p>Recycled FSC mixed printing, 80gsm (archival quality)</p> <p>Hard backed cloth:</p> <p>Arbelave Library Buckram 575 Brown</p> <p>Blocking foil: equivalent to GM While's New Vap 40 (gold)</p>	<p>Fold, gather and collate in 32 page sections for binding</p> <p>The Grain direction of cover material, chipboard and endpapers to run parallel to spine</p> <p>Fold, gather and collate flat sheets, section sew without tapes, cut, fold and tip onto endpapers</p> <p>Glue spine, trim 3 edges, round and back.</p> <p>Line back with first lining of mull and second lining of stout brown paper (to extend the full length of the back) first lining to extend 25mm on to each endpaper.</p>	<p>Collating print pdfs, re-numbering pages, setting preliminary pages, incorporating tables, index and additional matter.</p> <p>Incorporating imprint, copyright, ISBN, barcode, price</p> <p>Proofs are emailed to the Northern Ireland Statutory Publications Office</p>

			Chemacs for gold blocking of spine		
--	--	--	------------------------------------	--	--

How provided	Page size	Colour	Stock	Finishing	Intervention required
				<p>Make cases of chipboard and cover whole in brown book cloth</p> <p>Arbelave, turn in not less than 25mm on to each end paper, block spine in aluminium based gold foil, case-in and press in between French grooved pressing boards (or alternative means of ensuring 'Firm' French grooves). Trim dust jacket to size and wrap round book.</p> <p>Insert books into rigid book carton fore-edge first.</p> <p>Blocking area is approximately 80 sq cm on spine (9 lines)</p>	

Pages need to be re-numbered to run consecutively throughout all the volumes. Prelims carry Roman numerals, the Acts, Tables and the Index at the end carry Arabic page numbering. The Index is typeset in 9pt Times to a type area of 58 ems of 12 pt deep x 36 ems of 12 pt wide, including running heads.

Annual Volume of the Statutes of Northern Ireland

This comprises two publications – a binder into which the user inserts individual copies of the Statutes, and the separate Title page, index and Tables.

How provided	Page size	Colour	Stock	Finishing	Intervention required
Copy is provided by the Northern Ireland Statutory Publications Office using Quark Express version 7 or later	A4	Black throughout unless otherwise specified	Binder Sides and spine – 3mm greyboard Cover cloth – Navy Buckram lined with matching paper Postlock mechanism nickel plated, 60mm diameter Posts 158mm gauge, lifter bar 117mm gauge	All text pages are printed on both sides on single sheets Drill or punch 4 round holes of 7mm diameter at intervals of 80mm+80mm+80mm=240mm centrally on depth of binding margins with centres at 9mm from left hand edge and shrink wrap. Sides and spine of binders is made from 3mm greyboard. Cover the whole with Navy Buckram, lined with matching paper. Supply and fit 4 post mechanism, 90mm capacity with mechanism concealed. Foil block spine in Gold	Insert cover price, copyright, imprint, ISBN and barcode. For examples of how this must be done see www.legislation.gov.uk

Pages need to be re-numbered to run consecutively throughout all the volumes. Prelims carry Roman numerals, the Acts, Tables and the Index at the end carry Arabic page numbering. The Index is typeset in 9pt Times to a type area of 58 ems of 12 pt deep x 36 ems of 12 pt wide, including running heads.

Chronological Tables of the Statutes of Northern Ireland

The Chronological Tables of the Statutes are produced as a loose leafed edition for inclusion into post binders, which are issued separately.

How provided	Page size	Colour	Stock	Finishing	Intervention required
Copy is provided by the Northern Ireland Statutory Publications Office in PDF format	A4	Black unless otherwise specified	Binder Sides and spine – 3mm greyboard Cover cloth for Chronological Tables – Green Buckram Abetex7601 lined with matching paper Postlock mechanism nickel plated, 60mm diameter Posts 158mm gauge, lifter bar 117mm gauge	All text pages are printed on single sheets (both sides) and each sheet is drilled or punched with 4 round holes of 7mm diameter centrally on depth of binding margin with centres at 9mm from the left hand edge, and shrink wrapped. Holes are at centres of 80mm+80mm+80mm=240mm Cover the whole with Green Buckram, lined with matching paper. Supply and fit 4 post mechanism, 90mm capacity with mechanism concealed.	Insert cover price, copyright, imprint, ISBN and barcode.

Cumulative Supplement to the Statutes Revised of Northern Ireland

The Cumulative Tables are produced as a loose leaf edition for inclusion into post binders, which are issued separately.

How provided	Page size	Colour	Stock	Finishing	Intervention required
Copy is provided by the Northern Ireland Statutory Publications Office in PDF format	246mm x 189mm Metric Crown Quarto	Black unless otherwise specified	Binder Sides and spine – 3mm greyboard Blue Buckram Abetex lined with matching paper Postlock mechanism nickel plated, 60mm diameter Posts 158mm gauge, lifter bar 117mm gauge	All text pages are printed on single sheets (both sides) and each sheet is drilled or punched with 4 round holes of 7mm diameter centrally on depth of binding margin with centres at 9mm from the left hand edge, and shrink wrapped. Holes are at centres of 20mm+118mm+20mm=158mm Make sides and binders from 3mm greyboard Cover the whole with Blue Arbelave Library Buckram, lined with matching paper. Supply and fit 4 post mechanism, 90mm capacity with mechanism concealed.	Insert cover price, copyright, imprint, ISBN and barcode.

Chronological Table of the Statutory Rules of Northern Ireland

The Chronological Tables of the Statutory Rules produced as a loose leafed edition for inclusion into post binders, which are issued separately.

How provided	Page size	Colour	Stock	Finishing	Intervention required
Copy will be provided by the Northern Ireland Statutory Publications Office in PDF format with single sided hard copy	A4	Black unless otherwise specified	Binder Sides and spine – 3mm greyboard – Brown Buckram Rexine code CH1 lined with matching paper (similar to Colorit vanilla 110gsm) Postlock mechanism nickel plated, 60mm diameter Posts 240mm gauge, lifter bar 80 mm gauge	All text pages are printed on single sheets (both sides) Drill or punch 4 round holes of 7mm diameter at intervals of 80mm+80mm+80mm=240mm centrally on depth of binding margins with centres at 9mm from left hand edge, trim and shrink wrap. Make sides and binders from 3mm greyboard Cover Brown Buckram (Rexine code CH1) lined with tinted paper Supply and fit 4 post mechanism, 90mm capacity with mechanism concealed. Foil block spine in Gold	Insert cover price, copyright, imprint, ISBN and barcode

Chronological Tables of the Statutes

Text is currently prepared by reviewing the text of the previous year in respect of entries marked as prospective and by inserting new effects from the Tables of Effect.

How provided	Page size	Colour	Stock	Finishing	Intervention required
The Concessionaire will seek to automate the creation and production of Bound Volumes using the Core Reference Dataset and RDF effects data, in collaboration with the Grantor.	Royal Octavo (235mm x 152mm)	Black unless otherwise specified	<p>Rigid book cartons</p> <p>Text: – Sovereign white wove recycled FSC mixed printing 70gsm archival quality</p> <p>Cloth: – Redbridge Buckingham Black Shade</p> <p>Chemacs and crusher panels from spine blocking.</p> <p>Millboard 2.3mm thick</p> <p>End papers: – White Cartridge 140gsm.</p>	<p>Fold, gather and collate</p> <p>The Grain direction of cover material, chipboard and endpapers to run parallel to spine</p> <p>Cut and fold endpapers, and tip-on endpapers to first and last sections, sew without tapes, glue up spine, trim 3 edges, round and back. Line spine with first lining of taped mull extending at least 25 mm on to each endpaper with 2 second linings of brown kraft paper with stout hollow, cover in whole back cloth, turning all round, clock spines with gold foil lettering and red foil Crusher</p> <p>Panels case with 3mm squares at head and tail and 4mm square at fore-edge and French grooves</p>	<p>Create prelim pages and turn finalised Word files into pdfs for printing</p> <p>Renumber pages to run consecutively throughout all volumes</p> <p>Insert cover price, copyright, imprint, ISBN and barcode</p>

How provided	Page size	Colour	Stock	Finishing	Intervention required
				<p>Press books in French groove pressing boards overnight (or alternative means of ensuring 'Firm" French grooves. Insert fore-edge first into cartons in sets of 2 volumes</p> <p>Bind into the appropriate number of volumes</p>	

Annual Bound Editions of UK Statutory Instruments, Annual Bound Editions of Scottish Statutory Instruments

How provided	Page size	Colour	Stock (use this or equivalents)	Finishing	Intervention required
Use the print pdfs and incorporate with additional material (contents pages, list of instruments, Tables of Effects, Numerical and Issue List, Classified list and Index)	A4	Black unless the original legislation was printed otherwise	<p>Endpapers: – 140gsm white cartridge</p> <p>Cases: – millboard of not less than 2.3mm with a stout paper hollow</p> <p>Text: – Sovereign White wove recycled FSC mixed printing 80gsm (archival quality)</p> <p>Cover cloth for UK SIs:</p> <p>– Ratchford Reflections Nightshade</p> <p>Cover cloth for SSIs: – Arbelave Library Buckram Shade 532 Claret</p> <p>Chemacs for spine blocking and carton labels</p>	<p>Fold, gather and collate into 32 page sections for binding</p> <p>The Grain direction of cover material, chipboard and endpapers to run parallel to spine</p> <p>Cut and fold endpapers, and tip-on endpapers to first and last section, sew without tapes, glue up spine, trim 3 edges, round and back</p> <p>Line spine with first lining of taped mull extending at least 25mm on to each endpaper and 2 second linings of stout brown kraft paper.</p> <p>Make cases of millboard.</p> <p>Cover in whole bookcloth, turn in all round, block spine with gold foil lettering, case-in with 3mm squares at head and tail and 4mm square at fore-edge and French grooves</p> <p>Press books in French grooves pressing boards overnight in standing press (or other</p>	<p>Incorporate additional materials, include barcode, copyright, ISBN, imprint and price.</p> <p>For examples of how this must be done please see www. legislation.gov.uk</p> <p>Copy for prelim papers will be provided by TNA.</p>

				means of ensuring 'Firm' French grooves. Insert into book cartons, fore-edge first, in sets of 3 volumes.	
--	--	--	--	---	--

Pages need to be re-numbered to run consecutively throughout all the volumes. Prelims carry Roman numerals, the Acts, Tables and the Index at the end carry Arabic page numbering. The Index is typeset in 9pt Times to a type area of 58 ems of 12 pt deep x 36 ems of 12 pt wide, including running heads.

Schedule 3 – Performance management, escalation scenarios 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 4 (Governance) and Schedule 5 (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, the following Performance Score will be awarded: C4 – conformance.

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 operation of Legislation Publishing Services as set out in this Agreement, 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 Tables 1 and 2 of this Schedule 3 set out the KPI measurement methodologies and 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 4 (Governance) and Schedule 5 (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 will 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 10 (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 4 (Governance) and Schedule 5 (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 response categories apply:

Priority Level for Service Failure	Examples of type of Incident	Resolution time
Priority Level One (1): issues which have a major impact on Users of the legislation.gov.uk Publishing System or published outputs from that System or on the required publishing times as set out in Schedule 2; significant errors or omissions in the Concessionaire's delivery of the Services required under this Agreement; all data breaches or security incidents.	1. Delay to the online publishing of emergency or expedited secondary legislation, and all Primary Legislation - if a deadline for publishing emergency or expedited legislation or any Primary Legislation is missed then the Concessionaire must notify the Grantor as soon as possible that this is the case, detailing the issue (for example, an issue with the legislation.gov.uk Platform, a	Within one hour during SI Support Desk Core Hours

	<p>failure on the part of the Publishing Concessionaire), and any corrective action required, including deadlines for resolution where they are within the remit of the Publishing Concessionaire, for the Grantor's approval. The Concessionaire must also notify the Sponsor Department.</p> <p>2. Multiple item delay to the online publishing (HTML and API) of new legislation</p> <p>If a deadline for publishing new legislation online (as set out in Section 12 of Schedule 2 and Paragraph 8.7 of Schedule 2) for more than a single item is missed then the Concessionaire must notify the Grantor immediately that this is the case, detailing the issue (for example, an issue with the legislation.gov.uk Platform, a failure on the part of the Publishing Concessionaire), and any corrective action required, including deadlines for resolution where they are within the remit of the Publishing Concessionaire, for the Grantor's approval. The Concessionaire must also notify the originating department.</p> <p>3. Delay to PDF publishing If</p>	
--	--	--

	<p>PDFs of SIs produced on the SI Template or Lawmaker, and Associated Documents are not published in 1 working hour or to the date specified by the Sponsor Department, as specified in Schedule 2, then the Concessionaire must notify the Grantor immediately that this is the case, detailing the issue (for example, an issue with the legislation.gov.uk Platform, a failure on the part of the Publishing Concessionaire), and any corrective action required, including deadlines for resolution where they are within the remit of the Publishing Concessionaire, for the Grantor's approval. The Concessionaire must also notify the originating department.</p> <p>4. Any concessionaire error or omission that leads to delays as set out in points 1,2, or 3, or which have caused legislation to be published with substantive legal inaccuracies (for example including the wrong commencement date or missing out sections of text) online or in print.</p> <p>5. Any data or security breach for example, legislation published before the</p>	
--	---	--

