UNCLASSIFIED

DATED 26th July 2018

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

and

THE STATIONERY OFFICE

AGREEMENT

relating to

LEGISLATION SERVICES

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CONTENTS

INTRODUCTION **1**

SECTION A – PRELIMINARIES **2**
1 DEFINITIONS AND INTERPRETATION 2
2 DUE DILIGENCE 2
3 WARRANTIES 3

SECTION B – THE SERVICES **5**
4 TERM 5
5 SERVICES 6
6 IMPLEMENTATION 10
7 PERFORMANCE INDICATORS 11
8 SERVICES IMPROVEMENT 13
9 EQUIPMENT AND MAINTENANCE 13

SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS **15**
10 FINANCIAL AND TAXATION MATTERS 15

SECTION D – CONTRACT GOVERNANCE **16**
11 GOVERNANCE 16
12 RECORDS, REPORTS, AUDITS & OPEN BOOK DATA 16
13 CHANGE 17

SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN **17**
14 SUPPLIER PERSONNEL 17
15 SUPPLY CHAIN RIGHTS AND PROTECTIONS 20
16 CONFLICT OF INTEREST 24

SECTION F – INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY **25**
17 INTELLECTUAL PROPERTY RIGHTS 25
18 TRANSFER AND LICENCES GRANTED BY THE SUPPLIER 25
19 LICENCES GRANTED BY THE AUTHORITY 30
20 IPRs INDEMNITY 30
21 OPEN SOURCE PUBLICATION 31
22 CROWN COPYRIGHT 31
23 SOFTWARE AND ESCROW 32
24 AUTHORITY DATA AND SECURITY REQUIREMENTS 33
25 CONFIDENTIALITY 34
26 TRANSPARENCY AND FREEDOM OF INFORMATION 36
27 DATA PROTECTION 37
28 PUBLICITY AND BRANDING 40

SECTION G – LIABILITY, INDEMNITIES AND INSURANCE **40**
29 LIMITATIONS ON LIABILITY 40
30 INSURANCE 42

SECTION H – REMEDIES AND RELIEF **42**
31 RECTIFICATION PLAN PROCESS 42
32 DELAY PAYMENTS 44
33 REMEDIAL ADVISER 44

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34 STEP-IN RIGHTS 46
35 AUTHORITY CAUSE 47
36 FORCE MAJEURE 49

SECTION I – TERMINATION AND EXIT MANAGEMENT 50
37 TERMINATION RIGHTS 50
38 CONSEQUENCES OF EXPIRY OR TERMINATION 52

SECTION J – MISCELLANEOUS AND GOVERNING LAW 54
39 COMPLIANCE 54
40 ASSIGNMENT AND NOVATION 55
41 WAIVER AND CUMULATIVE REMEDIES 55
42 RELATIONSHIP OF THE PARTIES 56
43 PREVENTION OF FRAUD AND BRIBERY 56
44 SEVERANCE 57
45 FURTHER ASSURANCES 57
46 ENTIRE AGREEMENT 57
47 THIRD PARTY RIGHTS 58
48 NOTICES 58
49 DISPUTES 59
50 GOVERNING LAW AND JURISDICTION 59

SCHEDULE 1: DEFINITIONS 61

SCHEDULE 2: SERVICE REQUIREMENTS 98

SCHEDULE 2.1.1: OPERATE AND MAINTAIN 98
1 DEFINITIONS 98
2 GENERAL REQUIREMENTS TO MAINTAIN AND OPERATE THE PLATFORM 103
3 DEVELOPER DAYS 105
4 MAINTENANCE ROADMAP AND ANNUAL MAINTENANCE PLAN 105
5 CORRECTIVE MAINTENANCE OF THE PLATFORM 106
6 ADAPTIVE MAINTENANCE OF THE PLATFORM 107
7 MAINTAINING AND DOCUMENTING PLATFORM APIS AND THE LEGISLATION.GOV.UK API 108
8 MAINTAINING THE LEGISLATION.GOV.UK WEBSITE 110
9 MAINTAINING THE ACCESSIBILITY OF THE PLATFORM 111
10 MAINTAINING THE SI TEMPLATE 111
11 MAINTAINING OTHER WORK BASED TEMPLATES FOR ASSOCIATED DOCUMENTS 113
12 EXPLANATORY NOTES 113
13 MAINTAINING THE USE OF OPEN STANDARDS FOR DATA, EXPLANATORY NOTES HTML5, DATA MODELS AND APPLICATION LOGIC ACROSS THE PLATFORM 114
14 MAINTAINING CLML 116
15 MAINTAINING LEGISLATION LINKED DATA 117
16 OPERATING THE PUBLISHING SYSTEM TO CAPTURE, TRANSFORM AND PUBLISH NEW LEGISLATION AND ASSOCIATED DOCUMENTS 118
17 AUDIT TRAIL 120
18 DATA ENRICHMENT AS PART OF OPERATING THE PUBLISHING SYSTEM 120
19 PUBLISHING TIMELINES 121
20 CORRECTIONS 123
21 SUPPORTING USERS OF THE SI TEMPLATE 124

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22 POSSIBLE FUTURE REQUIREMENT TO SUPPORT USERS OF THE LDAPP DRAFTING TOOL 125
23 TYPESETTING SERVICE 125
24 PRODUCING AND SUPPLYING BIBLIOGRAPHIC INFORMATION ABOUT THE PUBLICATIONS 126
25 ISSUE LISTS 127
26 REQUIREMENTS TO PROVIDE SUPPORT FOR THE WELSH LANGUAGE 128
27 HARDCOPY (PRINT) PUBLISHING 128
28 PUBLICATION, ORDER PROCESSING AND DISTRIBUTION 130
29 CUSTOMER SERVICE 130
30 CUSTOMER COMPLAINTS 131
31 RECORD COPIES 131
32 BOUND VOLUMES 132
33 CHRONOLOGICAL TABLES 133
34 ACCESSIBILITY 133
35 PRINT ON DEMAND 134
36 CHARGING FOR PRINT COPIES 134
37 MANAGE THE HOSTING OF THE PLATFORM IN THE CLOUD 134
38 ENABLE DEVELOPMENT AND TESTING OF THE PRE-LIVE VERSIONS OF THE PLATFORM 135
39 ENSURE RELIABILITY, AVAILABILITY AND RESILIENCE OF THE LIVE SERVICES 135
40 BACKUP AND DATA RETENTION 136
41 DISASTER RECOVERY CAPABILITY 137
42 SECURITY IN A CLOUD CONTEXT 137
43 ACCESS CONTROLS 137
44 PERFORMANCE AND COST OPTIMISATION 138
45 AID PORTABILITY BETWEEN CLOUD PROVIDERS 139
46 SCHEDULE 2.1.1. ANNEX A: PRINT SPECIFICATIONS FOR INDIVIDUAL TITLE REQUIREMENTS 140

SCHEDULE 2.1.2: SERVICE DEVELOPMENT AND INNOVATION 162

1 DEVELOP THE SERVICE ACCORDING TO THE GDS SERVICE DESIGN MANUAL PRINCIPLES AND PRACTICES 162
2 SUPPORTING THE AUTHORITY TO MEET THE GDS TECHNOLOGY CODE OF PRACTICE 163
3 REQUIREMENTS TO USE AGILE METHODS AND FOR A PHASED APPROACH TO DELIVERY 164
4 USER RESEARCH AND PROTOTYPE DEVELOPMENT 164
5 SPECIFIC REQUIREMENTS TO HAVE REGARD TO ESTABLISHED PATTERNS 165
6 ENSURING THAT DEVELOPMENTS OF THE WEBSITE MEET ACCESSIBIIITY STANDARDS 165
7 DEVELOPING THE PLATFORM 166
8 REQUIREMENTS FOR PRODUCING CODE 166
9 REQUIREMENTS TO PARTICIPATE IN SERVICE ASSESSMENTS 167

SCHEDULE 2.1.3: TESTING PROCEDURES AND RELEASE MANAGEMENT 168

10 DEFINITIONS 168
11 TESTING OVERVIEW 168
12 ROUTINE TESTING 169
13 XML TESTING 170
14 TESTING FOR AGILE PROJECTS 170
15 TEST STRATEGY 170

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16 TEST PLANS 171
17 TEST SUCCESS CRITERIA 171
18 TEST ISSUES 171
19 OUTCOME OF TESTING 171
20 RELEASE MANAGEMENT 172

ANNEX 1: TEST ISSUES – SEVERITY LEVELS 174

ANNEX 2: TEST CERTIFICATE 175

SCHEDULE 2.2: PERFORMANCE MONITORING AND SERVICE LEVELS 176
1 DEFINITIONS 177

PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS 178
1 PERFORMANCE INDICATORS 178
2 SERVICE CREDITS 178
3 REPEAT KPI FAILURES AND RELATED KPI FAILURES 178
4 PERMITTED MAINTENANCE 179

PART B: PERFORMANCE MONITORING 180
1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW 180
2 PERFORMANCE RECORDS 182
3 PERFORMANCE VERIFICATION 182

ANNEX 1: KEY PERFORMANCE INDICATORS 183

PART I: KEY PERFORMANCE INDICATOR TABLES 183
1 KEY PERFORMANCE INDICATORS 183

PART II: DEFINITIONS AND METHODS OF MEASUREMENT 193
1 SUPPORT DESK RESPONSE TIMES 193
2 SUPPORT DESK SERVICE LEVELS 193
3 SI TEMPLATE TRAINING COURSES 194
4 AVAILABILITY OF THE PUBLISHING SYSTEM 194
5 AVAILABILITY OF THE EDITORIAL SYSTEM 194
6 AVAILABILITY OF LEGISLATION.GOV.UK, THE LINKED DATA SERVICE AND THE RESEARCH SERVICE 195
7 ONLINE PUBLISHING ACCURACY 196
8 PRINT PUBLISHING ACCURACY 196
9 PRINT PUBLISHING SPEED 197
10 ESCALATION SCENARIO AWARENESS 197
11 INCIDENT REPORTING SPEED 197
12 REDUCTION OF TECHNICAL DEBT 197
13 REDUCTION OF COSTS IN THE CLOUD 198
14 DELIVERY OF IMPLEMENTATION PLAN TARGETS 198

ANNEX 2: ESCALATION SCENARIOS 199

ANNEX 3: SERVICE CREDITS 200

SCHEDULE 2.3: REPORTS 201
1 REPORTS 202

SCHEDULE 2.4: STANDARDS 214
1 DEFINITIONS 215
2 GENERAL 215

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3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE 215
4 OPEN STANDARDS 215
5 TECHNOLOGY ARCHITECTURE STANDARDS 216
6 ACCESSIBLE DIGITAL STANDARDS 216
7 SERVICE MANAGEMENT, SOFTWARE & STANDARDS 216
8 ENVIRONMENTAL STANDARDS 217
9 HARDWARE SAFETY STANDARDS 217

SCHEDULE 2.5: SECURITY MANAGEMENT 218
1 DEFINITIONS 219
2 INTRODUCTION 220
3 ISMS 221
4 SECURITY MANAGEMENT PLAN 222
5 AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN 224
6 SECURITY TESTING 224
7 ISMS COMPLIANCE 225
8 BREACH OF SECURITY 226
9 BREACH OF SECURITY – IT ENVIRONMENT 227
10 VULNERABILITES AND CORRECTIVE ACTION 227

ANNEX 1: BASELINE SECURITY REQUIREMENTS 229
1 HIGHER CLASSIFICATIONS 229
2 END USER DEVICES 229
3 DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION 229
4 NETWORKING 230
5 SECURITY ARCHITECTURES 230
6 CLOUD SECURITY 230
7 CYBER SECURITY 231
8 SECURITY CHECKS 231
9 SECURITY RISK MANAGEMENT 232
10 PERSONNEL SECURITY 232
11 BUILDING SECURITY 233
12 IDENTITY, AUTHENTICATION AND ACCESS CONTROL 234
13 AUDIT AND MONITORING 234