	<p>deadlines set out in Schedule 2; personal data loss or breach for all of the personal data as described in Schedule 18; all security incidents and major incidents as set out in Part C of this Schedule.</p> <p>6. All C1 KPI failures and repeat C1 KPI failures</p> <p>7. Any Grantor-assessed feedback from SI Helpdesk Users that indicate an unacceptable failure in the quality of service provision to Users.</p> <p>8. Any operational calls where a 1-hour turnaround is required either by the Sponsor Department or the Grantor.</p>	
<p>Priority Level Two (2): issues which have a significant impact on Users of the legislation.gov.uk Publishing System or published outputs from that System or on the required publishing times as set out in Schedule 2.</p>	<p>1. Single item delay to the online publishing (HTML and API) of new legislation</p> <p>If a deadline for publishing new legislation online (as set out in Section 12 of Schedule 2 and Paragraph 8.7 of Schedule 2) for a single item is missed then the Concessionaire must notify the Grantor immediately that this is the case, detailing the corrective action and timeline for resolution for the Grantor's approval. It will also notify the Sponsor Department.</p>	<p>Within 4 hours during SI Support Desk Core Hours</p>

	<ol style="list-style-type: none"> 2. Any concessionaire error or omission that leads to delays as set out in point 1. 3. All C2 KPI failures 4. All repeat C3 KPI failures 5. Any Grantor-assessed feedback from training courses (SI template and Lawmaker) that indicate an unacceptable failure in the quality of service provision to Users. 6. All operational calls where a 4-hour turnaround is required either by the Sponsor Department or the Grantor. 	
<p>Priority Level Three (3): issues which have a minor impact on Users of the legislation.gov.uk Publishing System or published outputs from that System or on the required publishing times as set out in Schedule 2.</p>	<ol style="list-style-type: none"> 1. Delay to the print publishing of new legislation (a single item delay). If a deadline for publishing new legislation in print (as set out in Section 12 of Schedule 2) is missed then the Concessionaire must notify the Grantor immediately that this is the case, detailing the corrective action and timeline for resolution for the Grantor's approval. It will also notify the Sponsor Department. 2. Delay to publishing bound volumes Missed deadlines for Bound Volumes and Chronological Tables as set out in Schedule 2. 3. Any other delay for example 	<p>Within 2 working days during SI Support Desk Core Hours</p>

	<p>missing proofing deadlines for typesetting, as set out in Schedule 2 or printed copies of legislation fail to be delivered to Parliament or Government Departments on time.</p> <p>4. Any concessionaire error or omission that leads to delays as set out in points 1,2, or 3.</p> <p>5. C3 KPI failures All C3 events as defined in the Performance Management System i.e. any individual event where the assessment against the KPI standard would measure C3.</p>	
Priority Level 4	Operational BAU publishing activity, for example adding people to the legislation.gov.uk Publishing System, that are agreed by the Grantor or the Sponsor Department as non urgent, but requiring turnaround in 2 weeks or under.	2 weeks within SI Support Desk Core Hours
Priority Level 5	Operational BAU publishing activity, for example the production of alternative formats such as Braille or BSL, that are agreed by the Grantor or the Sponsor Department as non urgent, but requiring turnaround in 8 weeks or under	8 weeks within SI Support Desk Core Hours

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 of the legislation.gov.uk Publishing System, 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.
- 3.7 Service Failures will only count as a KPI Failure if the Failure is determined by the Grantor to be the responsibility of the Concessionaire rather than the Platform Contractor, the Grantor, or the originating department.

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 Schedule 4(Governance) and Schedule 5 (Reporting).

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 of the legislation.gov.uk Publishing System. These surveys may consider:
 - (a) the assessment of the Concessionaire's responses to validation support requests – accuracy, clarity and speed;
 - (b) the assessment of the Concessionaire's customer services provision; and/or
 - (c) other suggestions for improvements to Legislation Publishing 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 Legislation Publishing Services should be passed to the Grantor for discussion.

6 Performance records

- 6.1 The Concessionaire will keep appropriate documents and records (including Support Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, Concessionaire accreditation records, complaints received etc.) in relation to the Services being delivered, for as long as they are required to meet business need or fulfil statutory requirements. Without prejudice to the generality of the foregoing, the Concessionaire will maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Grantor upon the Grantor's request. The records and documents of the Concessionaire will be available for inspection by the Grantor and/or its nominee at any time and the Grantor and/or its nominee may make copies of any such records and documents.
- 6.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, 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 of the Concessionaire both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 6.3 The Concessionaire will ensure that the Performance Monitoring Report and associated management information and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Grantor are available to the Grantor online and are capable of being printed.
-

Table 1 – KPI measurement methodologies

KPI	Title of KPI	Aim of KPI	Performance Standard (C4)	Type of measure	Measurement period	How measured
KPI 1	SI support desk response time	To ensure that drafters of legislation receive the support they need to validate, register and publish legislation	100% of enquiries are personally responded to within 60 minutes between Monday to Friday, 8.30am to 17.30pm	Continuous	Monthly	<p>Based on the time taken to answer a request – requests receiving an automated response will be deemed not to have been answered.</p> <p>The Grantor will choose a random sample of 20 enquiries a month, chosen by the first reported enquiries after a certain date and time. Data and analysis will be completed by the Concessionaire and verified by the Grantor using information extracted from Microsoft Outlook and/or the call management system.</p>
KPI 2	Escalation Scenarios	To ensure the Grantor is aware of any incidents	100% of Escalation Scenarios are	Continuous	Monthly	The Concessionaire will record when the incident was raised, how (email, Service Desk etc.)

		and escalations that impact on service delivery for Users	reported within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm			and who by (by the Concessionaire or the Grantor), and when the Concessionaire notified the Grantor. The Concessionaire will collate a monthly 'exceptions' report listing any escalation scenario awareness that did not meet 15 minutes notification service standard.
KPI 3	SI template training courses	To ensure that drafters of legislation receive the support they need to validate, register and publish legislation	98% or above of Users are very satisfied or satisfied with the SI template training received	Feedback form given to attendees of the course	After each training course with a 1 month follow up	<p>The Concessionaire will measure outcomes with one User Satisfaction Survey conducted at the end of each training course and a second User Satisfaction Survey conducted one month after the same training course.</p> <p>The User Satisfaction Survey will ask participants to rate the quality of training based on whether they were very satisfied, satisfied, dissatisfied, or very dissatisfied.</p>

						The Concessionaire will provide participants with 'free text' areas where they can generally feedback on the training provided, and will provide all free text to the Grantor in the monthly KPI report, in accordance with the provisions of Part B of this Schedule.
KPI 4	Lawmaker training courses	To ensure that drafters of legislation receive the support they need to validate, register and publish legislation	98% or above of Users are very satisfied or satisfied with the Lawmaker training received	Feedback from attendees of the course	After each training course with a 1 month follow up	<p>The Concessionaire will measure outcomes with one User Satisfaction Survey conducted at the end of each training course and a second User Satisfaction Survey conducted one month after the same training course.</p> <p>The User Satisfaction Survey will ask participants to rate the quality of training based on</p>

						<p>whether they were very satisfied, satisfied, dissatisfied, or very dissatisfied.</p> <p>The Concessionaire will provide participants with 'free text' areas where they can generally feedback on the training provided, and will provide all free text to the Grantor in the monthly KPI report, in accordance with the provisions of Part B of this Schedule.</p>
KPI 5	Online publishing accuracy	Legislation is published accurately so that Users of the service can trust the information they receive regardless of delivery format.	There are no service desk calls relating to textual and formatting inconsistencies to the HTML, print and generated pdfs that the Grantor deems to be the responsibility of the	Continuous	Monthly – any text inconsistencies that have occurred within the contract term i.e. from 1 August 2023 will be logged and scored in the month that the inconsistency	Online publishing accuracy means that the Concessionaire has spotted and either corrected or flagged to the Grantor text or formatting inconsistencies in the HTML, print pdfs and generated pdfs and that the Concessionaire has not introduced any major inconsistencies into the CLML that required post publishing correction.

			Concessionaire		was raised. Text inconsistencies that have occurred outside of the contract period will be logged and reported on	The Concessionaire produces a report detailing document details, including year, number and legislation type; date error incurred; error description; cause of issue e.g. transformation error, incorrect tagging used; steps taken to reduce risk of same issue occurring in future; any related issues. All inconsistencies will be logged, but only those that the Grantor deems as the responsibility of the Concessionaire will count towards the service level score.
			100% of the documents checked are accurate i.e. with no errors	Continuous	Monthly	The Grantor will check 20 pieces of legislation per month – primarily comprising of all Acts published in that month, and a selection of Welsh SIs, (and other SIs if required to make up a total of 20). The Grantor will compare the King's Printer pdf

						with the auto-generated pdf on legislation.gov.uk using a text comparison tool, to highlight potential errors that will then be manually checked. Errors attributable to the Concessionaire will be scored accordingly.
KPI 6	Print publishing accuracy	Users of the service can trust the printed copy they receive as legislation is printed accurately and according to specifications	100% of sampled print documents are accurate	Continuous	Monthly	<p>Print publishing quality means that the Concessionaire will ensure that Statutory Instruments are printed accurately according to contractual specifications set out in Schedule 2.</p> <p>The Concessionaire will ensure that Statutory Instruments are accurate according to the contractual specifications set out Schedule 2.</p> <p>The Grantor randomly samples 20 pieces of legislation from the last month</p>

						and checks them manually against the contractual specifications set out Schedule 2, for example to check finishing quality, imprints, barcodes, misprints.
KPI 7	Print publishing speed	Users of the service can access the official print version of legislation as soon as it can be made available and according to the timeframes set out in Schedule 2.	100% of documents published according to the Publishing Timelines set out in Schedule 2.	Reviewed against the Publishing Timelines set out in Schedule 2.	Monthly, with an annual review	The Concessionaire will ensure that all items of legislation are print published according to the specifications in the Publishing Timelines set out in Schedule 2. The Concessionaire will monitor the print publishing speed and will provide the results of such monitoring to the Grantor in accordance with the provisions of Schedule 5 (Reporting)
KPI 8	Online publishing speed	Users of the service can access the official print version of legislation as	100% of documents published according to the Publishing Timelines set out	Reviewed against the Publishing Timelines set out in Schedule 2	Monthly, with an annual review	The Concessionaire will ensure that all items of legislation are online published according to the specifications in the Publishing Timelines set out in Schedule - both as xhtml and in

		soon as it can be made available and according to the timeframes set out in Schedule 2.	in Schedule 2.			pdf. The Concessionaire will monitor the online publishing speed and will provide the results of such monitoring to the Grantor in accordance with the provisions of Schedule 5 (Reporting)
--	--	---	----------------	--	--	---

Table 2 – KPI service levels

KPI	Operative from	Service Level – across the year. C4 is the service standard			
		C4 (0 points)	C3 (- 1 point)	C2 (- 2 points)	C1 (- 3 point)
KPI 1 SI support desk response time	Beginning of the contract	100% of enquiries are personally responded to within 60 minutes between Monday to Friday, 8.30am to 17.30pm	95.0% to 99.9% of enquiries are personally responded to within 60 minutes between Monday to Friday, 8.30am to 17.30pm	90% - 94.9% of enquiries are personally responded to within 60 minutes between Monday to Friday, 8.30am to 17.30pm	88.9% or less of enquiries are personally responded to within 60 minutes between Monday to Friday, 8.30am to 17.30pm
KPI 2 Escalation Scenarios	Beginning of the contract	100% of Escalation Scenarios are reported within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm	Between 98% - 99.95% of Escalation Scenarios are reported within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm	Between 97% to 99.95% of Escalation Scenarios are reported within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm	96.9% or less of Escalation Scenarios are reported within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm
KPI 3 SI template training courses	Beginning of the contract	98% or above of Users are very satisfied or satisfied with the SI template training	Between 94% and 97.9% of Users are very satisfied or satisfied with the SI template training	Between 89% and 93.9% of Users are very satisfied or satisfied with the SI template training	88.9% or less of Users are very satisfied or satisfied with the SI template training

		received	received	received	received
KPI 4 Lawmaker training courses	Beginning of the contract	98% or above of Users are very satisfied or satisfied with the Lawmaker training received	Between 94% and 97.9% of Users are very satisfied or satisfied with the Lawmaker training received	Between 89% and 93.9% of Users are very satisfied or satisfied with the Lawmaker training received	88.9% or less of Users are very satisfied or satisfied with the Lawmaker training received
KPI 5 Online publishing accuracy. This KPI is measured in two ways. The monthly performance score will be the highest service credit score of the two scores	Beginning of the contract	There are no service desk calls relating to textual inconsistencies that the Grantor deems to be the responsibility of the Concessionaire	1 to 4 service desk call relating to textual inconsistencies that the Grantor deems to be the responsibility of the Concessionaire	5 to 10 service desk calls relating to textual inconsistencies that the Grantor deems to be the responsibility of the Concessionaire, or any of the service desk calls relate to missing text that impacts on legal certainty for the user	10 or more service desk calls relating to textual inconsistencies that the Grantor deems to be the responsibility of the Concessionaire
		100% of the documents checked are accurate i.e. with no errors	No more than 2 of the documents checked have errors	3 to 9 of the documents checked have errors, or any of the documents checked have missing text that impacts on legal certainty for the user	10 or more of the documents checked have errors