ANNEX 2: INFORMATION SECURITY MANAGEMENT SYSTEM 236

ANNEX 3: SECURITY MANAGEMENT PLAN 237

SCHEDULE 2.6: INSURANCE REQUIREMENTS 238
1 OBLIGATION TO MAINTAIN INSURANCES 239
2 GENERAL OBLIGATIONS 239
3 FAILURE TO INSURE 239
4 EVIDENCE OF INSURANCES 240
5 AGGREGATE LIMIT OF INDEMNITY 240
6 CANCELLATION 240
7 INSURANCE CLAIMS 240

ANNEX 1: REQUIRED INSURANCES 242

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE 242

PART B: PROFESSIONAL INDEMNITY INSURANCE 243

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PART C: UNITED KINGDOM COMPULSORY INSURANCES **243**

SCHEDULE 3: BUSINESS DEVELOPMENT **244**
1 INTRODUCTION 245
2 New Business Development 245
3 SPECIFIC REQUIREMENTS FOR PRICING AND DELIVERY 246
4 SPECIFIC REQUIREMENTS FOR MARKETING AND GO TO MARKET 246
5 REPORTING AND GOVERNANCE 246

SCHEDULE 4: AUTHORITY RESPONSIBILITIES **248**
1 INTRODUCTION 249
2 GENERAL OBLIGATIONS 249

SCHEDULE 5: SUPPLIER MATTERS **250**

SCHEDULE 5.1: COMMERCIALLY SENSITIVE INFORMATION **251**

SCHEDULE 5.2: NOTIFIED KEY SUB-CONTRACTORS **252**

SCHEDULE 5.3: THIRD PARTY CONTRACTS **255**

SCHEDULE 6: SOFTWARE **257**
1 THE SOFTWARE 258
2 SUPPLIER SOFTWARE 258
3 THIRD PARTY SOFTWARE 258

ANNEX 1: FORM OF CONFIDENTIALITY UNDERTAKING **262**

CONFIDENTIALITY AGREEMENT **262**
1 INTERPRETATION 262
2 CONFIDENTIALITY OBLIGATIONS 263
3 PERMITTED DISCLOSURES 264
4 GENERAL 264
5 NOTICES 265
6 GOVERNING LAW 266

SCHEDULE 7: IMPLEMENTATION AND TESTING **267**

SCHEDULE 7: IMPLEMENTATION PLAN **267**
1 INTRODUCTION 268
2 OUTLINE IMPLEMENTATION PLAN 268
3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN 268
4 UPDATES TO AND MAINTAINANCE OF THE DETAILED IMPLEMENTATION PLAN 269
5 GOVERNMENT REVIEWS 270

ANNEX 1: OUTLINE IMPLENTATION PLAN **271**

SCHEDULE 8: FINANCIAL MATTERS **282**

SCHEDULE 8.1: ROYALTIES, PAYMENTS, CHARGES AND INVOICING **282**
1 DEFINITIONS 283

PART A: PAYMENT TO THE AUTHORITY **286**
1 INTRODUCTION 286
2 PAYMENT TO AUTHORITY 286
3 VAT 286
4 INVESTMENT 286

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5 3 YEAR FINANCIAL PLAN 286
6 OPEN BOOK ACCOUNTING AND REPORTING 287

PART B: PRICES 288
1 INTRODUCTION 288
2 LEGISLATION PUBLISHING CHARGES 288
3 TRAINING SERVICE CHARGES 290
5 SERVICE DEVELOPMENT CHARGES 291
6 HARDCOPY PRINT CHARGES 292

PART C: PRICING 294
1 APPLICABLE PRICING MECHANISM 294
2 TIME AND MATERIALS SERVICE DEVELOPMENT CHARGES 294
3 FIXED PRICE SERVICE AND SERVICE DEVELOPMENT CHARGES 295
4 REIMBURSEABLE EXPENSES 295

PART D: CHARGING MECHANISMS 297
1 PAYMENTS 297
2 SERVICE CHARGES 297
3 OPTIONAL SERVICES 297

PART E: ADJUSTMENTS TO THE CHARGES 298
1 DELAY PAYMENTS 298
2 SERVICE CREDITS 298
3 INDEXATION 298

PART F: INVOICING AND PAYMENT TERMS 300
1 SUPPLIER INVOICES 300
2 AUTHORITY INVOICES 301

SCHEDULE 8.2: PAYMENTS ON TERMINATION 302
1 DEFINITIONS 303
2 TERMINATION PAYMENT 305
3 BREAKAGE COSTS PAYMENT 305
4 UNRECOVERED PAYMENT 306
5 MITIGATION OF CONTRACT BREAKAGE COSTS AND UNRECOVERED COSTS 306
6 COMPENSATION PAYMENT 306
7 FULL AND FINAL SETTLEMENT 307
8 INVOICING FOR THE PAYMENTS ON TERMINATION 307
9 SET OFF 307
10 NO DOUBLE RECOVERY 307
11 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT 307

ANNEX 1: MAXIMUM PAYMENTS ON TERMINATION 309

SCHEDULE 8.3: FINANCIAL DISTRESS 310
1 DEFINITIONS 311
2 CREDIT RATING AND DUTY TO NOTIFY 311
3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT 312
4 TERMINATION RIGHTS 314
5 PRIMACY OF CREDIT RATINGS 314

ANNEX 1: RATING AGENCIES 315

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ANNEX 2: CREDIT RATING LEVELS **316**

ANNEX 3: CREDIT RATINGS AND CREDIT RATING THRESHOLDS **317**

SCHEDULE 8.4: FINANCIAL REPORTS AND AUDIT RIGHTS **318**
1 DEFINITIONS 319

PART A: FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA **321**
1 FINANCIAL TRANSPARENCY OBJECTIVES 321
2 OPEN BOOK DATA 321

PART B: FINANCIAL REPORTS **322**
1 PROVISION OF THE FINANCIAL REPORTS 322
2 FINANCIAL MODEL 323
3 DISCUSSION OF QUALITY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT 324
4 KEY SUB-CONTRACTORS 324

PART C: AUDIT RIGHTS **325**
1 AUDIT RIGHTS 325
2 CONDUCT OF AUDITS 326
3 USE OF SUPPLIER'S INTERNAL AUDIT TEAM 326
4 RESPONSE TO AUDITS 327

SCHEDULE 8.5: ANTICIPATED SAVINGS **328**

ANTICIPATED SAVINGS **329**

SCHEDULE 9: GOVERNANCE **330**

SCHEDULE 9.1: GOVERNANCE **331**
1 DEFINITIONS 331
2 INTRODUCTION 332
3 ESTABLISHMENT OF THE BOARDS 332
4 BOARD STRUCTURES AND REPRESENTATION 332
5 ROLE OF THE STRATEGY BOARD 334
6 ROLE OF THE COMMERCIAL BOARD 335
7 ROLE OF THE OPERATIONAL BOARD 335
8 ROLE OF THE PROJECT BOARD 336
9 ROLE OF THE TECHNICAL BOARD 336
10 ROLE OF THE CHANGE BOARD 336
11 ROLE OF THE AUTHORITY'S DIGITAL SERVICES ASSESSMENT PANEL 337
12 ROLE OF THE AUTHORITY'S DIGITAL BOARD 337
13 COMMERCIAL BOARD REPRESENTATION AND STRUCTURE 338
14 OPERATIONAL BOARD REPRESENTATION AND STRUCTURE 339
15 PROJECT BOARD REPRESENTATION AND STRUCTURE 340
16 TECHNICAL BOARD REPRESENTATION AND STRUCTURE 341
17 CHANGE BOARD REPRESENTATION AND STRUCTURE 342

SCHEDULE 9.2: CHANGE CONTROL PROCEDURE **343**
1 DEFINITIONS 344
2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE 344
3 COSTS 345
4 CHANGE REQUEST 345
5 AUTHORITY'S RIGHT OF APPROVAL 345

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6 SUPPLIER'S RIGHT OF APPROVAL 346
7 FAST-TRACK CHANGES 346
8 OPERATIONAL CHANGE PROCEDURE 347
9 COMMUNICATIONS 347

ANNEX 1: CHANGE CONTROL NOTE 348

SCHEDULE 9.3: DISPUTE RESOLUTION PROCEDURE 349
1 DEFINITIONS 350
2 DISPUTE NOTICES 350
3 EXPEDITED DISPUTE TIMETABLE 351
4 COMMERCIAL NEGOTIATION 352
5 MEDIATION 353
6 EXPERT DETERMINATION 353
7 ARBITRATION 354
8 URGENT RELIEF 355
9 MULTI-PARTY DISPUTES 355

SCHEDULE 9.4: RECORDS PROVISIONS 357
1 RECORDS 358

ANNEX 1: RECORDS TO BE KEPT BY THE SUPPLIER 359

SCHEDULE 9.5: EXIT MANAGEMENT 360
1 DEFINITIONS 361
2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT 362
3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES 363
4 EXIT PLAN 364
5 TERMINATION SERVICES 366
6 ASSETS, SUB-CONTRACTS AND SOFTWARE 368
7 SUPPLIER PERSONNEL 369
8 APPORTIONMENTS 370
9 **ANNEX 1: SCOPE OF THE TERMINATION SERVICES** 370

SCHEDULE 9.6: BUSINESS CONTINUITY AND DISASTER RECOVERY 374
1 DEFINITIONS 375
2 BCDR PLAN 375
3 PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS 376
4 BUSINESS CONTINUITY PLAN – PRINCIPLES AND CONTENTS 377
5 DISASTER RECOVERY PLAN – PRINCIPLES AND CONTENTS 378
6 REVIEW AND AMENDMENT OF THE BCDR PLAN 378
7 TESTING OF THE BCDR PLAN 380
8 INVOCATION OF THE BCDR PLAN 380

SCHEDULE 9.7: CONDUCT OF CLAIMS 381
1 INDEMNITIES 382
2 SENSITIVE CLAIMS 382
3 RECOVERY OF SUMS 383
4 MITIGATION 383

SCHEDULE 9.8: CONTRACT EXTENSION 384

CONTRACT EXTENSION 385

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SCHEDULE 10: EMPLOYMENT **386**

SCHEDULE 10.1: STAFF TRANSFER **386**
1 DEFINITIONS 387
2 INTERPRETATION 389

PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES **390**
1 NOT USED 390

PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES **391**
1 NOT USED 391

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES **392**
1 PROCEDURE IN THE EVENT OF TRANSFER 392
2 INDEMNITIES 392
3 PROCUREMENT OBLIGATIONS 393

PART D: EMPLOYMENT EXIT PROVISIONS **394**
1 PRE-SERVICE TRANSFER OBLIGATIONS 394
2 EMPLOYMENT REGULATIONS EXIT PROVISIONS 395

SCHEDULE 10.2: KEY PERSONNEL **401**

SCHEDULE 11: PROCESSING, PERSONAL DATA AND DATA SUBJECTS **403**

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SCHEDULES

SCHEDULE 1: Definitions **61**

SCHEDULE 2: Service Requirements **98**

SCHEDULE 3: Business Development **244**

SCHEDULE 4: Authority Responsibilities **248**

SCHEDULE 5: Supplier Matters **250**

SCHEDULE 6: Software **257**

SCHEDULE 7: Implementation and Testing **267**

SCHEDULE 8: Financial Matters **282**

SCHEDULE 9: Governance **330**

SCHEDULE 10: Employment **386**

SCHEDULE 11: Processing, Personal Data and Data Subjects **403**

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THIS AGREEMENT is made on

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 "**Authority**"); and

(2) *THE STATIONERY OFFICE,* a company registered in England and Wales under company number 03049649 whose registered office is at 55 Wells Street, London W1A 3AE (the **"Supplier"**)

(each a "**Party"** and together the "**Parties**").

Introduction

(A) **On 13 April 2017 the Authority advertised in the Official Journal of the European Union (reference 2017/S 073-139680) and on 13 April 2017 the Authority published its Invitation to Tender (ITT) inviting prospective suppliers to submit proposals for the provision of legislation services.**

(B) **On the basis of the Supplier's response to the advertisement and the subsequent competitive procedure with negotiation process as set out in the ITT, the Authority selected the Supplier as its preferred supplier.**

(C) **The Supplier has agreed to supply the services in accordance with the terms and conditions of this Agreement.**

IT IS AGREED as follows:

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SECTION A – PRELIMINARIES

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

1.2 In this Agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;
(b) reference to a gender includes the other gender and the neuter;
(c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
(d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
(e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
(f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
(g) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
(h) unless otherwise provided and save for references in Schedule 6 (*Software*), references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and
(i) references to this Agreement are references to this Agreement as amended from time to time.

1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Agreement with a reference to the replacement hyperlink.

1.4 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

(a) the Clauses and Schedule 1 (*Definitions*);
(b) Schedules 2.1 (*Services Description*) and 2.2 (*Performance Monitoring and Service Levels*) and their Annexes;
(c) any other Schedules and their Annexes.

1.5 The Schedules and their Annexes form part of this Agreement.

1.6 In entering into this Agreement the Authority is acting as part of the Crown.

2 DUE DILIGENCE

2.1 The Supplier acknowledges that:, subject to the Allowable Assumptions:

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(a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
(b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
(c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:
    i. the Authority Requirements;
    ii. the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
    iii. the operating processes and procedures and the working methods of the Authority;
    iv. the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority Assets; and,
    v. the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Agreement and/or which the Supplier will require the benefit of for the provision of the Services; and
(d) it has advised the Authority in writing of:
    i. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
    ii. the actions needed to remedy each such unsuitable aspect; and
    iii. a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions;

and such actions, timetable and costs are fully reflected in this Agreement, including the Services Description and/or Authority Responsibilities as applicable.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor, subject to Clause 2.3, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

(a) any unsuitable aspects of the Operating Environment;
(b) any misinterpretation of the Authority Requirements; and/or
(c) any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

2.3 The Parties shall comply with the provisions of Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) in relation to the verification of any Allowable Assumptions.

2.4 The Supplier will be responsible for the accuracy of all drawings, documentation and information it supplies to the Authority in connection with the supply of the Services and will pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

3 WARRANTIES

3.1 The Authority represents and warrants that:

(a) it has full capacity and authority 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,

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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).

3.2 The Supplier represents and warrants that:

(a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
(b) it has full capacity and authority to enter into and to perform this 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 Supplier as part of the procurement process, including without limitation its response to the PQQ and ITT (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 Supplier has otherwise disclosed to the Authority in writing prior to the date of this Agreement;
(i) it has notified the Authority 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 Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by the Authority;
(k) the Contract Inception Report is a true and accurate reflection of the Costs and Supplier Profit Margin forecast by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model;
(l) 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,
(m) 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 Supplier or for its dissolution

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or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

3.3 The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date (if later than the date of signature of this Agreement) by reference to the facts then existing.

3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.6 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.

3.7 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.

SECTION B – THE SERVICES

4 TERM

4.1 This Agreement shall:

(a) come into force on the Effective Date, save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 25 (*Confidentiality*), 26 (*Transparency and Freedom of Information*), 28 (*Publicity and Branding*), 29 (*Limitations on Liability*), 41 (*Waiver and Cumulative Remedies*), 42 (*Relationship of the Parties*), 44 (*Severance*), 46 (*Entire Agreement*), 47 (*Third Party Rights*), 48 (*Notices*), 49 (*Disputes*) and 50 (*Governing Law and Jurisdiction*), which shall be binding and enforceable as between the Parties from the date of signature; and

(b) unless terminated at an earlier date by operation of Law or in accordance with Clause 37 (*Termination Rights*), terminate:

i. at the end of the Initial Term; or

ii. if the Authority elects to extend the Initial Term by giving the Supplier at least 60 Working Days' notice before the end of the Initial Term, at the end of the Extension Period.

Condition Precedent

4.2 Save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 25 (*Confidentiality*), 26 (*Transparency and Freedom of Information*), 28 (*Publicity and Branding*), 29 (*Limitations on Liability*), 41 (*Waiver and Cumulative Remedies*), 42 (*Relationship of the Parties*), 44 (*Severance*), 46 (*Entire Agreement*), 47 (*Third Party Rights*), 48 (*Notices*), 49 (*Disputes*) and 50 (*Governing Law and Jurisdiction*), this Agreement is conditional upon the valid execution and delivery to the Authority of the Guarantee (the **"Condition Precedent"**). The Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice in writing.

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4.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Agreement then, unless the Condition Precedent is waived by the Authority in accordance with Clause 4.2:

(a) this Agreement shall automatically cease and shall not come into effect; and
(b) neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

4.4 The Supplier shall consult with the Authority in relation to the steps it takes to satisfy the condition set out in Clause 4.2 and shall keep the Authority fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 4.3.

5 SERVICES

Standard of Services

5.1 The Supplier shall provide:

(a) the Implementation Services from (and including) the Implementation Services Commencement Date; and
(b) the Operational Services in each case from (and including) the relevant Operational Service Commencement Date.

5.2 The Supplier shall ensure that:

(a) the Services:
  i. comply in all respects with the Schedule 2 (*Service Requirements*) and Schedule 3 (*Business Development*); and
  ii. are supplied in accordance with the provisions of this Agreement; and
(b) where:
  i. the Operational Services to be provided from any Operational Service Commencement Date are similar to services that the Authority was receiving immediately prior to that Operational Service Commencement Date (such similar services being **"Preceding Services"**); and
  ii. the standard and level of service received by the Authority in respect of any of the Preceding Services in the 12 month period immediately prior to that Operational Service Commencement Date have been disclosed to the Supplier in the Due Diligence Information (such preceding services being **"Relevant Preceding Services"**),
(c) the Operational Services to be provided from the relevant Operational Service Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Authority in respect of the Relevant Preceding Services in the 12 month period immediately prior to the relevant Operational Service Commencement Date.

5.3 The Supplier shall:

(a) perform its obligations under this Agreement, including in relation to the supply of the Services in accordance with:
  i. all applicable Law;
  ii. Good Industry Practice;
  iii. the Standards;

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iv. the Baseline Security Requirements;
v. the Quality Plans;
vi. the Authority IT and Digital Strategies; and
vii. the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(vi); and

(b) deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(vi), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

Supplier covenants

5.5 The Supplier shall:

(a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Agreement;

(b) save to the extent that obtaining and maintaining the same are Authority Responsibilities and subject to Clause 13 (*Change*), obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

(c) ensure that:
i. it complies with its IPR obligations under Section F of this Agreement.
ii. the release of any new Software or upgrade to any Software complies with the interface requirements in the Services Description and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 2.5 (*Security Management*)) shall notify the Authority 3 months before the release of any new Software or Upgrade;
iii. all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
iv. any products or services recommended or otherwise specified by the Supplier for use by the Authority in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and
v. the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority) and will be Euro Compliant;

(d) minimise any disruption to the Services, the IT Environment and/or the Authority's operations when carrying out its obligations under this Agreement;

(e) ensure that any Documentation and training provided by the Supplier to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice;

(f) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or

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organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely

(g) transition of the Services (or any of them) to the Authority and/or to any Replacement Supplier;

(h) to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;

(i) unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 5.5(g);

(j) provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;

(k) gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;

(l) notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control taking place;

(m) notify the Authority in writing within 10 Working Days of their occurrence, of any 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;

(n) ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Agreement;

(o) manage closure or termination of Services to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards;

(p) agree to any additional Standards the Authority may specify applies to the provision of Services during the Contract Period, provided the Authority provides written notice of the additional Standards to the Supplier in accordance with the Agreement; and

(q) ensure that all staff supplying the Services do so with all due skill, care and diligence and will possess such qualifications, skills and experience as are necessary for the proper supply of the Services in accordance with this Agreement.

5.6 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

5.7 Without prejudice to Clause 20 (*IPRs Indemnity*) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:

(a) remedy any breach of its obligations in Clauses 5.5(b) to 5.5(d) inclusive within 3 Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be

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agreed with the Authority (taking into account the nature of the breach that has occurred);

(b) remedy any breach of its obligations in Clause 5.5(a) and Clauses 5.5(e) to 5.5(j) inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and

(c) meet all the costs of, and incidental to, the performance of such remedial work, and any failure of the Supplier to comply with its obligations under Clause 5.7(a) or Clause 5.7(b) within the specified or agreed timeframe shall constitute a Notifiable Default.

Specially Written Software warranty

5.8 Without prejudice to Clauses 5.5 (*Supplier Covenants*) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the Specially Written Software shall:

(a) be free from material design and programming errors;

(b) perform in all material respects in accordance with the relevant specifications contained in Schedule 2 (*Service Requirements*) and Schedule 3 (*Business Development*); and

(c) not infringe any Intellectual Property Rights.

Continuing obligation to provide the Services

5.9 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:

(a) any withholding of the Service Charges by the Authority pursuant to Clause 7.2(d)(ii) (*Performance Failures*);

(b) the existence of an unresolved Dispute; and/or

(c) any failure by the Authority to pay any Charges.

(d) unless the Supplier is entitled to terminate this Agreement under Clause 37.3(a)) (*Termination by the Supplier*) for failure to pay undisputed Charges.

Optional Services

5.10 The Authority may require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Authority is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Optional Services from any third party.

5.11 If a Change Request is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Change Request, provide details of the impact (if any) that the proposed Change will have on the relevant Optional Services.

5.12 Following receipt of the Authority's notice pursuant to Clause 5.10:

(a) the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;

(b) the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;

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(c) any additional charges for the Optional Services shall be incorporated in the Charges as specified in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*); and

(d) the Supplier shall, from the date agreed in the Optional Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services (if any)), provide the relevant Optional Services to meet or exceed the applicable Target Performance Level in respect of all Performance Indicators applicable to the Optional Services as set out in Schedule 2.2 (*Performance Monitoring and Service Levels*).

Power of attorney

5.13 By way of security for the performance of its obligations under Clauses 5.5(g) and 5.5(h) (*Supplier covenants*) the Supplier hereby irrevocably appoints the Authority as its agent and attorney to act with full power and authority in the Supplier's name and on its behalf to do all such acts and execute all such documents as may be necessary or desirable to enforce any such warranties and/or effect any such assignment as are referred to in such Clauses and to delegate one or more of the powers conferred on it by this Clause 5.13 (other than the power to delegate) to officer(s) appointed for that purpose by the Authority and may vary or revoke such delegation at any time.

Authority Responsibilities

5.14 The Authority shall comply with its responsibilities set out in Schedule 4 (*Authority Responsibilities*).

6 IMPLEMENTATION

Quality Plans

6.1 The Supplier shall develop, within 120 Working Days of the Effective Date, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (**"Quality Plans"**).

6.2 The Supplier shall obtain the Authority Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Agreement.

6.3 Following the approval by the Authority of the Quality Plans:

(a) the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and

(b) any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

Implementation Plan and Delays

6.4 The Parties shall comply with the provisions of Schedule 7 (*Implementation Plan*) in relation to the agreement and maintenance of the Detailed Implementation Plan.

6.5 The Supplier shall:

(a) comply with the Implementation Plan; and

(b) ensure that each Milestone is Achieved on or before its Milestone Date.

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6.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:

(a) it shall:
  i. notify the Authority in accordance with Clause 31.1 (*Rectification Plan Process*); and
  ii. comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
  iii. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
(b) if the Delay or anticipated Delay relates to a Key Milestone, the provisions of Clause 32 (*Delay Payments*) shall apply.

Testing and Achievement of Milestones

6.7 The Parties shall comply with the provisions of Schedule 2.1.3 (*Testing Procedures and Release Management*) in relation to the procedures to determine whether a Milestone or Test has been achieved.

7 PERFORMANCE INDICATORS

7.1 The Supplier shall:

(a) provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Milestone Date for each relevant CPP Milestone; and,
(b) comply with the provisions of Schedule 2.2 (*Performance Monitoring and Service Levels*) in relation to the monitoring and reporting on its performance against the Performance Indicators.