KPI 6 Print publishing accuracy	Beginning of the contract	100% of sampled print documents are accurate	1 - 4 of the documents checked have errors	5 - 10 of the documents checked have errors, or any of the documents checked have missing text that impacts on legal certainty for the user	10 or more of the documents checked have errors
KPI 7 Print publishing speed	Beginning of the contract	100% of documents published according to the Publishing Timelines set out in Schedule 2	99.5% to 99.99% of documents published according to the Publishing Timelines set out in Schedule 2	98% to 99.49% of documents published according to the Publishing Timelines set out in Schedule 2	97.99% or less of documents published according to the Publishing Timelines set out Schedule 2
KPI 8 Online publishing speed	Beginning of the contract	100% of documents published according to the Publishing Timelines set out in Schedule 2	99.5% to 99.99% of documents published according to the Publishing Timelines set out in Schedule 2	98% to 99.49% of documents published according to the Publishing Timelines set out in Schedule 2	97.99% or less of documents published according to the Publishing Timelines set out Schedule 2

PART C: ESCALATION SCENARIOS AND INCIDENT REPORT REQUIREMENTS

7 Escalation Scenarios and Incident Reporting

- 7.1 In accordance with KPI 2, the Concessionaire will ensure that the Grantor is made aware of Escalation Scenarios so that it can help manage the effects appropriately.
- 7.2 The Concessionaire will create, maintain and share an Escalation Scenario document detailing different scenarios listed in Part III of this Schedule and the key people who need to be involved in the communications. The Concessionaire will also set up email groups for each of the scenarios to facilitate a faster response and eliminate the risk of key people being left out of the communications.
- 7.3 The Concessionaire will provide incident reports for all P1 and P2 incidents and for the scenarios listed below, will provide an incident report number for each separate incident, and will create, maintain and share with the Grantor an incident report log which details the date each incident occurred, the date the incident report is due and received, the nature of the incident, and any outstanding actions:
 1. **Emergency parliamentary procedures** – the Concessionaire is contacted directly by Government to publish emergency legislation.
 2. **Complaints and persistent problems** – Any official complaint received from a user of the services provided under the Contracts or any on-going or repeat complaint or problem that is not satisfactorily resolved after initial response.
- 7.4 The Grantor may request, and the Concessionaire will provide, Incident Reports for incidents that fall outside the defined Escalation Scenarios.
- 7.5 The Concessionaire will provide the Grantor with an interim Incident Report for all of the scenarios listed in paragraph 8.3 of Part C of this Schedule as soon as possible after the incident occurred, but no later than 3 working days after the incident has been recorded. This report will detail the nature of the incident, user impact (who and what) and will detail the actions the Concessionaire is taking to either understand the cause of the incident or resolve the incident for each incident that occurs.
- 7.6 For Priority Level 1 and Priority Level 2 Incidents, the Concessionaire will provide a full Incident Report detailing the nature of the incident and the actions taken by the Concessionaire to resolve the incident and mitigate the risk of re-occurrence. The Concessionaire will consult with and agree with the Grantor the deadline for the receipt of the full Incident Report.
- 7.7 For Priority Level 3 and below incidents, the Concessionaire will document the actions taken, and will provide summaries in the Monthly Performance Report, in accordance

with the provisions of Schedule 5 (Reporting). The Grantor may require a full incident report for Priority Level 3 and below incidents.

- 7.8 The Concessionaire will track and link related incidents, so that it can report on trends and wider issues, will report on trends and wider issues at the Delivery Boards, and take mitigating action as required by the Grantor.
- 7.9 The Concessionaire will monitor the provision of Incident Reports and will provide the results of such monitoring to the Grantor in accordance with the provisions of Schedule 5 (Reporting).

Schedule 4 – Governance

1 Introduction

- 1.1 This Schedule describes the procedures that will be used to manage the relationship between the Grantor and the Concessionaire under this Agreement during the Term.

2 Establishment of the Boards

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

- 2.2 If 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 must be of suitable seniority and expertise, to the satisfaction of the Grantor.

- 2.3 The Concessionaire and the Grantor will ensure that its Board Members make all reasonable efforts to attend Board meetings and 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.

- 2.4 The Boards will be chaired by the Grantor, who is responsible for:

- (a) scheduling Board meetings;
- (b) setting the agenda for Board meetings;
- (c) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
- (d) 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
- (e) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- (f) Board meetings will be quorate as long as at least two (2) representatives from each Party are present, not including the Chair.

- 2.5 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.

3 The Strategy Board

3.1 The Strategy Board will:

- (a) Have oversight of the financials as set out in Schedule 6 (Financial Matters), including approving any changes to the publishing, typesetting and training charges, the Variable Royalty Payment, the Platform Payment, and the Supplement Payment;
- (b) Have oversight of the volumes and types of legislation published over the Term of the Agreement, and who by, including the Concessionaire's analysis of trends;
- (c) Have oversight of the Concessionaire's performance against the KPIs set out in the Agreement;
- (d) Provide senior level guidance and leadership on legislative policy issues or changes that may impact on the delivery of the Legislation Publishing Services set out in the Agreement;
- (e) Have oversight of the Publishing Concession risk register; and
- (f) 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).

Strategy Board Attendees

Chairperson	[Data Redacted]
Grantor members of the Strategy Board	[Data Redacted]
Concessionaire members for Strategy Board	[Data Redacted]

External representation – external suppliers, legislation Platform contractor, Lawmaker Service Team as required	If required, and as agreed by the Grantor for specific agenda items
Start date for Strategy Board meetings	August 2023
Frequency of Strategy Board meetings	Quarterly, unless otherwise agreed with the Grantor
Location of Strategy Board meetings	Online unless otherwise agreed with the Grantor

4 Delivery Board

- 4.1 The Delivery Board will meet monthly, unless otherwise agreed with the Grantor.
- 4.2 The Delivery Board will monitor and oversee the Concessionaire's delivery of the Legislation Publishing Services set out in this Agreement, with a focus on performance measurement and reporting (monitoring publishing trends, sales and so on), Lawmaker integration, and oversight of the Financial Matters set out in Schedule 6, including the monitoring of the Variable Revenue Payment, the Platform Payment, the Supplement Payment and charges (forecast against actuals, and monitoring trends).
- 4.3 The Delivery Board will provide the forum for the Concessionaire to raise concerns about the legislation.gov.uk Publishing Platform or Lawmaker where it is impacting on the Concessionaire's performance, or to suggest changes or improvements to the Platform or Lawmaker that would introduce efficiencies or improve the User experience.
- 4.4 The Delivery Board will provide the forum for the Grantor to share (as appropriate) any legislative or policy changes that it is aware of that may impact on the requirements set out in this Agreement, or the Concessionaire's ability to meet those requirements.
- 4.5 The Delivery Board will
 - (a) Discuss any issues regarding the development or maintenance of the legislation.gov.uk Platform that could impact on the Concessionaire's ability to deliver the requirements set out in this Agreement.
 - (b) Monitor and oversee the Concessionaire's financial management and management information produced around publishing volumes and trends.
 - (c) Discuss all P1 and P2 incidents, including impacts on Users, actions taken and formal sign off of incident reports.
 - (d) Monitor Performance Management, including tracking Performance Management trends and discussing any KPI failures.

- (e) Discuss any SI Template publishing issues, or changes required.
- (f) Discuss any Lawmaker publishing or integration issues.
- (g) Discuss ways of working, as and when required.
- (h) Discuss and agree the Publishing Concession risk register.

4.6 The Platform Board will escalate issues to the Strategy Board as required by the Parties.

Delivery Board attendees

Chairperson	[Data Redacted]
Grantor members of the Delivery Board	[Data Redacted]
Concessionaire members of the Delivery Board	[Data Redacted]
External representation – external suppliers, legislation Platform Contractor, Lawmaker Service Team	If required, and as agreed by the Grantor, for specific agenda items
Start date for Delivery Board meetings	August 2023
Frequency of Delivery Board meetings	Monthly unless otherwise agreed with the

	Grantor
Location of Delivery Board meetings	As agreed – online using Microsoft Teams or equivalent, or face-to-face

Schedule 5: Reporting

1 Reporting to the Delivery Board

- 1.1 From the beginning of the contract term, the Concessionaire will provide the following reports to the Grantor, updated on a monthly basis, collectively the 'Delivery Board Report'.
- 1.2 For all reports, where appropriate the Concessionaire will provide the underpinning management information in an Excel spreadsheet, or similar, with active formulas with some written analysis provided by the Concessionaire.

Legislation publishing volumes		
Title	Legislation	Start date
Secondary legislation	<p>Secondary legislation published in the reporting month, and over the duration of the contract term, with an analysis of trends:</p> <ul style="list-style-type: none"> • Online • Print • By legislation type • Sponsor Department • Method of submission (SI Template, Lawmaker, Other) 	Agreement start date
Primary legislation	<p>Primary legislation published in the reporting month, and over the duration of the contract term, with an analysis of trends:</p> <ul style="list-style-type: none"> • Online • Print • By legislation type • Sponsor Organisation • Submitted using Lawmaker 	Agreement start date
Associated	Volumes and types of Associated	Agreement start date

documents	Documents published in the reporting month and over the duration of the contract term, with an analysis of trends.	
Annual Bound volumes	Volumes published (if any) in the reporting month and over the duration of the contract term, with due dates and any deadlines set out in this Agreement that have not been met.	Agreement start date
Chronological Tables	Volumes published (if any) in the reporting month and over the duration of the contract term with due dates and any deadlines set out in this Agreement that have not been met.	Agreement start date
Print on Demand	Lists of print on demand requests fulfilled in the reporting month, with titles of legislation, for the reporting month and over the duration of the contract term, to include any print on demand requests that the Concessionaire has not been able to fulfil.	Agreement start date
Free copies to departments	Confirmation of copies provided, when and who to	Agreement start date
Frequency	Monthly, with an annual summary	Agreement start date
Customer services and sales		
Title	Content	Start date
Standing orders	Number of standing orders, grouped by type (e.g. member of the public, library, wider public sector etc), and an analysis of trends (e.g. numbers rising, falling etc.)	Agreement start date
Bound volumes, Annual Editions and Chronological Tables	Report of volumes produced and on progress against approved timelines for those in progress.	Agreement start date
Print on Demand	Number of print on demand orders	Agreement start date

	<p>received and fulfilled (if different i.e. itemise those requests you were not able to fulfill).</p> <p>Number of print on demand pdfs sourced, created and re-uploaded to the legislation.gov.uk website.</p>	
Contact centre data	<p>Reports on numbers of emails, for example number of ad hoc orders fulfilled broken down by: publication, document type, order method and customer type (including government department, library, Parliament, bookshop, company or private individual) and the jurisdiction in which they are based (ie England, Wales, Scotland, Northern Ireland, Overseas).</p> <p>Report on number of publishing enquires, “publishing billing queries”, Departments, number of queries and narrative, look for trends</p>	Agreement start date
Frequency	Monthly, with an annual summary	Agreement start date
Publishing issues		
Issue experienced	Analysis	Start date
Outputs of Lawmaker issues	<p>Flagging Lawmaker issues that are impacting on the successful delivery of Legislation Publishing Services including an analysis of trends (a common experience, a one off, how many in the reporting period/over the contract term), trends analysis to identify common or recurring issues, departments, training requirements and so on.</p>	Agreement start date
Missing ALT text	A list of all legislation where TSO have added in ALT text not provided by the drafter.	