Performance Failures

7.2 If in any Service Period:

(a) a KPI Failure occurs, Service Credits shall be deducted from the Service Charges in accordance with Paragraph 3 of Part C of Schedule 8.1 *(Royalties, Payments, Charges and Invoicing*);
(b) a Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process (in addition to Service Credits accruing in accordance with Clause 7.1(a));
(c) a PI Failure occurs, the Supplier shall notify the Authority of the action (if any) it will take to rectify the PI Failure and/or to prevent the PI Failure from recurring; and/or
(d) a Material PI Failure occurs:
  i. the Supplier shall comply with the Rectification Plan Process; and
  ii. the Authority may withhold a proportionate amount of the Service Charges in accordance with the process set out in Clause 10.7 (*Set Off and Withholding*) until the relevant Material PI Failure is rectified to the reasonable satisfaction of the Authority, at which point the Authority shall pay the amount withheld.

7.3 Service Credits shall be the Authority's exclusive financial remedy for a KPI Failure except where:

(a) the Supplier has over the previous 12 month period accrued Service Credits in excess of the Service Credit Cap;
(b) the KPI Failure:
  i. breaches the relevant KPI Service Threshold;
  ii. has arisen due to the wilful default by the Supplier or any Supplier Personnel; or

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iii. results in:

A. the corruption or loss of any Authority Data (in which case the remedies under Clause 24.7 (*Authority Data and Security Requirements*) shall also be available); and/or

B. the Authority being required to make a compensation payment to one or more third parties;

(c) the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or

(d) the Authority is otherwise entitled to or does terminate the relevant Services or this Agreement pursuant to Clause 37 (*Termination Rights*).

Unacceptable KPI Failure

7.4 If in any Service Period an Unacceptable KPI Failure occurs:

(a) the Authority shall (subject to the Service Credit Cap set out in Clause 29.4(b) (*Financial and other limits*)) be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being **"Compensation for Unacceptable KPI Failure"**); and

(b) if the Authority withholds and retains such Compensation for Unacceptable KPI Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue

(c) provided that the operation of this Clause 7.4 shall be without prejudice to any right which the Authority may have to terminate this Agreement and/or to claim damages from the Supplier as a result of such Unacceptable KPI Failure.

7.5 The Supplier:

(a) agrees that the application of Clause 7.4 is commercially justifiable where an Unacceptable KPI Failure occurs; and

(b) acknowledges that it has taken legal advice on the application of Clause 7.4 and has had the opportunity to price for that risk when calculating the Service Charges.

Critical Performance Failure

7.6 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Agreement in whole or in part pursuant to Clause 37.1 or 37.2 (*Termination by the Authority*).

Changes to Performance Indicators and Service Credits

7.7 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months' notice:

(a) change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or

(b) convert one or more:

i. Key Performance Indicators into a Subsidiary Performance Indicator; and/or

ii. Subsidiary Performance Indicators into a Key Performance Indicator (in which event the Authority shall also set out in the notice details of what will constitute a Minor KPI Failure, a Serious KPI Failure and a Severe KPI Failure for the new Key Performance Indicator).

7.8 The Supplier shall not be entitled to object to any changes made by the Authority under Clause 7.7, or increase the Service Charges as a result of such changes provided that:

(a) the total number of Key Performance Indicators does not exceed 20;

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(b) the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and
(c) there is no change to the Service Credit Cap.

8 SERVICES IMPROVEMENT

8.1 The Supplier shall have an ongoing obligation throughout the Term to identify, at no extra cost to the Authority, new or potential improvements to the Services in accordance with this Clause 8. As part of this obligation the Supplier shall identify and report to the Programme Board on:

(a) the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
(b) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
(c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk;
(d) changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority; and/or
(e) changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.

8.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.

8.3 If the Authority wishes to incorporate any improvement identified by the Supplier, the Authority shall send the Supplier a Change Request in accordance with the Change Control Procedure.

8.4 Agile projects have a scope that will change over time. The detailed scope (for example as defined in user stories) can evolve and change during the Term. These changes do not require formal contract changes but do require the Supplier and the Authority to agree to these changes within the scope of the OJEU.

9 EQUIPMENT AND MAINTENANCE

Supplier Equipment

9.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Agreement the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

9.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Authority shall be liable for loss of or damage

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to any of the Supplier's property located on Authority Premises which is due to the negligent act or omission of the Authority.

9.3 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Agreement, including the Target Performance Levels.

Maintenance

9.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the **"Maintenance Schedule"**) which shall be agreed with the Authority. Once the Maintenance Schedule has been agreed with the Authority Representative, the Supplier shall only undertake such planned maintenance (which shall be known as **"Permitted Maintenance")** in accordance with the Maintenance Schedule.

9.5 The Supplier shall give as much notice as is reasonably practicable to the Authority Representative prior to carrying out any Emergency Maintenance.

9.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

Property

9.7 Where the Authority issues Property free of charge to the Supplier such Property will be and remain the property of the Authority and the Supplier hereby irrevocably licences the Authority and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property.

9.8 The Supplier will not in any circumstances have a lien or any other interest in, on or over the Property and the Supplier will at all times possess the Property as fiduciary agent and bailee of the Authority. The Supplier will take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and will, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

9.9 The Property will be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within five (5) Working Days of receipt.

9.10 The Supplier will maintain the Property in good order and condition (excluding fair wear and tear), and will use the Property solely in connection with this Agreement and for no other purpose without prior Approval.

9.11 The Supplier will ensure the security of all the Property in its possession or control, either on the Premises or elsewhere during the Term, in accordance with the Authority's reasonable security requirements in force from time to time.

9.12 The Supplier shall return the Property to the Authority at the end of the Term or upon the Authority's request.

9.13 The Supplier will be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority's Default. The

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Supplier will inform the Authority within two (2) Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

10 FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

10.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (*Testing and Achievement of Milestones*), 12 (*Records, Reports, Audits and Open Book Data*), 26 (*Transparency and Freedom of Information*), 27 (*Data Protection*) and, to the extent specified therein, Clause 33 (*Remedial Adviser*) and Clause 34 (*Step-In Rights*).

10.3 If the Authority fails to pay any undisputed Charges properly invoiced under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

10.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

10.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 10.5 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

Set-off and Withholding

10.6 The Authority may set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Authority.

10.7 If the Authority wishes to:

(a) set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier pursuant to Clause 10.6,
(b) exercise its right pursuant to Clause 7.2(d)(ii) (*Performance Failures*) to withhold payment of a proportion of the Service Charges,
(c) it shall give notice to the Supplier within 30 days of receipt of the relevant invoice,
(d) setting out the Authority's reasons for withholding or retaining the relevant Charges.

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Financial Distress

10.8 The Parties shall comply with the provisions of Schedule 8.3 (*Financial Distress*) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

Promoting Tax Compliance

10.9 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

(a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
(b) promptly provide to the Authority:
  i. details of the steps which the Supplier 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 Authority may reasonably require.

Payment Provisions

10.10 In consideration of the rights granted to the Contractor under this Contract the Contractor agrees to pay the Authority annual royalty payments as calculated in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) and to perform all other obligations on the Contractor as set out in the Contract.

10.11 Any extension to the Contract agreed by the Parties in accordance with Schedule 9.8 (*Contract Extension*) shall be subject to the same royalty payments as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).).

SECTION D – CONTRACT GOVERNANCE

11 GOVERNANCE

11.1 The Parties shall comply with the provisions of Schedule 9.1 (*Governance*) in relation to the management and governance of this Agreement.

Representatives

11.2 Each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

11.3 The initial Supplier Representative shall be the person named as such in Schedule 10.2 (*Key Personnel*). Any change to the Supplier Representative shall be agreed in accordance with Clause 14 (*Supplier Personnel*).

11.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within 5 Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

12 RECORDS, REPORTS, AUDITS & OPEN BOOK DATA

12.1 The Supplier shall comply with the provisions of:

(a) Schedule 9.4 (*Records Provisions*) in relation to the maintenance and retention of Records; and

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(b) Schedule 8.4 (*Financial Reports and Audit Rights*) in relation to the maintenance of Open Book Data.

12.2 The Parties shall comply with the provisions of:

(a) Schedule 8.4 (*Financial Reports and Audit Rights*) in relation to the provision of the Financial Reports; and
(b) Schedule 8.4 (*Financial Reports and Audit Rights*) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

13 CHANGE

Change Control Procedure

13.1 Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

13.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

(a) a General Change in Law; or
(b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.

13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 13.2b)), the Supplier shall:

(a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
    i. whether any Change is required to the Services, the Charges or this Agreement; and
    ii. whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Target Performance Levels; and
(b) provide the Authority with evidence:
    i. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
    ii. as to how the Specific Change in Law has affected the cost of providing the Services; and
    iii. demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 8 (*Services Improvement*), has been taken into account in amending the Charges.

13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2(b) shall be implemented in accordance with the Change Control Procedure.

SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN

14 SUPPLIER PERSONNEL

14.1 The Supplier shall:

(a) Provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they

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require admission and giving such other particulars as the Authority may reasonably require;

(b) ensure that all Supplier Personnel:

i. are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

ii. are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2.1 (*Services Description*) and Schedule 2.5 (*Security Management*); and

iii. comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 2.5 (*Security Management*);

(c) subject to Schedule 10.1 (*Staff Transfer*), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;

(d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;

(e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

(f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

(g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

(h) procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Agreement.

14.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

(a) refuse admission to the relevant person(s) to the Authority Premises; and/or

(b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

14.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 10.2 (*Key Personnel*) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.

14.4 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.

14.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:

(a) requested to do so by the Authority;

(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 Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or

(d) the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

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14.6 The Supplier shall:

(a) notify the Authority 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 Supplier shall ensure appropriate temporary cover for that Key Role);
(b) ensure that any Key Role is not vacant for any longer than 10 Working Days;
(c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
(d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
(e) ensure that any replacement for a Key Role:
    i. has a level of qualifications and experience appropriate to the relevant Key Role; and
    ii. is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Employment Indemnity

14.7 The Parties agree that:

(a) the Supplier shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
(b) the Authority shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

Income Tax and National Insurance Contributions

14.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

(a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and,
(b) indemnify the Authority 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 Supplier or any Supplier Personnel.

Staff Transfer

14.9 The Parties agree that:

(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 10.1 (*Staff Transfer*) shall apply as follows:

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i. where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A of Schedule 10.1 (*Staff Transfer*) shall apply;
ii. where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 10.1 (*Staff Transfer*) shall apply;
iii. where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees,
iv. Parts A and B of Schedule 10.1 (*Staff Transfer*) shall apply; and
v. Part C of Schedule 10.1 (*Staff Transfer*) shall not apply;

(b) where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 10.1 (*Staff Transfer*) shall apply and Parts A and B of Schedule 10.1 (*Staff Transfer*) shall not apply; and,

(c) Part D of Schedule 10.1 (*Staff Transfer*) shall apply on the expiry or termination of the Services or any part of the Services.

15 SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Sub-contractors

15.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:

(a) manage any Sub-contractors in accordance with Good Industry Practice;
(b) comply with its obligations under this Agreement in the delivery of the Services; and
(c) assign, novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Agreement.

15.2 Prior to sub-contracting any of its obligations under this Agreement, the Supplier shall notify the Authority in writing of:

(a) the proposed Sub-contractor's name, registered office and company registration number;
(b) the scope of any Services to be provided by the proposed Sub-contractor; and
(c) where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.

15.3 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.2 the Supplier shall also provide:

(a) a copy of the proposed Sub-contract; and
(b) any further information reasonably requested by the Authority.

15.4 The Authority may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.2 (or, if later, receipt of any further information requested pursuant to Clause 15.3), object to the appointment of the relevant Sub-contractor if it considers that:

(a) the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
(b) the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
(c) the proposed Sub-contractor employs unfit persons; and/or
(d) the proposed Sub-contractor should be excluded in accordance with Clause 15.8;
in which case, the Supplier shall not proceed with the proposed appointment.

15.5 If:

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(a) the Authority has not notified the Supplier that it objects to the proposed Sub-contractor's appointment by the later of 10 Working Days of receipt of:
   i. the Supplier's notice issued pursuant to Clause 15.1; and
   ii. any further information requested by the Authority pursuant to Clause 15.3; and
(b) the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with Clause 15.6 (*Appointment of Key Sub-contractors*),

the Supplier may proceed with the proposed appointment and, where the Sub-contract is entered into exclusively for the purpose of delivery of the Services, may notify the Authority that the relevant Sub-contract shall constitute a Third Party Contract for the purposes of Schedule 5.3 (*Third Party Contracts*).

Appointment of Key Sub-contractors

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

(a) the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
(b) the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
(c) the proposed Key Sub-contractor employs unfit persons; and/or
(d) the proposed Key Sub-contractor should be excluded in accordance with Clause 15.8.

15.7 The Authority consents to the appointment of the Key Sub-contractors listed in Schedule 5.2 (*Notified Key Sub-contractors*).

15.8 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Key Sub-contract shall include:

(a) provisions which will enable the Supplier to discharge its obligations under this Agreement;
(b) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon the Authority;
(c) a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
(d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;
(e) obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Agreement in respect of:
   i. data protection requirements set out in Clauses 24 (*Authority Data and Security Requirements*) and 27 (*Data Protection*);
   ii. FOIA requirements set out in Clause 26 (*Transparency and Freedom of Information*);
   iii. the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 5.5(m) (*Services*);
   iv. the keeping of records in respect of the services being provided under the Key Sub-contract, including the maintenance of Open Book Data; and
   v. the conduct of Audits set out in Part C of Schedule 8.4 (*Financial Reports and Audit Rights*);

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(f) provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 37.1(a) (*Termination by the Authority*), 38.4 (*Payments by the Authority*) and Schedule 8.2 (*Payments on Termination*) of this Agreement;

(g) a provision restricting the ability of the Key Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of the Authority;

(h) a provision enabling the Supplier or the Authority to appoint a Remedial Adviser on substantially the same terms as are set out in Clause 33 (*Remedial Adviser*);

(i) a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause 34 (*Step-in Rights*);

(j) a provision requiring the Key Sub-contractor to participate in, and if required by the Authority in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-contractors in, the Multi-Party Dispute Resolution Procedure; and

(k) a provision requiring the Key Sub-contractor to:

i. promptly notify the Supplier and the Authority in writing of any of the following of which it is, or ought to be, aware:

A. the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or

B. any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor, and in any event, provide such notification within 10 Working Days of the date on which the Key Sub-contractor first becomes aware of such); and

ii. co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 8.3 (*Financial Distress*), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Service Continuity Plan.

15.9 The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Supply chain protection

15.10 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement) contain provisions:

(a) giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;

(b) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

(c) that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph (a), the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph (c) after a reasonable time has passed;

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(d) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed; and
(e) giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
(f) requiring the Sub-contractor to include a clause to the same effect as this Clause
(g) 15.10 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement.

15.11 The Supplier shall:

(a) pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed;
(b) include within the Balanced Scorecard Report produced by it pursuant to Schedule 2.2 (*Performance Monitoring and Service Levels*) a summary of its compliance with Clause 15.11(a) , such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

15.12 Notwithstanding any provision of Clauses 25 (*Confidentiality*) and 28 (*Publicity and Branding*), if the Supplier notifies the Authority (whether in a Balanced Scorecard Report or otherwise) that the Supplier has failed to pay a Sub-contractor's undisputed invoice within 30 days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-contracts

15.13 The Authority may require the Supplier to terminate:

(a) a Sub-contract where:
  i. the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 37.1(b)(*Termination by the Authority*);
  ii. the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;
  iii. the relevant Sub-contractor has failed to comply in the performance of its Sub- contract with legal obligations in the fields of environmental, social or labour law; and/or
  iv. the Authority has found grounds for exclusion of the Sub-contractor in accordance with Clause 15.8; and
(b) a Key Sub-contract where there is a Change of Control of the relevant Key Sub-contractor, unless:
  i. the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  ii. the Authority has not served its notice of objection within 6 months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

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Competitive Terms

15.14 If the Authority is able to obtain from any Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may:

(a) require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item; or
(b) subject to Clause 15.13, enter into a direct agreement with that Sub-contractor or third party in respect of the relevant item.

15.15 If the Authority exercises either of its options pursuant to Clause 15.14, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.

15.16 The Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:

(a) the Authority making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
(b) any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

15.17 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 15, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

Exclusion of Sub-contractors

15.18 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

(a) if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;
(b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

16 CONFLICT OF INTEREST

16.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority under the provisions of this Agreement.

16.2 The Supplier shall promptly notify and provide full particulars to the Authority if such conflict referred to in Clause 16.1 arises or may reasonably been foreseen as arising.

16.3 The Authority reserves the right to terminate this Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed

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to the Authority under the provisions of this Agreement. The action of the Authority pursuant to this Clause 16.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

SECTION F – Intellectual Property, Data and Confidentiality

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Except as expressly set out in this Agreement:

(a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
  i. the Supplier Software;
  ii. the Third Party Software;
  iii. the Third Party IPRs; and
  iv. the Supplier Background IPRs;

(b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
  i. the Authority Software;
  ii. the Authority Data; and
  iii. the Authority Background IPRs;

(c) Specially Written Software and Project Specific IPRs shall be the property of the Authority.

17.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 18.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

17.3 Neither Party shall 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.

17.4 Unless the Authority otherwise agrees in advance in writing:

(a) All Specially Written Software and Project Specific IPRs shall be created in a format, or be able to be converted into a format, which is suitable for publication by the Authority as open source software; and

(b) Where the Specially Written Software and Project Specific IPRs are written in a format that requires conversion before publication as open source software, the Supplier shall also provide that converted format to the Authority.

17.5 Where the Authority agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the Authority's ability to publish other Open Source software under clause 21 (*Open Source Publication*).

18 TRANSFER AND LICENCES GRANTED BY THE SUPPLIER

Specially Written Software and Project Specific IPRs

18.1 Subject to Clause 18.17 (*Patents*), the Supplier hereby assigns to the Authority with full guarantee (or shall procure from the first owner the assignment to the Authority), title to and all rights and interest in the Specially Written Software and the Project Specific IPRs including:

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(a) the Documentation, Source Code and the Object Code of the Specially Written Software;

(b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the **"Software Supporting Materials"**; and

(c) but not including any Know-How, trade secrets or Confidential Information.

18.2 The assignment under Clause 18.1 above shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Specially Written Software and the Project Specific IPRs.

18.3 The Supplier:

(a) shall:

i. inform the Authority of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and

ii. deliver to the Authority the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable (and at such other times as are reasonably requested by the Authority) and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority; and

(b) Without prejudice to Clause 18.11 (*Third Party Software and Third Party IPRs*), provide full details to the Authority of any Supplier Background IPRs or Third Party IPRs with are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs; acknowledges and agrees that the ownership of the media referred to in Clause 17.1(a) (ii) shall vest in the Authority upon their receipt by the Authority;

(c) shall waive or procure a waiver of any moral rights arising in any Specially Written Software or Project Specific IPRs assigned under Clause 18.1 above; and

(d) shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Authority.

Supplier Software and Supplier Background IPRs

18.4 The Supplier hereby grants to the Authority:

(a) subject to the provisions of Clause 18.17 (*Patents*) and Clause 38 (C*onsequences of Expiry or Termination*), perpetual, royalty-free, irrevocable, sub-licensable and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):

i. the Supplier Non-COTS Software for which the Supplier delivers a copy to the Authority for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function;

ii. the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to

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the exercise of the Authority's (or any other Central Government Body's) business or function;

(b) a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Authority and Supplier COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 1 to Schedule 6 (*Software)* and signed by or on behalf of the Parties on or before the Effective Date provided always that the Authority shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Clauses 18.8 and 18.8(b) in relation to the Supplier Non-COTS Background IPRs; and

(c) a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.

18.5 At any time during the Term or following termination or expiry of this Agreement, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under Clause 18.4(a)(i) or in respect of the Supplier Non-COTS Background IPRs under Clause 18.4(a)(ii) by giving 30 days' notice in writing (or such other period as agreed by the Parties) if the Authority or any person to whom the Authority grants a sub-licence pursuant to Clause 18.7 (Authority's right to sub- license) commits any material breach of the terms of Clause 18.4(a)(i) or 18.4(a)(ii) or 18.7(a)(ii) (as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

18.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Clause 17.4, the Authority shall:

(a) immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

(b) at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Authority's right to sub-license

18.7 Subject to Clause 18.17 (*Patents*) the Authority may sub-license:

(a) the rights granted under Clause 18.4 (*Supplier Software and Supplier Background IPRs*) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

i. the sub-licence is on terms no broader than those granted to the Authority;

ii. the sub-licence authorises the third party to use the rights licensed in Clause 18.4 (*Supplier Software and Supplier Background IPRs*) only for purposes relating to the Services (or substantially equivalent services) or for any

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purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and

iii. the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 2 to Schedule 6 (*Software*); and

(b) the rights granted under Clause 18.4 (*Supplier Software and Supplier Background IPRs*) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:

i. the sub-licence is on terms no broader than those granted to the Authority; and

ii. the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 6 (*Software*) duly executed by the Approved Sub-Licensee.

Authority's right to assign/novate licences

18.8 The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 18.4 (*Supplier Software and Supplier Background IPRs*) to:

(a) a Central Government Body; or

(b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

18.9 Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 18.4 (*Supplier Software and Supplier Background IPRs*). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licence granted in Clause 18.4 (*Supplier Software and Supplier Background IPRs*)

18.10 If a licence granted in Clause 18.4 (*Supplier Software and Supplier Background IPRs*) is novated under Clause 18.8 (*Authority's right to assign/novate licences*) or there is a change of the Authority's status pursuant to Clause18.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Authority.

Third Party Software and Third Party IPRs

18.11 The Supplier shall not use in the provision of the Services any Third Party Software or Third Party IPRs unless in each case it has:

(a) first procured that the owner or an authorised licensor of the relevant Third Party IPRs or Third Party Software (as the case may be) has granted a direct licence to the Authority on a royalty-free basis to the Authority and on terms no less favourable to the Authority than those set out in Clause 18.4 (*Supplier Software and Supplier Background IPRs*) and Clause 18.8 (*Authority's right to assign/novate licences*); or

(b) complied with the provisions of Clause18.12.

18.12 If the Supplier cannot obtain for the Authority a licence in respect of any Third Party Software and/or Third Party IPRs in accordance with the licence terms set out in Clause 18.11(a)1.1(a), the Supplier shall:

(a) notify the Authority 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 Supplier could seek to use; and

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(b) use the relevant Third Party Software and/or Third Party IPRs only if the Authority has first approved in writing the terms of the licence from the relevant third party.

18.13 The Supplier shall:

(a) notify the Authority in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and

(b) unless instructed otherwise in writing by the Authority in any case within 20 Working Days of notification pursuant to Clause 18.13(a), use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Authority on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

18.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Authority does not have a licence, then the Supplier must notify the Authority within 10 days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

Termination and Replacement Suppliers

18.15 For the avoidance of doubt, the termination or expiry of this Agreement shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Clause 18.

18.16 The Supplier shall, if requested by the Authority in accordance with Schedule 9.5 (*Exit Management*) and at the Supplier's cost:

(a) grant (or procure the grant) to any Replacement Supplier of:

i. a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Authority in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause 18.16 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 6 (*Software*) duly executed by the Replacement Supplier.

ii. a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

(b) use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

18.17 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the Replacement Supplier a non-exclusive,

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irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Agreement.