Performance monitoring summary and trends analysis		
Performance Monitoring report	<p>The Concessionaire will produce a summary report of performance against the Key Performance Indicators for the reporting month, and trends over the contract term, to include:</p> <ul style="list-style-type: none"> (a) KPI scored for the reporting month, including KPI failures (and Priority Levels) or repeat KPI failures, with details of all actions being undertaken to improve performance. (b) Analysis of performance trends over the contract term. 	Contract start date
Frequency	Monthly, with an annual summary	Contract start date
Performance Management complete data		
Title	Performance Monitoring Complete Management Information	Start date
Description	<ul style="list-style-type: none"> The raw data and detailed information used to produce the Performance Monitoring Summary, Trends and Overview Report 	Agreement Start date
KPI 1 SI Support Desk Response Times	<ul style="list-style-type: none"> A list of the 20 sampled enquiries in that month detailing the time the call was logged, the time it was responded to, category of issue and a summary of the response provided. If applicable analysis of common issues An exception report highlighting 	Agreement Start date

	<p>where the KPI requirement was not met.</p> <ul style="list-style-type: none"> • The percentage score for the month. • The Performance Score allocated. 	
KPI 2 Escalation Scenario awareness	<ul style="list-style-type: none"> • All Escalation Scenarios in the month • The time they were raised and the time the Grantor/external developer/Publishing Concessionaire was notified. • An exceptions report listing those Escalation Scenarios that were notified outside of the timeframes set out for KPI 3. • A list of all outstanding interim incident reports produced in the month, flagging any that are outstanding for the month or over the contract term; • A list of all full incident reports produced in the month, flagging any that are outstanding for the month or over the contract term; • A list of any outstanding decisions or actions arising from either an interim or a full incident report. 	Agreement Start date
KPI 3 SI Template training courses	<ul style="list-style-type: none"> • During the month, the number of attendees and the departments who attended. • Collated survey data for the feedback from the month • Collated feedback from the 3 month follow up surveys 	Agreement Start date

	<ul style="list-style-type: none"> • All free text field copy from the training survey on the day and the follow up surveys • A percentage score for the month • The Performance Score allocated • Trend analysis over the Service Period 	
KPI 4 Lawmaker training courses	<ul style="list-style-type: none"> • During the month, the number of attendees and the departments who attended. • Collated survey data for the feedback from the month • Collated feedback from the 3 month follow up surveys • All free text field copy from the training survey on the day and the follow up surveys • A percentage score for the month • The Performance Score allocated • Trend analysis over the Service Period 	Agreement Start date
KPI 5 Online publishing accuracy	<ul style="list-style-type: none"> • A list of all textual inconsistencies logged in Service Desk, and who by, for the month. • An exceptions report – textual inconsistencies logged in the month that fall outside of the Service Period. • A list of any outstanding textual inconsistencies for the Service Period and actions being taken to remedy them. 	Agreement Start date

	<ul style="list-style-type: none"> • A breakdown of textual inconsistencies by cause e.g. drafter error. • A percentage score for textual inconsistencies for the month, and the Service Credit score allocated • A list of the 20 pieces of legislation analysed in the month, listing any errors found, and the cause of those errors. • The Performance Score for the 20 pieces of legislation. The monthly performance score will be the highest service credit score of the two scores • The overall Performance Score for the KPI. 	
KPI 6 Print Publishing accuracy	<ul style="list-style-type: none"> • A list of the 20 pieces of legislation checked for the month previous month i.e. Oct KPI looks at Sept – increased at the Grantor's discretion in the event of non performance until the performance has been rectified. • A list of any errors found • The Performance Score for the month and trends over the contract period 	Agreement Start date
KPI 7 Print Publishing Speed	<ul style="list-style-type: none"> • Information showing the production timescales of each print SI sent for publication compared with contractual publication timescales; with a summary report by region (England, Northern Ireland, Scotland or Wales) of percent exceeding, 	Agreement Start date

	<p>meeting, not conforming to contractual requirements, to include:</p> <ul style="list-style-type: none"> • Title Details: <ul style="list-style-type: none"> – SI Number – Type/ Region – Title – ISBN – Sponsor Department – No. Pages – Issue Date as per Daily List • Sponsor Department's Specified Publication Date • Default Production Schedule: <ul style="list-style-type: none"> – Default Publication Date – No of Contractual Production days • Actual Production Schedule: <ul style="list-style-type: none"> – Publication Date – Difference (Rec'd/ Pub) • Production Analysis: <ul style="list-style-type: none"> – Difference between Actual Publication and Publication Date Requested – Production Performance against Contract • The Performance Score and trends over the contract period. 	
KPI 8 Online publishing speed	<ul style="list-style-type: none"> • Information showing the production timescales of each SI sent for publication compared with contractual publication timescales for html and pdf publishing; with a 	Agreement start date

	<p>summary report by region (England, Northern Ireland, Scotland or Wales) of percent exceeding, meeting, not conforming to contractual requirements, to include:</p> <ul style="list-style-type: none"> • Title Details: <ul style="list-style-type: none"> – SI Number – Type/ Region – Title – ISBN – Sponsor Department – No. Pages – Issue Date as per Daily List • Sponsor Department's Specified Publication Date • Default Production Schedule: <ul style="list-style-type: none"> – Default Publication Date – No of Contractual Production days • Actual Production Schedule: <ul style="list-style-type: none"> – Publication Date – Difference (Rec'd/ Pub) • Production Analysis: <ul style="list-style-type: none"> – Difference between Actual Publication and Publication Date Requested – Production Performance against Contract <p>The Performance Score and trends over the contract period.</p>	
Title	Monthly Financial information Report	Start Date

Description	A high level summary of the Concessionaire's performance over the relevant month and over the contract term, in respect of the Grantor's financial year (April to March).	Agreement Start Date
Information to be included	<ul style="list-style-type: none"> • An update and breakdown of Supplement Charges • An update and breakdown of Platform Payments • An update and breakdown of Variable Royalty Payments • An update and breakdown of investment activity • Sales figures for the month in question by volume and price. Summarised figures and detailed by jurisdiction and titles. • Sales Forecast figures for the contract year phased by month and updated monthly with actual costs incurred year to date. • Legislation Publishing Charges to sponsoring departments for the month summarised and split by department and jurisdiction. Each department costs to detail make up of such by type (e.g. SI). Report to detail Standard Charges, additional typesetting charges and Supplementary Charges • SI Training charges including any additional training to Government Drafters, detailed by jurisdiction, including any additional costs incurred. 	Agreement Start Date

	<ul style="list-style-type: none"> • Lawmaker Training charges including any additional training to Government Drafters, detailed by jurisdiction, including any additional costs incurred. • Typesetting costs broken down by department. • Financial forecasts for the year phased by month and updated monthly with actual costs incurred year to date 	
--	--	--

2 Reporting for the Strategy Board

- 2.1 From the beginning of the Agreement term, the Concessionaire will provide the following documentation to the Grantor, updated on a quarterly basis, collectively the 'Strategy Board Report'.

Content header	Content required
Escalations from the Delivery Board	The Strategy Board will discuss and arbitrate any issues escalated to it from the Delivery Board. The Concessionaire will include background information and analysis to the Board of any issues that are escalated, to aid Board discussion.
Publishing volumes summary and trends	The Strategy Board will receive a report from the Concessionaire on publishing volumes for the quarter, by department and by type of legislation, with an analysis of trends and potential impacts on variable royalty returns, Supplement Charges and Platform Payments.
Performance Management Report Summary	The Concessionaire will provide a summary of KPI scores for the reporting quarter, including analysis of any KPI failures or Service Credits.
Incident report summary P1 and P2	The Concessionaire will detail all P1 and P2 incidents that occurred over the reporting quarter, with a summary of actions taken, or actions outstanding, plus any additional outstanding P1 or P2 incidents that occurred outside of the reporting period, with a summary of actions intended to be taken.

Finance summary	The Concessionaire will provide a summary of financial activity for the reporting quarter, reporting actual spend against projected budgets and forecasts for the month and financial year.
Risk Register	The Concessionaire will include in the report all new risks and mitigations and any changes to the risk register in the reporting quarter.
Change Control summaries	<p>The Concessionaire will provide information detailing all agreed variations to the contract to include:</p> <ul style="list-style-type: none"> (a) Change Control Notes approved (b) Brief description of Change Control Notes (c) Date signed

3 Open book accounting and reporting

- 3.1 The Concessionaire will use Open Book Accounting and will provide to the Grantor on a monthly basis a profit and loss statement for the Service, including revenue, direct costs, and indirect costs.
- 3.2 The Concessionaire undertakes to keep and preserve for not less than 7 (seven) Years following the end of the financial year in which this Agreement expires accurate accounting records and invoices covering all transactions relating to the subject matter of this Agreement. The Grantor and/or its authorised representatives will be entitled, during the term of this Agreement and for 7 (seven) Years after the expiration of this contract upon reasonable notice at its expense, to inspect such records and to take extracts and copies from them for the purpose of verifying any statement delivered to the Grantor by the Concessionaire. The Concessionaire will keep confidential and will not disclose to any third parties (other than professional advisers where necessary) the results of any such inspection or audit or any of the terms of this contract or any matters incidental to or relating to the business of the Grantor.
- 3.3 The receipt or acceptance of any payment or any statement made or delivered to the Grantor will not stop or prevent the Grantor disputing any such payment or statement at any time and the receipt or acceptance of any payment with knowledge of a breach of any provisions of this contract or of any Default by the Concessionaire will not be deemed to waive such breach or Default.

4 Incident reporting for Service Failures

- 4.1 The Concessionaire will 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, 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 • Priority level • Indication of whether a full or interim report • Incident date • Incident time • Fix date • Fix time • Description of the causes of the incident and the actions taken to resolve the incident • Service(s) and Users affected and impact • Lessons learned / actions implemented • Likelihood of re-occurrence (low, medium, high) • Next steps • Additional comments and observations

5 Contract change summary information

5.1 The Concessionaire will provide the following report annually from the Commencement

Date.

Title	Contract Change Summary Information
Description	Information detailing all agreed Changes to the Contract made in accordance with Schedule 10 (Change Control Procedure).
Information to be included but not limited to	<ul style="list-style-type: none"> • Change control note number. • Brief description of a change or Variation. • Date signed.

6 Records

- 6.1 The Concessionaire will retain and maintain all the records (including superseded records) referred to in Paragraph 1 of Annex 1 (together “**Records**”):
- (a) in accordance with the requirements of The National Archives and Good Industry Practice;
 - (b) in chronological order;
 - (c) in a form that is capable of audit; and
 - (d) at its own expense.
- 6.2 The Concessionaire will make the Records available for inspection to the Grantor on request, subject to the Grantor giving reasonable notice.
- 6.3 Where Records are retained in electronic form, the original metadata will be preserved together with all subsequent metadata in a format reasonably accessible to the Grantor.
- 6.4 The Concessionaire will, during the Term and a period of at least 7 years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of Legislation Publishing Services including but not limited to all Records.
- 6.5 Records that contain financial information will be retained and maintained in safe storage by the Concessionaire for a period of at least 7 years after the expiry or termination of this Contract.

Schedule 5, ANNEX 1: Records to be kept by the Concessionaire

The records to be kept by the Concessionaire are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement 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 Legislation Publishing 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 Legislation Publishing Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Concessionaire in relation to the provision of Legislation Publishing 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 9 (Security Management).

16. All appropriate documents and records in relation to the Legislation Publishing Services being delivered and the other Requirements to be satisfied (e.g. Concessionaire 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 Agreement.
18. All other records, notices or certificates required to be produced and/or maintained by the Concessionaire pursuant to this Agreement.
- 1.1 The Grantor may require any or all of the following reports:
 - (a) delay reports;
 - (b) reports which the Concessionaire is required to supply as part of the Management Information;
 - (c) annual reports on the Insurances;
 - (d) security reports; and
 - (e) Force Majeure Event reports.

Schedule 6: Financial Matters

1 Definitions

- 1.1 For the purposes of this Schedule 6 (including all its parts), the following terms will have the meanings referred to below:

“Legislation Publishing Charge”	Means the charge per published document made by the Concessionaire to the Sponsor Department for the capture, transformation and publication of new legislation
“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.
“Platform Payment”	Means an additional payment per published document made by the Concessionaire to the Grantor for the use of the legislation.gov.uk Platform, as set out in Table 1 of Schedule 6.2.
“Sponsor Department”	Means the department which submitted a document for publication
“Supplement Charge”	Means an additional charge per document to any or all documents listed in Table 1 of Schedule 6.2 which will be applied in addition to the standard Legislation Publishing Charge as one single combined price to Sponsor Departments.
“Supplement Payments”	Means the combined Supplement Charges to the Grantor as set out in Schedule 6.2.

“Variable Royalty Payment”	Means the return to the Grantor on all commercial activities carried out under the terms of this Agreement as set out in Schedule 6.1.
-----------------------------------	--

Schedule 6.1 Payment to the Grantor

1 Introduction

- 1.1 The methods of charging under the terms of this Agreement are bound by the principles of charging as set out in Managing Public Money, Chapter 6 (Fees, Charges and Levies: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1075006/MPM_Spring_21_without_annexes_040322_1.pdf).
- 1.2 This Schedule 6.1 details the Variable Royalty Payment to be made to the Grantor on commercial services, and other cost recovery payments to be paid by the Concessionaire to the Grantor.
- 1.3 All payments are exclusive of VAT. VAT will be applied where applicable.
- 1.4 Interest on any late payment will be charged at a rate of 6% above base rate, calculated on the relevant outstanding sum.

2 Payment to the Grantor

- 2.1 [Data Redacted]
- 2.2 By 31 August of each Contract Year during the Term, the Concessionaire will provide to the Grantor a forecast of the Variable Royalty Payments, Supplement Payments and Platform Payments for that Contract Year.
- 2.3 Subject to Early Termination, by 31 August of each Contract Year during the Term, the Concessionaire will confirm the Variable Royalty Payments and Supplement Payments and Platform Payments paid to the Grantor over the previous Contract Year.

3 VAT

- 3.1 The Concessionaire will apply VAT on the Variable Royalty Payment and Supplement Payment at the prevailing rate and in the manner prescribed by Law from time to time.
- 3.2 VAT, where applicable, will be shown separately on all invoices as a strictly net extra charge.
- 3.3 The Concessionaire will, if so requested by the Grantor, furnish such information as may reasonably be required by the Grantor as to the amount of VAT chargeable on the Variable Royalty Payment, Platform Payment and Supplement Payment.

4 Open book accounting and reporting

- 4.1 The Concessionaire will use Open Book Accounting and will provide to the Grantor on a monthly basis a profit and loss statement for the Services, which includes revenue, direct cost, and indirect cost with comparisons against monthly and full year targets, as

set out in Schedule 5 (Reporting).