19 LICENCES GRANTED BY THE AUTHORITY

19.1 The Authority hereby grants to the Supplier a royalty-free, non-exclusive, non- transferable licence during the Term to use the Authority Software, the Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and the Authority Data solely to the extent necessary for performing the Services in accordance with this Agreement, including (but not limited to) the right to grant sub- licences to Sub-contractors provided that:

(a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 25 (*Confidentiality*); and
(b) the Supplier shall not, without the Authority's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.

19.2 In the event of the termination or expiry of this Agreement, the licence granted pursuant to Clause 19.1, and any sub-licence granted by the Supplier in accordance with Clause 19.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:

(a) immediately cease all use of the Authority Software, the Authority Background IPRs and the Authority Data (as the case may be);
(b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs and the Authority Data, provided that, if the Authority has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs and the Authority Data (as the case may be); and
(c) ensure, so far as reasonably practicable, that any Authority Software, Authority Background IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Authority Software, Authority Background IPRS and/or Authority Data.

20 IPRS INDEMNITY

20.1 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

20.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:

(a) procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
(b) replace or modify the relevant item with non-infringing substitutes provided that:
    i. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
    ii. the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
    iii. there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and
    iv. the terms and conditions of this Agreement shall apply to the replaced or modified Services.

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20.3 If the Supplier elects to procure a licence in accordance with Clause 18.20(a) or to modify or replace an item pursuant to Clause 18.12 but this has not avoided or resolved the IPRs Claim, then:

(a) the Authority may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
(b) without prejudice to the indemnity set out in Clause 20.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

21 OPEN SOURCE PUBLICATION

21.1 The Supplier agrees that the Authority may at its sole discretion publish as Open Source Software all or part of the Specially Written Software and any software element of the Project Specific IPRs after the Operational Services Commencement Date.

21.2 The Supplier hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:

(a) are suitable for release as Open Source and that any release will not allow a third party to use the Open Source software to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Authority System;
(b) shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs do not contain any Malicious Software;
(c) do not contain any material which would bring the Authority into disrepute upon publication as Open Source;
(d) do not contain any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs (**"Non-Party IPRs"**); and
(e) will be supplied in a format suitable for publication as Open source (**"the Open Source Publication Material"**) no later than the date reasonably required by the Authority.

21.3 The Supplier shall ensure that the Open Source Publication Material provided to the Authority does not include any Supplier Software or Supplier Background IPRs save that which the Supplier is willing to allow to be included in any Open Source publication. In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier Background IPRs will become Open Source and will be licensed and treated as such following publication by the Authority and any third party that uses the Open Source Publication Materials on the terms of the Open Source licence used by the Authority when publishing as Open Source.

21.4 The Supplier hereby indemnifies the Authority against all claims in which the Authority is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Specially Written Software and the Project Specific IPRs as Open Source under sub-clause 21.1.

22 CROWN COPYRIGHT

22.1 Without prejudice to Clauses 17 (*Intellectual Property Rights*), 18 (*Transfer and Licences granted by the Supplier*) and 19 (*Licences Granted by the Authority*), the Supplier acknowledges and agrees that the copyright in the Publications, including the copyright

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which subsists in the typographical arrangement of a published edition, is vested in the Crown, and hereby:

(a) assigns to the Authority, on behalf of the Crown, any Intellectual Property Rights the Supplier may have now, or in the future create;
   i. in the Publications (including without limitation any Intellectual Property Rights created in any information, Deliverables, Specially Written Software, Project-Specific IPRs or other materials developed by or on behalf of the Supplier which is/are used either exclusively or non-exclusively in the performance of the Services, or in any Authority Materials or other information provided to the Supplier from or on behalf of the Authority); and/or
   ii. in any Relevant Subscription and Standing Order Lists created by the Supplier in the performance of the Services;

(b) irrevocably grants for the legal term of copyright a non-exclusive, royalty free licence for the Authority after termination of this Agreement to use and to permit others to use any information or materials developed by or on behalf of the Supplier which is/are used non-exclusively in the performance of the Services for the sole purpose of publishing any Publications.

22.2 The Supplier:

(a) acknowledges and agrees that the Keeper of Public Records has the sole right and responsibility to enforce Crown Copyright in the Publications;
(b) undertakes to notify the Keeper of Public Records as soon as it becomes aware of any unauthorised use or infringement of any rights of whatever nature in the Publications or of any other Intellectual Property Rights in the Publications; and
(c) agrees that it will, at the cost and expense of the Supplier, take part in or give assistance in respect of any legal proceedings where requested by the Authority or the Keeper of Public Records and execute any documents and do any things reasonably necessary to protect the Crown Copyright or other Intellectual Property Rights in the Publications.

22.3 Subject to Clause 22.4 the Supplier has, for the Term, the non-exclusive right to print, publish and distribute the Publications and the Authority reserves all rights including without limitation:

(a) the right to publish itself in any Format the material comprised in the Publications;
(b) 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
(c) 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.

22.4 Notwithstanding Clause 22.3 and notwithstanding any amendments to the Guidance (but subject to Clause 34 (*Step-In Rights*)) during the Term no other person other than the Supplier will be licensed or otherwise afforded the right to print, publish and distribute (whether or not as a sub-contractor or on behalf of the Authority) the Publications in any Format as the Official Publisher.

23 SOFTWARE AND ESCROW

23.1 The Supplier shall deposit in escrow all updated bespoke code, scripts, schemas, ontologies and configurations including those for automated build and deployment of virtual infrastructure and configurations used or developed for the Services and provide a report from the Escrow agent to confirm that this has done.

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24 AUTHORITY DATA AND SECURITY REQUIREMENTS

24.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

24.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.

24.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified in Schedule 2 (*Service Requirements*).

24.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.

24.5 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties).

24.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Requirements.

24.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

(a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified inSchedule 9.6 (*Business Continuity and Disaster Recovery*) and the Supplier shall do so as soon as practicable but not later than 5 Working Days from the date of receipt of the Authority's notice; and/or

(b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

24.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

24.9 The Supplier shall comply with the requirements of Schedule 2.5 (*Security Management*).

24.10 The Authority shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.

24.11 If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.

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24.12 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause 24.11 the Supplier shall continue to perform the Services in accordance with its existing obligations.

Malicious Software

24.13 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in the IT Environment (or as otherwise agreed by the Parties).

24.14 Notwithstanding Clause 24.13, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

24.15 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 24.14 shall be borne by the Parties as follows:

(a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Authority has waived the obligation set out in Clause 24.13) or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and

(b) otherwise by the Authority.

25 CONFIDENTIALITY

25.1 For the purposes of this Clause 25, the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.

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

(a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

(b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;

(c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and

(d) 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 shall be entitled to disclose the Confidential Information of the Disclosing Party where:

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(a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 26 (*Transparency and Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
(b) the need for such disclosure arises out of or in connection with:
i. any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Agreement;
ii. the examination and certification of the Authority'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 Authority is making use of any Services provided under this Agreement; or
iii. the conduct of a Central Government 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 shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

25.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

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

25.6 Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 25.5, it shall 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.

25.7 The Authority may disclose the Confidential Information of the Supplier:

(a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
(b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
(c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
(d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 25.7(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 34 (*Step-In Rights*), its rights to appoint a Remedial Adviser pursuant to Clause 33 (*Remedial Adviser*) and Exit Management rights; or

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(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,

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

25.8 Nothing in this Clause 25 shall prevent a Recipient 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 Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

26 TRANSPARENCY AND FREEDOM OF INFORMATION

26.1 The Parties acknowledge that

(a) the Transparency Reports; and

(b) the content of this Agreement, including any changes to this Agreement agreed from time to time, except for:

i. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and

ii. Commercially Sensitive Information;

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

26.2 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

26.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 9.4 (*Records Provisions*).

26.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority 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 Authority 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 Supplier.

26.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

26.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 25.7(c)) and Open Book Data)

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publish such Information. The Supplier shall provide to the Authority within 5 working days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.

26.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA, the EIRs and the RPSIR. The Supplier shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA, EIRs and RPSIR;
(b) transfer to the Authority 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 the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
(d) not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

26.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier 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 Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

27 DATA PROTECTION

27.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 11 by the Customer and may not be determined by the Contractor.

27.2 The Supplier shall notify the Authority immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

27.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

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

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

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(a) process that Personal Data only in accordance with Schedule 11, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority 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 Authority 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 Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 11);
  ii. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
    A. are aware of and comply with the Supplier's duties under this clause;
    B. are subject to appropriate confidentiality undertakings with the Supplier 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 Authority 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 Authority has been obtained and the following conditions are fulfilled:
  i. the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
  ii. the Data Subject has enforceable rights and effective legal remedies;
  iii. the Supplier 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 Authority in meeting its obligations); and
  iv. the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
(e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

27.5 Subject to Clause 27.6, the Supplier shall notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);
(b) receives a request to rectify, block or erase any Personal Data;
(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this 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.

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27.6 The Supplier's obligation to notify under Clause 27.5 shall include the provision of further information to the Authority in phases, as details become available.

27.7 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under this Clause 27 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

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

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

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

27.9 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.

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

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

(a) notify the Authority in writing of the intended Sub-processor and processing;
(b) obtain the written consent of the Authority;
(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 27 such that they apply to the Sub-processor; and
(d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

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

27.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

27.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to

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the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

28 PUBLICITY AND BRANDING

28.1 The Supplier shall not:

(a) make any press announcements or publicise this Agreement or its contents in any way; or
(b) use the Authority's name or brand in any promotion or marketing or announcement of orders;
(c) without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

28.2 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 the Services, the Supplier System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

SECTION G – LIABILITY, INDEMNITIES AND INSURANCE

29 LIMITATIONS ON LIABILITY

Unlimited liability

29.1 Neither Party limits its liability for:

(a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
(b) fraud or fraudulent misrepresentation by it or its employees;
(c) breach of any obligation as to title implied by section 2 of the Supply of Goods and Services Act 1982; or
(d) any liability to the extent it cannot be limited or excluded by Law.

29.2 The Supplier's liability in respect of the indemnities in Clause 10.5 (*VAT*), Clause 14.7 (*Employment Indemnity*), Clause 14.8 (*Income Tax and National Insurance Contributions*), Clause 20 (*IPRs Indemnity*), Schedule 10.1 (*Staff Transfer*) and the Annexes to Schedule 10.1 (*Staff Transfer*) shall be unlimited.

29.3 The Authority's liability in respect of the indemnities in Clause 14.7 (*Employment Indemnity*), Schedule 10.1 (*Staff Transfer*) and the Annexes to Schedule 10.1 (*Staff Transfer*) shall be unlimited.

Financial and other limits

29.4 Subject to Clauses 29.1 and 29.2 (*Unlimited Liability*) and Clauses 29.8 and 29.9 (*Consequential losses*):

(a) the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed Text Redacted;
(b) the Supplier's aggregate liability in respect of all:
    i. Service Credits; and
    ii. Compensation for Unacceptable KPI Failure;

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incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and

(c) the Supplier's aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Agreement as a result of Defaults by the Supplier shall in no event exceed:
   i. in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges;
   ii. in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under this Agreement in the Contract Year immediately preceding the occurrence of the Default; and
   iii. in relation to Defaults occurring after the end of the Term, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

(d) provided that where any Losses referred to in Clause 29.4(c) have been incurred by the Authority as a result of the Supplier's abandonment of this Agreement or the Supplier's wilful default, wilful breach of a fundamental term of this Agreement or wilful repudiatory breach of this Agreement, the references in such Clause to 150% shall be deemed to be references to 200%.

(e) Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 29.4(c).

(f) Clause 29.4 shall not limit the Authority's right to recover from the Contractor any outstanding and unpaid Royalty Payments which have been accrued in accordance with the Contract. For the avoidance of doubt, the recovery from the Contractor of any outstanding and unpaid Royalty Payments will not be taken into account when calculating whether the aggregate liability limit under Clause 29.5 has been reached.

(g) Subject to Clauses 29.1 and 29.3 (*Unlimited Liability*) and Clause 29.8 (*Consequential Losses*) and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment:

(h) the Authority's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of early termination of this Agreement by the Authority pursuant to Clause 37.1(a) (*Termination by the Authority*) shall in no event exceed the following amounts:
   i. in relation to the Unrecovered Payment, the amount set out in Paragraph 4 of Schedule 8.2 (*Payments on Termination*);
   ii. in relation to the Breakage Costs Payment, the amount set out in Paragraph 3.2 of Schedule 8.2 (*Payments on Termination*); and
   iii. in relation to the Compensation Payment, the amount set out in Paragraph 6 of Schedule 8.2 (*Payments on Termination*); and

(i) the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of Defaults of the Authority shall in no event exceed:
   i. in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
   ii. in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Agreement in the Contract Year immediately preceding the occurrence of the Default; and

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iii. in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.

Consequential Losses

29.5 Subject to Clauses 29.1, 29.2 and 29.3 (*Unlimited Liability*) and Clause 31.8, neither Party shall be liable to the other Party for:

(a) any indirect, special or consequential Loss; or
(b) any loss of profits (which does not include the Royalty Payment), turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

29.6 Notwithstanding Clause 29.8 but subject to Clause 29.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

(a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
(b) any wasted expenditure or charges;
(c) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;
(d) any compensation or interest paid to a third party by the Authority;
(e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
(f) any anticipated savings identified in Schedule 8.5 (*Anticipated Savings)*.

Conduct of indemnity claims

29.7 Where under this Agreement one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 9.7 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

29.8 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

30 INSURANCE

30.1 The Supplier shall comply with the provisions of Schedule 2.6 (*Insurance Requirements*) in relation to obtaining and maintaining insurance.

SECTION H – REMEDIES AND RELIEF

31 RECTIFICATION PLAN PROCESS

31.1 In the event that:

(a) there is, or is reasonably likely to be, a Delay;
(b) in any Service Period there has been:
(c) a Material KPI Failure; and/or

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(d) a Material PI Failure; and/or

(e) the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a "**Notifiable Default**"), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Notification

31.2 If:

(a) the Supplier notifies the Authority pursuant to Clause 31.1 that a Notifiable Default has occurred; or

(b) the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

(c) then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

31.3 The **"Rectification Plan Process"** shall be as set out in Clauses 31.4 (*Submission of the draft Rectification Plan*) to 31.9 (*Agreement of the Rectification Plan*).

Submission of the draft Rectification Plan

31.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause

31.5 31.2 (*Notification*). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

31.6 The draft Rectification Plan shall set out:

(a) full details of the Notifiable Default that has occurred, including a root cause analysis;

(b) the actual or anticipated effect of the Notifiable Default; and

(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

31.7 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Paragraph 6 of Schedule 9.3 (*Dispute Resolution Procedure*).

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Agreement of the Rectification Plan

31.8 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

(a) is insufficiently detailed to be capable of proper evaluation;
(b) will take too long to complete;
(c) will not prevent reoccurrence of the Notifiable Default; and/or
(d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

31.9 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

31.10 If the Authority consents to the Rectification Plan:

(a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
(b) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Event.

32 DELAY PAYMENTS

1.1. If a Key Milestone has not been Achieved by its relevant Milestone Date, the provisions of Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) shall apply in relation to the payment of Delay Payments.

1.2. Delay Payments shall be the Authority's exclusive financial remedy for the Supplier's failure to Achieve a Key Milestone by its Milestone Date except where:

(a) the Authority is entitled to or does terminate this Agreement pursuant to Clause 37.1(b) (*Termination by the Authority*); or
(b) the Delay exceeds the Delay Deduction Period.

33 REMEDIAL ADVISER

33.1 If:

(a) any of the Intervention Trigger Events occur; or
(b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an "**Intervention Cause**"), the Authority may give notice to the Supplier (an **"Intervention Notice"**) giving reasonable details of the Intervention Cause and requiring:

i. a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or
ii. the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause 33.

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For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause 33.1 prior to or instead of exercising its right to terminate this Agreement.

33.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

(a) the Remedial Adviser shall be:
  i. a person selected by the Supplier and approved by the Authority; or
  ii. if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;
(b) the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and
(c) any right of the Authority to terminate this Agreement pursuant to Clause
(d) (b) (*Termination by the Authority*) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the **"Intervention Period"**).

33.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier's responsibilities under this Agreement), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

(a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;
(b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;
(c) write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;
(d) make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or
(e) take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

33.4 The Supplier shall:

(a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
(b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;
(c) submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
(d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
(e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

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33.5 The Supplier shall be responsible for:

(a) the costs of appointing, and the fees charged by, the Remedial Adviser; and
(b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause 33.

33.6 If:

(a) the Supplier:
  i. fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
  ii. is in Default of any of its obligations under Clause 33.4; and/or
(b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a "**Remedial Adviser Failure"**), the Authority shall be entitled to terminate this Agreement pursuant to Clause 37.1(b) (*Termination by the Authority*).

34 STEP-IN RIGHTS

34.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a **"Step-In Notice"**) that it will be taking action under this Clause 34 (*Step- in Rights*), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 25 (*Confidentiality*)). The Step-In Notice shall set out the following:

(a) the action the Authority wishes to take and in particular the Services that it wishes to control (the **"Required Action"**);
(b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;
(c) the date on which it wishes to commence the Required Action;
(d) the time period which it believes will be necessary for the Required Action;
(e) whether the Authority will require access to the Supplier's premises and/or the Sites; and
(f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

34.2 Following service of a Step-In Notice, the Authority shall:

(a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
(b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;
(c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and
(d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause 34.

34.3 For so long as and to the extent that the Required Action is continuing, then:

(a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;

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(b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 34.4 shall apply to Deductions from Charges in respect of other Services; and
(c) the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.

34.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

(a) the degradation of any Services not subject to the Required Action; or
(b) the non-Achievement of a Milestone,

beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

34.5 Before ceasing to exercise its step in rights under this Clause 34 the Authority shall deliver a written notice to the Supplier (a **"Step-Out Notice"**), specifying:

(a) the Required Action it has actually taken; and
(b) the date on which the Authority plans to end the Required Action (the **"Step-Out Date"**) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 34.6.

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

34.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

34.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause 34, provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

(a) limbs (b), (d) or (g) of the definition of a Step-In Trigger Event; or
(b) limbs (c), (e), (f) and of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Default).

35 AUTHORITY CAUSE

35.1 Notwithstanding any other provision of this Agreement, if the Supplier has failed to:

(a) Achieve a Milestone by its Milestone Date;
(b) provide the Operational Services in accordance with the Target Performance Levels; and/or
(c) comply with its obligations under this Agreement, (each a **"Supplier Non-Performance"**),

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and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 35):

i. the Supplier shall not be treated as being in breach of this Agreement to the extent the Supplier can demonstrate that the Supplier Non- Performance was caused by the Authority Cause;
ii. the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:
    A. to terminate this Agreement pursuant to Clause (b) (*Termination by the Authority*); or
    B. to take action pursuant to Clause 33 (*Remedial Adviser*) or clause 34 (*Step-In Rights*);
iii. where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
    A. the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Authority Cause;
    B. if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;
    C. if the Milestone is a Key Milestone, the Supplier shall have no liability to pay any Delay Payments associated with the Key Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Authority Cause; and
    D. the Supplier shall be entitled to claim compensation subject to and in accordance with the principles set out in Paragraph 2 of Part C of Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*); and/or
iv. where the Supplier Non-Performance constitutes a Performance Failure:
    A. the Supplier shall not be liable to accrue Service Credits;
    B. the Authority shall not be entitled to withhold any of the Service Charges pursuant to Clause 7.2(d)(ii) (*Performance Failures*);
    C. the Authority shall not be entitled to withhold and retain any Compensation for Unacceptable KPI Failure pursuant to Clause 7.4(a) (*Unacceptable KPI Failure*); and
    D. the Supplier shall be entitled to invoice for the Service Charges for the relevant Operational Services affected by the Authority Cause,

(d) in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused by the Authority Cause.

35.2 In order to claim any of the rights and/or relief referred to in Clause 35.1, the Supplier shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a **"Relief Notice"**) setting out details of:

(a) the Supplier Non-Performance;
(b) the Authority Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Agreement;
(c) any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and

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(d) the relief and/or compensation claimed by the Supplier.

35.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.

35.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

35.5 Without prejudice to Clause 5.9 (*Continuing obligation to provide the Services*), if a Dispute arises as to:

(a) whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or

(b) the nature and/or extent of the relief and/or compensation claimed by the Supplier, either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

35.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 35 shall be implemented in accordance with the Change Control Procedure.

36 FORCE MAJEURE

36.1 Subject to the remaining provisions of this Clause 36 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 9.6 (*Business Continuity and Disaster Recovery*)), a Party may claim relief under this Clause 36 from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

36.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

36.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 36 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services including the BCDR Services, but the Supplier has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement.

36.4 Subject to Clause 36.6, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

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36.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

36.6 Where, as a result of a Force Majeure Event:

(a) An Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:
  i. the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to Clause 37 (*Termination by the Authority*) or Clause 37.3 (*Termination by the Supplier*); and
  ii. neither Party shall be liable for any Default arising as a result of such failure;

(b) the Supplier fails to perform its obligations in accordance with this Agreement:
  i. the Authority shall not be entitled:
    A. during the continuance of the Force Majeure Event to exercise its rights under Clause 33 (*Remedial Adviser*) and/or Clause 34 (*Step-in Rights*) as a result of such failure;
    B. to receive Delay Payments pursuant to Clause 32 (*Delay Payments*) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
    C. to receive Service Credits, to withhold any of the Service Charges pursuant to Clause i above (*Performance Failures*) or withhold and retain any of the Service Charges as compensation pursuant to Clause 7.4 (*Unacceptable KPI Failure*) to the extent that a Performance Failure has been caused by the Force Majeure Event; and
  ii. the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

36.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

36.8 Relief from liability for the Affected Party under this Clause 36 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 36.2.

SECTION I – Termination and Exit Management

37 TERMINATION RIGHTS

Termination by the Authority

37.1 The Authority may terminate this Agreement by issuing a Termination Notice to the Supplier:

(a) for convenience at any time, including where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
(b) if a Supplier Termination Event occurs;

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(c) if a Force Majeure Event endures for a continuous period of more than 90 days; or
(d) if the Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,
(e) and this Agreement shall terminate on the date specified in the Termination Notice.

37.2 Where the Authority:

(a) is terminating this Agreement under Clause (b) due to the occurrence of either limb (b) and/or (g) of the definition of Supplier 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 37.3(b) or Clause 37.1(c), 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 the Services which are materially affected by the relevant circumstances. Termination by the Supplier

37.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate:

(a) this Agreement if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds Text Redacted and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier; or
(b) any Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than 90 days,
(c) and this Agreement or the relevant Services (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less Model Services Agreement v1.03 63 than 20 Working Days from the date of the issue of the Termination Notice). If the operation of Clause 37.3(b) would result in a Partial Termination, the provisions of Clause If the Supplier notifies the Authority pursuant to Clause 37.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate: (Termination by the Supplier) that it intends to terminate this Agreement in part and the Authority, acting reasonably, believes that the effect of such Partial
Termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Agreement by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 33.4, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority. (Partial Termination) shall apply.

Partial Termination

37.4 If the Supplier notifies the Authority pursuant to Clause 37.3The Supplier may, by issuing a Termination Notice to the Authority, terminate: (Termination by the Supplier) that it intends to terminate this Agreement in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Agreement by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 33.4, in assessing the significance of any part of the Authority Requirements,

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regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.

37.5 The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Charges, provided that:

(a) the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;
(b) any adjustment to the Charges (if any) shall be calculated in accordance with the Financial Model and must be reasonable; and
(c) the Supplier shall not be entitled to reject the Change.