- 4.2 The Concessionaire undertakes to keep and preserve for not less than 7 (seven) Years following the end of the financial year in which this Agreement expires accurate accounting records and invoices covering all transactions relating to the subject matter of this Agreement. The Grantor and/or its authorised representatives will be entitled, during the term of this Agreement and for 7 (seven) Years after the expiration of this Agreement upon reasonable notice at its expense, to inspect such records and to take extracts and copies from them for the purpose of verifying any statement delivered to the Grantor by the Concessionaire. The Grantor will keep confidential and will not disclose to any third parties (other than professional advisers where necessary) the results of any such inspection or audit or any of the terms of this Agreement or any matters incidental to or relating to the business of the Grantor.
- 4.3 If any inspection under Paragraph 4.2 demonstrates an underpayment by the Concessionaire the costs incurred by the Grantor in carrying out such inspection will be reimbursed by the Concessionaire together with the full amounts underpaid. In the event that such inspection demonstrates an overpayment of Royalties, Platform Payment or Supplement Payment, the Concessionaire will be entitled to be reimbursed by the Grantor for the amount(s) overpaid. Any claim made by either party under this Paragraph 4.3 must be made within 6 (six) months of the last date of the Account Period to which that claim relates.
- 4.4 The receipt or acceptance of any payment or any statement made or delivered to the Grantor will not stop or prevent the Grantor disputing any such payment or statement at any time and the receipt or acceptance of any payment with knowledge of a breach of any provisions of this Agreement or of any Default by the Concessionaire will not be deemed to waive such breach or Default.

Schedule 6.2 Publishing charges

1 Introduction to Prices

- 1.1 This Part details the prices to be charged by the Concessionaire in the following circumstances, and the Variable Royalty Payment and return required under the Terms of this Agreement:
- (a) The Legislation Publishing Charge to the Sponsor Department for the capture, transformation and publication of new legislation.
 - (b) Supplement Charges to Sponsor Departments on behalf of the Grantor for the publication of new legislation;
 - (c) Charges to Government departments and relevant organisations for training in the use of the SI Template, Lawmaker and validation service;
 - (d) Charges for typesetting;
 - (e) Charges for the sale of hardcopy print products.
- 1.2 All payments are exclusive of VAT. VAT will be applied where applicable.

2 Legislation publishing charges

- 2.1 The Concessionaire will apply the charges in Table 1, to be paid by the Sponsor Department responsible for the document, for the capture, transformation and publication of all new legislation and associated documents, when submitted either via the SI Template, or by any other method. Charges apply to all page extents, and include web and print publication as described in this Agreement:

Table 1: Publishing Charges to Sponsor Departments and Platform Payment payable by the Concessionaire

[Data Redacted]

- 2.2 Where additional typesetting is required as set out in Schedule 2, the Concessionaire will apply an additional charge of [Data Redacted] per page for first proofs and [Data Redacted] per page for second and subsequent proofs.
- 2.3 Where a Sponsor Department has instructed the Concessionaire to manually correct minor impact errors in any document for publication (as specified in paragraph 13.5 of Schedule 2) the Concessionaire may charge an additional correction charge of [Data Redacted] per document.
- 2.4 Where a Sponsor Department requires a Statutory Instrument to be reissued free of charge, the Concessionaire will coordinate the production of corrected legislation under

instruction by the Grantor and will coordinate the printing and distribution to customers who have purchased the original Hardcopy document. The Concessionaire will charge the Sponsor Department 50% of the new cover price for the cost of printing the items plus postage.

- 2.5 The Concessionaire will provide the Sponsor Department with one hard copy of each piece of legislation submitted, on request, free of charge. Additional copies may be requested by the Sponsor Department, which will be provided by the Concessionaire at 50% of the cover price, plus postage. The Concessionaire will make all arrangements for taking orders, delivery and charging.
- 2.6 For the avoidance of doubt, the following document types will not generate a publishing charge: UK Acts, Acts of the Senedd Cymru, Acts of the Scottish Parliament, Northern Ireland Acts, Primary Explanatory Notes, Primary Correction Slips.
- 2.7 Where charges are applicable, the Concessionaire will collect all charges from the Sponsor Department.
- 2.8 The Grantor retains the right at its sole discretion to apply an additional charge per document to any or all documents listed in Table 1 of this Schedule 6 (**“the Supplement Charge”**), which will be applied in addition to the standard Legislation Publishing Charge as one single combined price to Sponsor Departments.
- 2.9 The Grantor retains the sole right to amend, add or delete any or all of the Supplement Charges as laid out in Table 1 of this Schedule 6.
- 2.10 The Concessionaire will be responsible for the collection of all charges from Sponsor Departments, including the Supplement Charge.
- 2.11 The Concessionaire will subsequently pay the combined Supplement Charges to the Grantor (**“the Supplement Payment”**) at no extra cost to the Grantor, in monthly payments.
- 2.12 The Concessionaire may not make any changes to the charges or to Table 1 of this Schedule 6 without the consent of the Grantor.

3 Training service charges

- 3.1 The Concessionaire will provide free of charge, each year:
 - (a) Up to ten full day (or twenty half day refresher sessions) of training for drafters of UK SIs in London; and
 - (b) Up to four days additional free training (or eight half day refresher sessions) in each location for drafters in Belfast, Cardiff and Edinburgh.

3.2 Additional training courses for bespoke or refresher training requested by Government Users (or such third party as may be approved in advance by the Grantor) will be paid for by the Government Department (or such third party) requesting the training, based on the following charges:

(a) [Data Redacted] per new user session;

(b) [Data Redacted] per refresher session;

In each case there would be a limit on the number of attendees: a maximum of 6 for remote sessions and 8 where sessions are held on site.

3.3 Additional charges for specific training requirements, or any incurred travel and subsistence charges for the trainer, are to be negotiated between the Concessionaire and the requesting department. The Concessionaire will keep a comprehensive record of travel and subsistence charges and make them available to the Grantor if the Grantor so requires.

3.4 The Concessionaire will be responsible for the collection of any charges from the requesting departments.

3.5 The Concessionaire may not make any changes to the charges in Paragraph 3.2 without the consent of the Grantor.

4 Hardcopy print charges

4.1 The Concessionaire will apply the following cover prices to publications for sale as hardcopy:

Table 2: Cover Prices for legislation and explanatory documents

[Data Redacted]

Table 3: Cover Prices for Bound Volumes and Annual Editions

[Data Redacted]

Table 4: Cover Prices for Chronological Tables

[Data Redacted]

4.2 The Concessionaire may not make any changes to the charges in Tables 2-4 (inclusive) without the consent of the Grantor. Any changes must be evidenced using the Change Control procedure as outlined in Schedule 10 (Change Control Procedure).

5 Grantor invoices

- 5.1 The Concessionaire will notify the Grantor of each monthly Supplement Payment and monthly Variable Royalty Payment within 10 working days of the last day of each month.
- 5.2 Each notification will at all times be accompanied by Supporting Documentation. Any assessment by the Grantor as to what constitutes Supporting Documentation will not be conclusive and the Concessionaire undertakes to provide to the Grantor any other documentation reasonably required by the Grantor from time to time to substantiate a notification of payments due.
- 5.3 The Grantor will invoice the Concessionaire in respect of the monthly Supplement Payment, Platform Payment and Variable Royalty Payment within 20 working days of notification.
- 5.4 The Grantor will invoice the Concessionaire in respect of any Concessioner-funded Discretionary Investment development work within 20 working days of notification of the completion of the relevant work, or according to a payment schedule agreed with the Grantor.

6 Payment Terms

- 6.1 Subject to the relevant provisions of this Schedule, the Concessionaire will make payment to the Grantor within 30 days.
- 6.2 Unless the Parties agree otherwise in writing, all invoices will be paid in sterling by electronic transfer of funds to the bank account that the Concessionaire or the Grantor has specified on its invoice.

Schedule 6.3 Financial distress

1 Definitions

1.1 In this Schedule, the following definitions will apply:

“Credit Rating Level”	Means a credit rating level as specified in Appendix 2.
“Credit Rating Threshold”	Means the minimum Credit Rating Level for the Concessionaire and the Guarantor as set out in Appendix 3 and for each Key Sub-contractor.
“Rating Agencies”	Means 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 will promptly notify (or will 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 will 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 will:

- (a) regularly monitor the credit ratings of the Concessionaire and each Key Sub-contractor with the Rating Agencies; and
- (b) promptly notify (or will 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) will 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 will have the obligations and the Grantor will 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 will 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 will (and will procure that the Guarantor and/or any relevant

Key Sub-contractor will):

- (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 will 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 will inform the Concessionaire of its reasons and the Concessionaire will take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which will be resubmitted to the Grantor within 5 Working Days of the rejection of the first draft. This process will be repeated until the Financial Distress 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 will:

- (a) on a regular basis (which will 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 will 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 will notify the Grantor and the Parties may agree that the Concessionaire will be relieved of its obligations under Paragraph 3.6.

4 Termination rights

- 4.1 The Grantor will be entitled to terminate this Contract under Clause 35.2(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 will be relieved automatically of its obligations under

Paragraphs 3.3 to 3.6; and

- (b) the Grantor will not be entitled to require the Concessionaire to provide financial information in accordance with Paragraph 3.3(b)(ii).

Annex 1: credit rating agencies

- Creditsafe – 5 rating levels
- Experian – 3 rating levels

Annex 2: credit rating levels

- Credit Rating Level 1
 - Creditsafe 71 – 100 (very low risk)
 - Experian 80 – over (very low risk)

- Credit Rating Level 2
 - Creditsafe 51 – 70 (low risk)
 - Experian 40 – 80 (medium risk)

- Credit Rating Level 3
 - Creditsafe 30 – 50 (moderate risk)
 - Experian 40 and below (high risk)

- Credit Rating Level 4
 - Creditsafe 21 – 30 (high risk)

- Credit rating Level 5
 - Creditsafe 1 – 20 (very high risk)

Annex 3: credit ratings and credit rating thresholds

	Credit rating (long term)	Credit Rating Threshold
Concessionaire		
Creditsafe	92	Very low risk
Experian	100	Very low risk

Schedule 6.4 Audit Rights

6 Audit rights

6.1 The Grantor, acting by itself or through its Audit Agents, will have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Concessionaire and/ or its Key Sub-contractors of the Concessionaire's obligations under this Agreement, including for the following purposes:

- (a) to verify the integrity and content of any Financial Report as set out in Schedule 5 (Reporting);
 - (b) to verify the Charges as set out in Schedule 6;
 - (c) to verify the Open Book Data;
 - (d) to verify the Concessionaire's and each Key Sub-contractor's compliance with this Agreement and applicable Law;
 - (e) to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Grantor will have no obligation to inform the Concessionaire of the purpose or objective of its investigations;
 - (f) to identify or investigate any circumstances which may impact upon the financial stability of the Concessionaire, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
 - (g) to obtain such information as is necessary to fulfil the Grantor's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (h) to review any books of account and the internal contract management accounts kept by the Concessionaire in connection with this Agreement;
 - (i) to carry out the Grantor's internal and statutory audits and to prepare, examine and/or certify the Grantor's annual and interim reports and accounts;
 - (j) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Grantor has used its resources;
 - (k) to verify the accuracy and completeness of any Management Information
-

delivered or required by this Agreement;

- (l) to review any Performance Monitoring Reports and/or other records relating to the Concessionaire's performance of the Services and to verify that these reflect the Concessionaire's own internal reports and records;
- (m) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) to review the accuracy and completeness of the Registers;
- (o) to review the Concessionaire's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) to inspect the Grantor Assets, including the Grantor's IPRs, equipment and facilities, for the purposes of ensuring that the Grantor Assets are secure and that any register of assets is up to date; and/or
- (q) to review the integrity, confidentiality and security of the Grantor Data.

6.2 Except where an audit is imposed on the Grantor by a regulatory body or where the Grantor has reasonable grounds for believing that the Concessionaire has not complied with its obligations under this Agreement, the Grantor may not conduct an audit of the Concessionaire or of the same Key Sub-contractor more than twice in any Contract Year.

6.3 Nothing in this Agreement will prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Concessionaire and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

7 Conduct of audits

7.1 The Grantor will during each audit comply with those security, sites, systems and facilities operating procedures of the Concessionaire that the Grantor deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Concessionaire or delay the provision of the Services.

7.2 Subject to the Grantor's obligations of confidentiality, the Concessionaire will on demand provide the Grantor and the Audit Agents with all reasonable co-operation and assistance (and will procure such co-operation and assistance from its Sub- contractors) in relation to each audit, including:

- (a) all information requested by the Grantor within the permitted scope of the audit;
- (b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- (c) access to the Concessionaire System; and
- (d) access to Concessionaire Personnel.

- 7.3 The Concessionaire will implement all measurement and monitoring tools and procedures necessary to measure and report on the Concessionaire's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.
- 7.4 The Grantor will endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 7.5 The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 7.5, unless the 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 connection with the audit.

8 Use of Concessionaire's internal audit team

- 8.1 As an alternative to the Grantor's right pursuant to Paragraph 6.1 to exercise an audit either itself or through its Audit Agents, the Grantor may require in writing that an audit is undertaken by the Concessionaire's own internal audit function for any of the purposes set out in Paragraph 6.1.
- 8.2 Following the receipt of a request from the Grantor under Paragraph 8.1 above, the Concessionaire will procure that the relevant audit is undertaken as soon as reasonably practicable and that the Grantor has unfettered access to:
- (a) the resultant audit reports; and
 - (b) all relevant members of the Concessionaire's internal audit team for the purpose of understanding such audit reports.

9 Response to audits

- 9.1 If an audit undertaken pursuant to this Schedule 6.4 identifies that:
- (a) the Concessionaire has committed a Default, the Grantor may (without

prejudice to any rights and remedies the Grantor may have) require the Concessionaire to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

- (b) there is an error in a Financial Report, the Concessionaire will promptly rectify the error;
 - (c) the Grantor's Royalty payments or Supplement Charge have been underpaid, the Concessionaire will pay to the Grantor:
 - i. the amount underpaid;
 - ii. interest on the amount underpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Grantor up to the date of repayment by the Concessionaire; and
 - iii. the reasonable costs incurred by the Grantor in undertaking the audit.
-

Schedule 7 Policies

1 Grantor policies applicable to the Concessionaire under the Terms of this Agreement

- 1.1 This Schedule refers to the Grantor's policies that are relevant to this Agreement. 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 Agreement, as outlined in the Terms and Conditions.
- 1.2 The Parties recognise that these policies may be subject to change from time to time. The Grantor will notify the Concessionaire of any relevant changes; at such point in time the policies herein may be amended under the Change Control Procedure.

Policy	Date provided by the Grantor
Equality and Diversity Policy	1 August 2023
Environmental Policy	1 August 2023
Health and Safety Policy	1 August 2023
Security Policy	1 August 2023

Schedule 8 – 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 Agreement 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 15 (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 Agreement
 - 2.2 All Intellectual Property Rights (IPR) subsisting in any content, including any software, specifications, instructions, toolkits, plans, data, drawings, databases, Website(s), documents published on the Website, JIRA stories and comments, 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 Agreement 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 Agreement) 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 Agreement 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.
- 2.4 Notwithstanding Paragraph 2.16, 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 Agreement including (but not limited to) the right to grant sub- licences to Sub-contractors, provided that the Concessionaire shall not, without the Grantor's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Grantor.
- 2.5 In the event of the termination or expiry of this Agreement, the licence granted pursuant to Paragraph 2.4, and any sub-license, shall terminate automatically on the date of such termination or expiry and the Concessionaire shall immediately cease all use of the IP Materials.
- 2.6 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).
- 2.7 The Concessionaire will ensure that the third party owner of any Intellectual Property Rights including any such Intellectual Property Rights identified in this Schedule 8 (Transparency and Intellectual Property Rights) that are or which may be used in performing this Agreement 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 [Data Redacted] (excluding VAT) or less per licence are not covered. The Concessionaire will use best endeavours to ensure that such licence or sub-licence will be non-exclusive, perpetual, royalty free and irrevocable and will include the right for the Grantor to sub-license, transfer, or novate to other Crown bodies, the Replacement Concessionaire or to any other third party supplying services to the Grantor subject to compliance with the terms of licence or sub-licence.
-

- 2.8 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 8 (Transparency and Intellectual Property Rights).
- 2.9 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 Agreement.
- 2.10 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.
- 2.11 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).
- 2.12 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
-

Agreement 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 2.9(a) or 2.11(b).

2.13 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 Agreement.

2.14 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Agreement 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 2.14(a) or 2.14(b) within twenty (20) Working Days of receipt of the Concessionaire's notification under Paragraph 2.14, the Grantor may terminate this Agreement with immediate effect by notice in writing.

2.15 The Concessionaire grants to the Grantor and any Replacement Concessionaire 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 2.14(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 Agreement 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 Agreement will be payable by the Grantor.

- 2.16 The Grantor will license the IP Materials referred to in Paragraph 2.4, under the Open Government Licence.
- 2.17 Neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

3 Third Party Intellectual Property Rights

- 3.1 Subject to Paragraph 2.7 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 Legislation Publishing 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 If the Concessionaire cannot obtain for the Grantor a licence in respect of any Third Party Intellectual Property Rights in accordance with the terms set out in Paragraph 3.1, the Concessionaire shall:
 - a) notify the Grantor in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Concessionaire could seek to use; and
 - b) use the relevant Third Party Intellectual Property Rights only if the Grantor has first approved in writing the terms of the licence from the relevant third party.
 - 3.3 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.
 - 3.4 The Concessionaire acknowledges and agrees that the list of Intellectual Property Rights detailed in this Paragraph 3 is not intended to be definitive and that the Concessionaire will remain under an obligation to comply with Paragraph 2.7 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.

- 3.5 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.

Schedule 9 – security management

[Data Redacted]

Schedule 9, Annex 1: Baseline Security Requirements

[Data Redacted]

Schedule 10 – Change control procedure

1 Definitions

- 1.1 For the purposes of this Schedule 10, the following terms will have the meanings referred to below:

“Change Control Note” or “CCN”	Means the form used to request Changes to this Agreement in accordance with the Change Control Procedure and which is set out in Appendix A to this Schedule 10 (Change Control Procedure), as amended or updated from time to time.
“Recommendation”	Means prospective Change that is recommended by the Concessionaire to the Grantor in accordance with this Schedule.

2 Use of the Change Control Procedure

- 2.1 The Concessionaire or the Grantor will initiate a request for a Change through this Change Control Procedure.

3 Log of Change Control and Agreement 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 4 (Governance) and Schedule 5 (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 6 (Financial Matters).

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 6 (Financial Matters) (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 Agreement;
 - (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 10.
- 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 Agreement 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 Agreement.
-

- 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 an Agreement Variation

- 9.1 To the extent that any Change affects any part of the terms and conditions of this Agreement, then the Parties will vary the terms and conditions so affected in accordance with Clause 53.1.

10 Change Control Notes

- 10.1 Where the Parties have agreed a Change to this Agreement under this Change Control Procedure, the Grantor will raise a Change Control Note in the form set out in Appendix A of this Schedule 10. 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 10 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 Agreement 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 Agreement.

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 6 (Financial Matters), 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 10. 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 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, 18 Central Avenue, St
Andrews Business Park, Norwich NR7 0HR (the
“Concessionaire”)**

This CCN [insert number] is made to the Agreement in relation to Legislation Publishing Services dated [to be inserted] between the above Parties.

IT IS HEREBY AGREED AS FOLLOWS:

The Parties agree to the following changes to the Agreement.

1. Change

Signed (Grantor) Date.....

Print Name

Signed (Concessionaire) Date.....

Print Name

Schedule 11 – Dispute resolution

1 Definitions

1.1 For the purposes of this Schedule 11, the following terms will have the meanings referred to below:

“Case Summary”	Means a concise summary of a Party’s case in a dispute subjected to mediation.
“CEDR”	Means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU.
“Dispute Resolution Timetable”	Means the Standard Dispute Timetable or the Expedited Dispute Timetable.
“Exception”	Means a deviation of project tolerances in accordance with ‘PRINCE2’ methodology in respect of the Agreement or in the supply of the Services.
“Expedited Dispute Timetable”	Means the reduced timetable for the resolution of disputes set out in this Schedule to be used in accordance with the provisions of this Schedule.
“Expert”	Means the person appointed by the Parties in accordance with this Schedule.
“Mediator”	Means the independent third party appointed in accordance with this Schedule.
“Notice of Dispute”	Means 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”	Means 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 Agreement 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
[Data Redacted]; then
[Data Redacted]; 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 3.3 then the Parties will refer the matter to mediation in accordance with Paragraph 4 of this Schedule 11.
- 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 Grantor 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/her 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 will be that of England and Wales.
- 16.3 The arbitration will 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 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	ten (10) Working Days	five (5) Working Days

accordance with Paragraph 9.1.		
--------------------------------	--	--

Schedule 12 - Exit Management

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Business Process Manual”	Means a manual setting out a detailed definition of all the business processes that are supported by the Services;
“Contract Date”	Means the date on which this Agreement was entered into by the Parties.
“Emergency Exit”	Means any termination of this Agreement which is a: <ul style="list-style-type: none"> (a) termination of the whole or part of this Agreement in accordance with Clause 35 (<i>Termination Other</i>), except where the period of notice given under that Clause is greater than or equal to 6 months; (b) 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 35 (<i>Termination Other</i>); or (c) wrongful termination or repudiation of this Agreement by either Party.
“Exclusive Assets”	Means those Assets (if any) used by the Concessionaire or a Key Sub-contractor which are used exclusively in the provision of the Services.
“Exit Information”	has the meaning as described in this Schedule.
“Exit Manager”	Means the person appointed by each Party pursuant to this Schedule for managing the Parties’ respective obligations under this Schedule.
“Exit Plan”	means the plan produced and updated by the Concessionaire during the Term that sets out a detailed definition of all the business processes, workflows, interdependencies with Concessionaire systems or software or Sub Contractors that are

required to deliver the Services, to the level of detail that would enable a Replacement Concessionaire to understand and run the Legislation Publishing Services required under this Agreement.

“Net Book Value”

Means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Concessionaire set out in the letter in the agreed form from the Concessionaire to the Grantor of the same date as this Agreement.

“Non-Exclusive Assets”

Means those Assets (if any) which are used by the Concessionaire or a Key Sub-contractor in connection with the Services but which are also used by the Concessionaire or Key Sub-contractor for other purposes of material value.

“Ordinary Exit”

Means any termination of this Agreement which occurs:

- (a) pursuant to Clause 35 (*Termination Other*) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or
- (b) as a result of the expiry of the Initial Term or any Extension Period.

“Registers”

Means the registers and configuration database referred to this Schedule.

“Transferable Assets”

Means those of the Exclusive Assets which are capable of legal transfer to the Grantor.

“Transferable Contracts”

Means the Sub-contracts, licences for Concessionaire’s Software, licences for Third Party Software or other agreements which are necessary to enable the Grantor or any Replacement Concessionaire to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation.

“Transferring Contracts”

has the meaning given in this Schedule.

2 Obligations during the Term to facilitate exit

2.1 During the Term, the Concessionaire shall:

- (a) create and maintain a register of all:
 - i. Assets, detailing their:
 - A. make, model and asset number where relevant;
 - B. Cloud architecture information such as Instance type(s);
 - C. ownership and status as either Exclusive Assets or Non- Exclusive Assets;
 - D. Net Book Value;
 - E. condition and physical location where relevant; and
 - F. use (including technical specifications); and
 - ii. 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) create and maintain configuration documentation detailing the technical infrastructure and operating procedures through which the Concessionaire provides the Services, which shall contain 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;
- (c) maintain a separate register of all Grantor Materials (which may contain both Exclusive and Non-Exclusive Assets);
- (d) agree the format of the Registers with the Grantor as part of the process of agreeing the Exit Plan; and
- (e) at all times keep the Registers up to date, in particular in the event that Assets,
- (f) Sub-contracts or other relevant agreements are added to or removed from the Services.

- 2.2 The Concessionaire shall procure 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 Agreement.
- (a) The Concessionaire will ensure that all Grantor Materials are identified as such in the Registers and that each Grantor Materials is marked to identify whether it has been assigned to the Grantor; is publicly available) or is licensed to the Grantor. 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 Agreement 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.
 - (b) Where the Concessionaire is unable to procure that any sub-contract or other agreement referred to in Paragraph 2.4 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.
 - (c) Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Concessionaire's Exit Manager shall be responsible for ensuring that the Concessionaire and its employees, agents and Sub- contractors comply with this Schedule. The Concessionaire shall 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 Agreement and all matters connected with this Schedule and each Party's compliance with it.

3 Obligations to assist on re-tendering of services

3.1 On reasonable notice at any point during the Term, the Concessionaire shall provide to the Grantor and/or its potential Replacement Concessionaires (subject to the potential Replacement Concessionaires entering into reasonable written confidentiality undertakings), the following material and information (together, the "Exit Information") in order to facilitate the preparation by the Grantor of any invitation to tender and/or to facilitate any potential Replacement Concessionaires undertaking due diligence:

- (a) details of the Service(s);
- (b) details of the Assets (including make, model and asset number(s) and of the Net Book Value of such Assets and details of their condition and their 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 Grantor Materials to the potential Replacement Concessionaire (including details of the method and date of proposed transfer);
- (e) a copy of the Registers, updated by the Concessionaire up to the date of delivery of such Registers;
- (f) an inventory of Grantor Data in the Concessionaire's possession or control;
- (g) financial information provided under the Agreement in the formats specified by the Grantor within one (1) Month of the formal request;
- (h) details and information relating to standing order and subscription customers and services and service and products purchased by them;
- (i) details and information relating to Sponsoring Departments, Parliaments and Assemblies and titles generated by them;
- (j) any other related information (e.g. volumes and publishing process information) provided under this Agreement in the formats specified by the Authority within one (1) Month of the formal request;

- (k) 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;
- (l) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (m) a list of on-going and/or threatened disputes in relation to the provision of the Services;
- (n) to the extent permitted by applicable Law, all information relating to Transferring Concessionaire Employees required to be provided by the Concessionaire under this Agreement; and
- (o) such other material and information as the Grantor shall reasonably require.

3.2 The Concessionaire acknowledges that the Grantor may disclose the Concessionaire's Confidential Information to an actual or prospective Replacement Concessionaire or any third party whom the Grantor is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Grantor may not under this Paragraph 3.2 disclose any Concessionaire's Confidential Information which is information relating to the Concessionaire's or its Sub-contractors' prices or costs).

3.3 The Concessionaire shall:

- (a) notify the Grantor within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Grantor regarding such proposed material changes; and
- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Grantor.

3.4 The Concessionaire may charge the Grantor for its reasonable additional costs to the extent the Grantor requests more than 4 updates in any 6 month period.

3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Concessionaire shall be such as would be reasonably necessary to enable a third party to:

- (a) prepare an informed offer for those Services; and

- (b) not be disadvantaged in any subsequent procurement process compared to the Concessionaire (if the Concessionaire is invited to participate).

4 Exit plan

4.1 The Concessionaire shall, within 3 months after the Effective Date, deliver to the Grantor an Exit Plan which:

- (a) sets out the Concessionaire's proposed methodology for achieving an orderly transition of the Services from the Concessionaire to the Grantor and/or its Replacement Concessionaire on the expiry or termination of this Agreement;
- (b) complies with the requirements set out in Paragraph 4.3; and
- (c) is otherwise reasonably satisfactory to the Grantor.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained;
- (b) 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 shall require to enable the Grantor or its sub- contractors to provide the Services;
- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) the management structure to be employed during the Termination Assistance Period;
- (e) 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;

- (f) 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);
- (g) the scope of the Termination Services that may be required for the benefit of the Grantor (including such of the services set out in Annex 1 as are applicable);
- (h) a timetable and critical issues for providing the Termination Services;
- (i) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (j) procedures to deal with requests made by the Grantor and/or a Replacement Concessionaire for Staffing Information pursuant to Schedule 14 (Staff Transfer); and
- (k) how each of the issues set out in this Schedule will be addressed 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.

4.4 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 of the Services are handed over before others.

4.5 The Concessionaire shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Concessionaire shall submit the revised Exit Plan to the Grantor for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5 Finalisation of the Exit Plan

- 5.1 Within 20 Working Days after service of a Termination Notice by either Party or
- 5.2 6 months prior to the expiry of this Agreement, the Concessionaire will submit for the Grantor's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 5.3 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Grantor then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Concessionaire shall 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 relevant).

6 Termination services

Notification of Requirements for Termination Services

- 6.1 The Grantor shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Concessionaire (a "Termination Assistance Notice") at least 4 months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - (a) the date from which Termination Services are required;
 - (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 shall continue no longer than 24 months after the date that the Concessionaire ceases to provide the Services.
- 6.1 The Grantor shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 6 months after the date the Concessionaire ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Concessionaire to such effect no later than

20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Grantor shall have the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Concessionaire to such effect.

7 Termination Assistance Period

7.1 Throughout the Termination Assistance Period, or such shorter period as the Grantor may require, the Concessionaire shall:

- (a) continue to provide the Services (as applicable) and, if required by the Grantor pursuant to Paragraph 5.1, provide the Termination Services;
- (b) 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 Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Grantor and/or its Replacement Concessionaire;
- (c) the Termination Services shall be provided at no additional cost beyond the Contract Price;
- (d) provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 5.4; and
- (e) at the Grantor's request and on reasonable notice, deliver up-to-date Registers to the Grantor.

7.2 If 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 one or more particular Target Performance Level(s), the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

8 Termination Obligations

8.1 The Concessionaire shall comply with all of its obligations contained in the Exit Plan and will, upon termination or expiry of this Agreement, provide to the Grantor an up-to-date Business Process Manual.

8.2 Upon termination or expiry of this Agreement (as the case may be) or 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), the Concessionaire shall:

- (a) cease to use the Grantor Data and Grantor Materials;
- (b) provide the Grantor and/or the Replacement Concessionaire with a complete and uncorrupted version of the Grantor Data in electronic form (or such other format as reasonably required by the Grantor) and Grantor Materials in a form approved by the Grantor;
- (c) 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 all Grantor Data and promptly certify to the Grantor that it has completed such deletion;
- (d) return to the Grantor such of the following as is in the Concessionaire's possession or control:
 - i. all copies of the Grantor Software and any other software licensed by the Grantor to the Concessionaire under this Agreement;
 - ii. all materials created by the Concessionaire under this Agreement in which the IPRs are owned by the Grantor;
 - iii. any parts of the ICT Environment and any other equipment which belongs to the Grantor; and
 - iv. any items that have been on-charged to the Grantor, such as consumables;
 - v. all Grantor Materials;
- (e) vacate any Grantor Premises;
- (f) provide access during normal working hours to the Grantor and/or the Replacement Concessionaire for up to 12 months after expiry or termination to:
 - i. such information relating to the Services as remains in the possession or control of the Concessionaire; and
 - ii. such members of the Concessionaire Personnel as have been involved in the design, development and provision of the Services and who are

still employed by the Concessionaire, provided that the Grantor and/or the Replacement Concessionaire shall pay the reasonable costs of the Concessionaire actually incurred in responding to requests for access under this Paragraph 5.6(f)(ii).

- 8.3 Upon termination or expiry (as the case may be) or 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), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall 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 or for statutory compliance purposes.
- 8.4 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Grantor to the Concessionaire in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

9 Assets, sub-contracts and software

- 9.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Concessionaire shall not, without the Grantor's prior written consent:
- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;
 - (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.
- 9.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Concessionaire pursuant to Paragraph 5.3(e), the Grantor shall 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 2.4 above the Grantor requires to be assigned or novated to the Grantor and/or its Replacement Concessionaire;

in order for the Grantor and/or its Replacement Concessionaire to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Grantor and/or its Replacement Concessionaire, the Concessionaire shall provide all reasonable assistance to the Grantor and/or its Replacement Concessionaire to enable it to determine which Transferable Assets and Transferable Contracts the Grantor and/or its Replacement Concessionaire requires to provide the Services or Replacement Services.

- 9.3 With effect from no later than the expiry of the Termination Assistance Period, the Concessionaire will assign to the Grantor (and/or its 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 (and/or its Replacement Concessionaire, as appropriate). In respect of those Non-Exclusive Assets that the Grantor has identified pursuant to Paragraph 2.1(c) of this Schedule, 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, 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.

- 9.4 Risk in the Transferring Assets shall pass to the Grantor or the Replacement Concessionaire (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Grantor or the Replacement Concessionaire (as appropriate) on payment for the same.

- 9.5 Where the Concessionaire is notified in accordance with Paragraph 9.2(b) that the Grantor and/ or the Replacement Concessionaire requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Concessionaire shall as soon as reasonably practicable

- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Grantor) for the Grantor and/or the Replacement Concessionaire to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets.
- 9.6 The Concessionaire shall as soon as reasonably practicable assign or procure the novation to the Grantor and/or the Replacement Concessionaire of the Transferring Contracts. The Concessionaire shall execute such documents and provide such other assistance as the Grantor reasonably requires to effect this novation or assignment.
- 9.7 The Grantor shall:
 - (a) accept assignments from the Concessionaire or join with the Concessionaire in procuring a novation of each Transferring Contract; and
 - (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 the Replacement Concessionaire does the same.
- 9.8 The Concessionaire shall hold any Transferring Contracts on trust for the Grantor until such time as the transfer of the relevant Transferring Contract to the Grantor and/or the Replacement Concessionaire has been effected.
- 9.9 The Concessionaire shall 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 Transferring Contract which is assigned or novated to the Grantor (and/or Replacement Concessionaire) pursuant to Paragraph 9.6 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.
- 9.10 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.

10 Concessionaire personnel

- 10.1 The Grantor and Concessionaire agree and acknowledge that in the event of the

Concessionaire ceasing to provide the Services or part of them for any reason, Schedule 14 (Staff Transfer) shall apply.

- 10.2 The Concessionaire shall not take any step (expressly or implicitly or 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 the Replacement Concessionaire.
- 10.3 During the Termination Assistance Period, the Concessionaire shall give the Grantor and/or the Replacement Concessionaire reasonable access to the Concessionaire's personnel to present the case for transferring their employment to the Grantor and/or the Replacement Concessionaire.
- 10.4 The Concessionaire shall 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.
- 10.5 The Concessionaire shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Grantor and/or the Replacement Concessionaire, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

11 Apportionments

- 11.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Grantor and the Concessionaire and/or the Replacement Concessionaire and the Concessionaire (as applicable) as follows:
 - (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
 - (b) the Grantor shall be responsible for (or shall procure that the Replacement Concessionaire shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - (c) the Concessionaire shall be responsible for or entitled to (as the case may be) the rest of the invoice.

- 11.2 Each Party shall pay (and/or the Grantor shall procure that the Replacement Concessionaire shall pay) any monies due under Paragraph 11.1 as soon as reasonably practicable.

Schedule 12 Annex 1: scope of the termination services

1 Termination services

1.1 The Termination Services to be provided by the Concessionaire shall include such of the following services as the Grantor may specify:

- (a) ceasing all non-critical Software changes (except where agreed in writing with the Grantor);
- (b) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (c) 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 the Replacement Concessionaire after the end of the Termination Assistance Period;
- (d) delivering to the Grantor the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services);
- (e) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
- (f) 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;
- (g) providing the Grantor with any problem logs which have not previously been provided to the Grantor;
- (h) 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 12 months after the Termination Assistance Period;
- (i) 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;

- (j) reviewing all Software libraries used in connection with the Services and providing details of these to the Grantor and/or the Replacement Concessionaire;
- (k) 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;
- (l) assisting in establishing naming conventions for any new production site;
- (m) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (n) generating a computer listing of the Source Code of the legislation.gov.uk platform, and any software developed under New Business under the Agreement, in a form and on media reasonably requested by the Grantor;
- (o) agreeing with the Grantor a handover plan for all of the Concessionaire's responsibilities as set out in the Security Management Plan;
- (p) 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;
- (q) delivering copies of Print Ready PDFs to the Grantor's and/or its Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- (r) delivering a list of categories of Standing Orders and Subscription Services to the Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;
- (s) delivering Standing Order and Subscription Lists with details of customers receiving print copies or other Contract Service or New Business Services to the Grantor's and/or the Replacement Concessionaire's operations staff (on appropriate media) as reasonably requested by the Grantor;

- (t) providing numbers of invoiced customers broken down into Sponsoring Departments generating legislation and customers purchasing other New Business Services;
- (u) assisting with the loading, testing and implementation of the production databases;
- (v) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;
- (w) in respect of the maintenance and support of the Concessionaire System, providing historical performance and website usage data for the lifetime of the Agreement;
- (x) assisting in the execution of a parallel operation of the maintenance and support of the Concessionaire System until the end of the Termination Assistance Period or as otherwise specified by the Grantor (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- (y) providing an information pack listing and describing the Services for use by the Grantor in the procurement of the Replacement Services;
- (z) answering all reasonable questions from the Grantor and/or the Replacement Concessionaire regarding the Services;
- (aa) agreeing with the Grantor and/or the Replacement Concessionaire a plan for the migration of the Grantor Data to the Grantor and/or the Replacement Concessionaire;
- (bb) providing access to the Grantor and/or the Replacement Concessionaire during the Termination Assistance Period and for a period not exceeding 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 shall 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; and

- (cc) knowledge transfer services, including:
 - i. transferring all training material and providing appropriate training to those Grantor and/or Replacement Concessionaire staff responsible for internal training in connection with the provision of the Services;
 - ii. providing 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; and
 - iii. providing the Concessionaire and/or the 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.

1.2 The Concessionaire shall:

- (a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(k) for agreement by the Grantor at the time of termination or expiry of this Agreement;
- (b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(o), providing skills and expertise of a suitable standard; and
- (c) fully co-operate in the execution of the Grantor Database migration plan agreed pursuant to Paragraph 1.1(aa), providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Concessionaire to the Grantor and/or its Replacement Concessionaire, the Concessionaire shall 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.

1.4 The information which the Concessionaire shall provide to the Grantor and/or the

Replacement Concessionaire pursuant to Paragraph 1.1(y) shall 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 and/or the Replacement Concessionaire;
- (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;
- (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 logical security processes and tools which will be available to the Grantor; and
- (g) any relevant interface information.

1.5 During the Termination Assistance Period the Concessionaire shall grant any agent or personnel (including employees, consultants and Suppliers) 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:

- (a) any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 9.5 shall:
 - i. sign a confidentiality undertaking in favour of the Concessionaire (in such form as the Concessionaire shall reasonably require); and
 - ii. during each period of access comply with the security, systems and facilities operating procedures of the Concessionaire relevant to such Site and that the Grantor deems reasonable; and
- (b) the Grantor and/or the Replacement Concessionaire shall pay the reasonable, proven and proper costs of the Concessionaire incurred in facilitating such access.

Schedule 13 – Key personnel and sub-contractors

1 Key Personnel

1.1 The Parties have agreed to the appointment of the Key Personnel as at the Agreement 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 Agreement 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
[Data Redacted]	[Data Redacted]	Manager of TSO Legislation Publishing Team	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	Primary Publishing	Commence ment	Duration of contract

[Data Redacted]	[Data Redacted]	Secondary Publishing	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	SI Support	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	SI Support	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	Account and Performance Management	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	Sponsor Department support	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	Contract Management	Commence ment	Duration of contract
[Data Redacted]	[Data Redacted]	Commercial Relationship	Commence ment	Duration of contract

2 Key Sub-Contractors

2.1 In accordance with Clause 47.1, the Concessionaire is entitled to Sub-Agreement its obligations under this Agreement 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
--	---	-------------------------------------	--------------------------------------

[Data Redacted]	[Data Redacted]	Printing and finishing	Print and fulfilment of Legislation Print publications
[Data Redacted]	[Data Redacted]	Printing and Binding	Production of Bound Volumes
[Data Redacted]	[Data Redacted]	Printers	Scottish Official Copies
[Data Redacted]	[Data Redacted]	User training	Statutory Instrument Template and LawMaker user training
[Data Redacted]	[Data Redacted]	Legal Editor	Bound Volume editing
[Data Redacted]	[Data Redacted]	Legal Editor	Bound Volume editing
[Data Redacted]	[Data Redacted]	Legal Editor	Bound Volume editing
[Data Redacted]	[Data Redacted]	Legal Editor	Bound Volume editing

Schedule 14 - staff transfer

1 Definitions

1.1 In this Schedule, the following definitions will 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 will 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”	Means 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 Agreement.
“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”	Means 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:

- (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 Agreements of employment (or relevant

standard Agreements 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.
“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 will procure that each of its Sub-Contractors will 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 may be.

- 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 will 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

3 PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

Procedure in the event of transfer

- 3.1 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.
- 3.2 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 Agreement 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 will, and will procure that the relevant Sub-Contractor will, within 5 Working Days of becoming aware of that fact, give notice in writing to the Grantor and, where required by the Grantor, give notice to the Former Concessionaire; and
 - (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.

- 3.3 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 will, or will procure that the Sub-Contractor will, immediately release the person from his/her employment or alleged employment.
- 3.4 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.

4 Indemnities

- 4.1 Subject to the Concessionaire and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Grantor will:
- (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 will 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 will procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 4.2 If any such person as is described in Paragraph 1.2 is neither re employed by

the Grantor and/or the Former Concessionaire as appropriate nor dismissed by the Concessionaire and/or any Sub-Contractor within the 15 Working Day period referred to in Paragraph 1.4 such person will be treated as having transferred to the Concessionaire and/or the Sub-Contractor (as appropriate) and the Concessionaire will, or will procure that the Sub-Contractor will, comply with such obligations as may be imposed upon it under Law.

- 4.3 Where any person remains employed by the Concessionaire and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee will remain with the Concessionaire and/or the Sub-Contractor and the Concessionaire will indemnify the Grantor and any Former Concessionaire, and will procure that the Sub- Contractor will indemnify the Grantor and any Former Concessionaire, against any Employee Liabilities that either of them may incur in respect of any such employees of the Concessionaire and/or employees of the Sub-Contractor.

- 4.4 The indemnities in Paragraph 2.1:

(a) will 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) will 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.

5 Procurement obligations

- 5.1 Where in this Part C the Grantor accepts an obligation to procure that a Former

Concessionaire does or does not do something, such obligation will be limited so that it extends only to the extent that the Grantor's Agreement 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 will only be entitled to make one such request in any 6 month period),

it will provide in a suitably anonymised format so as to comply with the 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 will 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 will 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 will 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 will be permitted to use and disclose information provided by the Concessionaire under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Concessionaire and/or Replacement Sub-Contractor 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 will be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Concessionaire agrees, that it will not, and agrees to procure that each Sub-Contractor will not, assign any person to the provision of the Services who is not listed on the Concessionaire's Provisional Concessionaire Personnel List and will not without the approval of the Grantor (not to be unreasonably withheld or delayed):
 - (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 Agreements of any persons on the Concessionaire's Provisional Concessionaire Personnel List save by due disciplinary process,

and will promptly notify, and procure that each Sub-Contractor will promptly notify, the Grantor or, at the direction of the Grantor, any Replacement Concessionaire and any Replacement Sub-Contractor of any notice to terminate employment given by the Concessionaire or relevant Sub-Contractor or received from any persons listed on the Concessionaire's Provisional Concessionaire Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Concessionaire will provide, and will procure that each Sub-Contractor will provide, to the Grantor any information the Grantor may reasonably require relating to the manner in which the Services are organised, which will 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 14 (Staff Transfer)(as appropriate); and
- (d) a description of the nature of the work undertaken by each employee by location.

1.7 The Concessionaire will provide, and will procure that each Sub-Contractor will provide, all reasonable cooperation and assistance to the Grantor, any Replacement Concessionaire and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Concessionaire Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements

can be made to enable the Transferring Concessionaire Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Concessionaire will provide, and will procure that each Sub- Contractor will provide, to the Grantor or, at the direction of the Grantor, to any Replacement Concessionaire and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Concessionaire's Final Concessionaire Personnel List who is a Transferring Concessionaire Employee:

- (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 Agreements of employment between the Concessionaire and the Transferring Concessionaire Employees (except in relation to any Agreement 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 will, and will procure that each Sub-Contractor will, 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 will perform and discharge, and procure that each Sub- Contractor will 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 will 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 will indemnify the Grantor and/or the Replacement Concessionaire and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
- (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 will 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 Agreement 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 will procure that the Replacement Concessionaire will, or any Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, give notice in writing to the Concessionaire; and
 - (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 will procure that the Replacement Concessionaire will, or procure that the Replacement Sub-

Contractor will, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(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 will advise the Replacement Concessionaire and/or Replacement Sub- Contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Concessionaire and/or Replacement Sub- Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Concessionaire will indemnify the Replacement Concessionaire and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Concessionaire takes, or will procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

- (a) will 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) will 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 will be treated as a Transferring Concessionaire Employee.
- 2.11 The Concessionaire will comply, and will procure that each Sub-Contractor will comply, with all its obligations under the Employment Regulations and will perform and discharge, and will procure that each Sub-Contractor will perform and discharge, all its obligations in respect of any person identified in the Concessionaire's Final Concessionaire Personnel list 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 will 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 will, and will procure that each Sub-Contractor will, promptly provide to the Grantor and any Replacement Concessionaire and/or Replacement Sub- Contractor, in writing such information as is necessary to enable the Grantor, the Replacement Concessionaire and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Grantor will procure that the Replacement Concessionaire and/or Replacement Sub- Contractor, will promptly provide to the Concessionaire and each Sub-Contractor in writing such information as is necessary to enable the Concessionaire and each Sub- Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.13 Subject to Paragraph 2.14, the Grantor will 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 will procure that the Replacement Concessionaire indemnifies the Concessionaire on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-Contractors 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 will not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Concessionaire and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Concessionaire and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations

.

Schedule 15 – 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 Agreement, following a Request for Information pursuant to Clause 26 (Transparency and Freedom of Information) of this Agreement.
- 1.2 The Concessionaire will be obliged to provide such information as detailed in Schedule 12 (Exit Management) and Schedule 14 (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 Grantor 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:

[Data Redacted]

Schedule 16 – Insurance Requirements

1 Definitions

- 1.1 For the purposes of this Schedule 16, the following terms will have the meanings referred to below:

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

“Required Insurances” Means the policies of insurance listed in this Schedule 16 (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 Agreement 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 Agreement. 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 Agreement 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 2.8 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 Agreement	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 Agreements	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 17 – Business continuity and disaster recovery

1 Definitions

1.1 For the purposes of this Schedule 17, the following terms will have the meanings referred to below:

“Business Continuity Plan”	has the meaning set out in this Schedule.
“Disaster”	Means the occurrence of one or more events which, either separately or cumulatively, mean that Legislation Publishing Services, or a material part will be unavailable for a period of one (1) week or which is reasonably anticipated will mean that Legislation Publishing Services or a material part thereof will be unavailable for that period.
“Disaster Recovery”	Means the process of restoration of Legislation Publishing Services by the provision of the Disaster Recovery Services.
“Disaster Recovery Plan”	Has the meaning set out in this Schedule.
“Disaster Recovery Services”	Means the Disaster Recovery and/or business continuity services (as the context may require) to be provided by the Concessionaire pursuant to this Schedule 17.
“Disaster Recovery System”	Means the system identified by the Concessionaire in the BCDR Plan which will be used for the purpose of delivering the Disaster Recovery Services.
“General Principles”	Has the meaning set out in this Schedule.
“Related Service Provider”	Means any person who provides services to the Concessionaire in relation to the Agreement 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 Legislation Publishing Services in

circumstances of Legislation Publishing Services disruption or failure and for restoring Legislation Publishing 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 Legislation Publishing Services. The Concessionaire's initial BCDR Plan is included as Appendix 1 of this Schedule 17.

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 Legislation Publishing Services following any failure or disruption of any element of the Services and the recovery of Legislation Publishing 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 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 Agreement 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 Agreement 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 Agreement.

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 Legislation Publishing Services and business processes and operations remain supported and to ensure continuity of Legislation Publishing 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 Legislation Publishing Services; and
 - (b) the steps to be taken by the Concessionaire upon resumption of Legislation Publishing 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 Legislation Publishing 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 Legislation Publishing 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) Legislation Publishing 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 9 (Security Management) and elsewhere in the Agreement 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 17, 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 17, 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 Legislation Publishing Services or any underlying business processes and operations facilitated by or supported by Legislation Publishing 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 Legislation Publishing 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 Agreement 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 Legislation Publishing 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 17 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 Legislation Publishing 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:

1 The Concessionaire's BCDR Plan

1.1 The Concessionaire's BCDR Plan will be provided to the Grantor by 31 August 2023.

Schedule 18 – Processing, Personal Data and Data Subjects

1 Introduction

- 1.1 The Concessionaire will comply with any further written instructions with respect to processing of Personal Data.
- 1.2 Any such further instructions will be incorporated into this Schedule.

2 Data Protection Officers

- 2.1 The contact details of the Grantor's Data Protection Officer are: [Data Redacted] email [Data Redacted]
- 2.2 The contact details of the Concessionaire's Data Protection Officer are [Data Redacted], email: [Data Redacted]

3 Personal data

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Grantor is the Controller and the Concessionaire is the Processor</p> <p>The Parties acknowledge that in accordance with this Schedule 18 and for the purposes of the Data Protection Legislation, the Grantor is the Controller and the Concessionaire is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none"> • Legislation.gov.uk Publishing System user accounts • Account details for users of the Supplier's fault logging system (currently Jira Service Desk)

	<ul style="list-style-type: none"> • Users of the SI and Lawmaker training
Duration of the Processing	The Contact Term

Nature and purposes of the Processing	<p>legislation.gov.uk Publishing System user accounts: Collection of personal information for the creation and maintenance of Publishing System user accounts, so that users can log in to the service, plus correspondence by email or telephone in relation to that account. This information is only to be used in relation to the use and maintenance of the Publishing System.</p> <p>The purpose is to allow users access to the Publishing System for the legislation.gov.uk website, in exercising the function of a Minister of the Crown.</p>
Type of Personal Data	Title, name, contact phone number, e- mail address, IP address, job title, jurisdiction (ie United Kingdom, Scotland, Wales, Northern Ireland), Department, correspondence with the Grantor or the Concessionaire
Categories of Data Subject	Users of the legislation.gov.uk Publishing System

<p>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</p>	<p>Data will be stored for as long as is necessary to provide the account. When an account is no longer required, the email address will be removed from the system, however the name will be retained as part of the legislation.gov.uk Publishing System audit trail.</p> <p>Data relating to correspondence by email or telephone will be retained for as long as the Grantor deems necessary for review and response to the query, as well as longer term improvements to the service.</p>
<p>Nature and purposes of the Processing</p>	<p>Account details for users of the Concessionaire's fault logging system (currently Jira Service Desk): Collection of personal information for the creation and maintenance of Grantor employee user accounts and Publishing Concessionaire's user accounts to access the Concessionaire's fault logging system, so that they can log in to the service, plus correspondence by email or telephone in relation to that account.</p>
<p>Type of Personal Data</p>	<p>Name, contact telephone number, mobile telephone number (optional), company name, email address, office address (optional).</p>

Categories of Data Subject	Grantor employees and Publishing Concessionaire employees
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	Data will be stored for as long as is necessary to provide the account. When an account is no longer required, the email address will be removed from the system, however the name will be retained as part of the audit trail.

Nature and purposes of the Processing	<p>Users of the SI and Lawmaker training: Contact information is gathered for users of the SI Training Service and Lawmaker Training service, to arrange the training courses, and also in some cases to provide post-training feedback through satisfaction surveys.</p> <p>The purpose is to allow Users of the legislation.gov.uk Publishing System to submit valid legislation for publishing, in exercising the functions of a Minister of the Crown.</p>
Type of Personal Data	Names, Department, Jurisdiction (ie United Kingdom, Scotland, Wales, Northern Ireland), Email addresses, IP addresses

	SI Template Training and Lawmaker Training 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	<p>Data will be stored for as long as is necessary to provide the training, and for billing purposes where relevant.</p> <p>Data relating to training feedback correspondence will be retained for as long as the Authority deems necessary for review and response to the query, as well as longer term improvements to the service.</p>