38 CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

38.1 The provisions of Clauses 5.8 (*Specially Written Software warranty*), 10.4 and 10.5 (*VAT*), 10.6 and 10.7 (*Set-off and Withholding*) , 12 (*Records, Reports, Audits and Open Book Data*), 14.7 (*Employment Indemnity*), 14.8 (*Income Tax and National Insurance Contributions*), 17 (*Intellectual Property Rights*), 25 (*Confidentiality*), 26 (*Transparency and Freedom of Information*), 27 (*Data Protection*), 29 (*Limitations on Liability*), 38 (*Consequences of Expiry or Termination*), 44 (*Severance*), 46 (*Entire Agreement*), 47 (*Third Party Rights*), 49 (*Disputes*) and 50 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), 8.1 (*Royalties, Charges and Invoicing*), 8.2 (*Payments on Termination*); 8.3 (*Financial Distress*), 9.3 (*Dispute Resolution Procedure*), 9.4 (*Reports and Records Provisions*), 9.5 (*Exit Management*), and 10.1 (*Staff Transfer*), shall survive the termination or expiry of this Agreement.

Exit Management

38.2 The Parties shall comply with the provisions of Schedule 9.5 (*Exit Management*) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

Payments by the Authority

38.3 If this Agreement is terminated by the Authority pursuant to Clause 37.1(a) (*Termination by the Authority*) the Authority shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Agreement):

(a) the Termination Payment; and
(b) the Compensation Payment, if either of the following periods is less than 365 days:
    i. the period from (but excluding) the date that the Termination Notice is given or where Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) by the Authority pursuant to Clause 37.1(a) (*Termination by the Authority*)) to (and including) the Termination Date;

38.4 If this Agreement is terminated (in part or in whole) by the Authority pursuant to Clauses 37.1(b), 37.1(c) and/or 37.2 (*Termination by the Authority*), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

(a) payments in respect of any Assets or apportionments in accordance with Schedule 9.5 (*Exit Management*); and

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(b) payments in respect of unpaid Charges for Services received up until the Termination Date.

(c) The costs of the termination incurred by the Parties shall lie where they fall if:

i. Either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event or

ii. The Authority terminates this agreement under Clause 37.1(c).

Payments by the Supplier

38.5 In the event of termination or expiry of this Agreement, the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

38.6 In the event of termination or expiry of this Agreement, the Supplier shall immediately pay any outstanding unpaid Royalty Payments and interest due to the Authority. On receipt of the confirmation of the outstanding Royalty Payments provided by the Contractor to the Authority, for the current contract up to the Expiry Date, the Grantor shall submit invoices for such Royalty Payments, for which no invoice has been submitted, and the Contractor shall pay these invoices immediately on receipt.

38.7 If this Agreement is terminated (in whole or in part) by the Authority pursuant to Clause (b) (*Termination by the Authority*) prior to Achievement of one or more CPP Milestones, the Authority may at any time on or within 12 months of the issue of the relevant Termination Notice by issue to the Supplier of written notice (**a "Milestone Adjustment Payment Notice"**) require the Supplier to repay to the Authority an amount equal to the aggregate Milestone Adjustment Payment Amounts in respect of each CPP Milestone to which the Milestone Adjustment Payment Notice relates.

38.8 A Milestone Adjustment Payment Notice shall specify:

(a) each CPP Milestone to which it relates;

(b) in relation to each such CPP Milestone, each Deliverable relating to that CPP Milestone that the Authority wishes to retain, if any (each such Deliverable being a **"Retained Deliverable"**); and

(c) those Retained Deliverables, if any, the Allowable Price for which the Authority considers should be subject to deduction of an adjusting payment on the grounds that they do not or will not perform in all material respects in accordance with their specification (such adjusting payment being an **"Allowable Price Adjustment"**), and may form part of a Termination Notice.

38.9 The Supplier shall within 10 Working Days of receipt of a Milestone Adjustment Payment Notice, in each case as applicable:

(a) notify the Authority whether it agrees that the Retained Deliverables which the Authority considers should be subject to an Allowable Price Adjustment as specified in the relevant Milestone Adjustment Payment Notice should be so subject; and

(b) in relation to each such Retained Deliverable that the Supplier agrees should be subject to an Allowable Price Adjustment, notify the Authority of the Supplier's proposed amount of the Allowable Price Adjustment and the basis for its approval;

(c) provide the Authority with its calculation of the Milestone Adjustment Payment Amount in respect of each CPP Milestone the subject of the relevant Milestone Adjustment Payment Notice including details of all relevant Milestone Payments;

(d) provide the Authority with such supporting information as the Authority may require.

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38.10 If the Parties do not agree the calculation of a Milestone Adjustment Payment Amount within 20 Working Days of the Supplier's receipt of the relevant Milestone Adjustment Payment Notice, either Party may refer the Dispute to the Dispute Resolution Procedure.

38.11 If the Authority issues a Milestone Adjustment Payment Notice pursuant to Clause 38.9:

(a) the Authority shall:

i. securely destroy or return to the Supplier all Non-retained Deliverables that are in tangible form; and

ii. ensure that all Non-retained Deliverables that are held in electronic, digital or other machine-readable form cease to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such all Non-retained Deliverables,

in each case as soon as reasonably practicable after repayment of the aggregate Milestone Adjustment Payment Amounts repayable pursuant to that Milestone Adjustment Payment Notice; and

(b) all licences granted pursuant to Clause 18 (*Transfers and Licences granted by the Supplier*) in respect of Specially Written Software and Project Specific IPRs and any Supplier Software and/or Supplier Background IPRs shall terminate upon such repayment to the extent that they relate to the Non-retained Deliverables.

SECTION J – Miscellaneous and Governing Law

39 COMPLIANCE

Health and Safety

39.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

(a) all applicable Law regarding health and safety; and
(b) the Health and Safety Policy whilst at the Authority Premises.

39.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Equality and Diversity

39.3 The Supplier shall:

(a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

i. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

ii. the Authority's equality and diversity policy as provided to the Supplier from time to time; and

iii. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

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(b) take all necessary steps, and inform the Authority 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).

Official Secrets Act and Finance Act

39.4 The Supplier shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989;
(b) section 182 of the Finance Act 1989; and
(c) such equivalent legislation in Wales, Scotland and Northern Ireland.

40 ASSIGNMENT AND NOVATION

40.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

40.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

(a) any Central Government Body; or
(b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 40.2.

40.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not (subject to Clause 40.4) affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

40.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Agreement to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority (any such body a **"Successor Body"**), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (i) of the definition of Supplier Termination Event (as if references in that limb (i) to the Supplier and the Guarantor and references to a Party in the definition of Insolvency Event were references to the Successor Body).

41 WAIVER AND CUMULATIVE REMEDIES

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

41.2 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.

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42 RELATIONSHIP OF THE PARTIES

42.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

43 PREVENTION OF FRAUD AND BRIBERY

43.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective Date:

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

43.2 The Supplier shall 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 Authority or any of the Authority'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.

43.3 The Supplier shall 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 43.3(a) and make such records available to the Authority on request.

43.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 43.1 and/or 43.2, or has reason to believe that it has or any of the Supplier Personnel have:

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

43.5 If the Supplier makes a notification to the Authority pursuant to Clause 43.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other

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relevant documentation in accordance with Clause 12 (*Records, Reports, Audits and Open Book Data*).

43.6 If the Supplier is in Default under Clauses 43.1 and/or 43.2, the Authority may by notice:

(a) require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Default; or
(b) immediately terminate this Agreement.

43.7 Any notice served by the Authority under Clause 43.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Agreement shall terminate).

44 SEVERANCE

44.1 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) shall 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 shall not be affected.

44.2 In the event that any deemed deletion under Clause 44.1 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.

44.3 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 44.2, the matter shall be dealt with in accordance with Paragraph 4 (*Commercial Negotiation*) of Schedule 9.3 (*Dispute Resolution Procedure*) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 44.3.

45 FURTHER ASSURANCES

45.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

46 ENTIRE AGREEMENT

46.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

46.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

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46.3 Nothing in this Clause 46 shall exclude any liability in respect of misrepresentations made fraudulently.

47 THIRD PARTY RIGHTS

47.1 The provisions of Clause 20 (*IPRs Indemnity*), Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part D of Schedule 10.1 (*Staff Transfer*) and the provisions of Paragraph 6.9 of Schedule 9.5 (*Exit Management*) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

47.2 Subject to Clause 47.1, a person who is not a Party to this Agreement has no right under the CRTPA to enforce any term 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.

47.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

47.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 47.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

48 NOTICES

48.1 Any notices sent under this Agreement must be in writing.

48.2 Subject to Clause 48.4, 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	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

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

	Supplier	Authority
Contact		
Address		
Email		

48.4 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 48.2:

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

48.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 48.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 48.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

48.6 This Clause 48 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 9.3 (*Dispute Resolution Procedure*)).

49 DISPUTES

49.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

49.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

50 GOVERNING LAW AND JURISDICTION

50.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

50.2 Subject to Clause 49 (*Disputes*) and Schedule 9.3 (*Dispute Resolution Procedure*) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

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IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

EXECUTED AS A DEED, but not delivered until the date specified on this deed, by **THE STATIONERY OFFICE** by a director in the presence of a witness:)

Signature:

Name (block capitals):

Director

Witness signature:

Witness name (block capitals):

Witness address:

SIGNED for and on behalf of **THE NATIONAL ARCHIVES**

Signature:

Name (block capitals):

Position:

Date:

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SCHEDULE 1: DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

"Achieve"	(a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone, and **"Achieved"** and **"Achievement"** shall be construed accordingly;
"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Allowable Assumptions"	the assumptions set out in Schedule 8.1 (*Royalties,Payments, Charges and Invoicing*);
"Agreement"	means this contract between the Authority and the Supplier;
"Annual Contract Report"	has the meaning given in Schedule 8.4 (*Financial Reports and Audit Rights*);
"Annex"	shall be deemed to refer to the relevant annex (as may be named with the convention of 'Annex A', 'Annex B' etc, as contained within the particular Schedule wherein the reference is made;
"Anticipated Contract Life Profit Margin"	has the meaning given in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"Application Support Helpdesk"	shall be as defined in Paragraph 5.4 of Schedule 2.1.1;
"Application Support Helpdesk Hours"	shall be 9:00 to 17:30 Monday to Friday GMT/BST, excluding public holidays;
"Approval"	means the written consent of the Authority;

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"Approved Sub-Licensee"	any of the following: (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 carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
"Assets"	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
"Audit"	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (*Records, Reports, Audits and Open Book Data*) and Schedule 8.4 (*Financial Reports and Audit Rights)*;
"Audit Agents"	(a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Audit Rights"	the audit and access rights referred to in Schedule 8.4 (*Financial Reports and Audit Rights*);
"Authority Assets"	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
"Authority Background IPRs"	(a) IPRs owned by the Authority before the Effective (b) Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures; (c) IPRs created by the Authority independently of this Agreement; and/or (d) Crown Copyright which is not available to the Supplier otherwise than under this Agreement; (e) but excluding IPRs owned by the Authority subsisting in the Authority Software;

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"Authority Cause"	any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
"Authority Data"	(a) the data, text, drawings, diagrams, images or (b) 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: i. supplied to the Supplier by or on behalf of the Authority; and/or ii. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (c) any Personal Data for which the Authority is the Data Controller;
"Authority IT and Digital Strategies"	the Authority's IT and Digital policies in force as at the Effective Date;
"Authority Materials"	the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which: (a) are owned or used by or on behalf of the Authority; 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, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software
"Authority Premises"	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
"Authority Representative"	the representative appointed by the Authority pursuant to Clauses 11.2 to 11.4 (*Representatives*);

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"Authority Requirements"	the requirements of the Authority set out in Schedules 2 (*Services Requirements*), 3 (*Business Development*), 7 (*Implementation Plan*), 9.4 (*Records Provisions*), (*Exit Management*) and 9.6 (*Business Continuity and Disaster Recovery)*;
"Authority Responsibilities"	the responsibilities of the Authority specified in Schedule 4 (*Authority Responsibilities*);
"Authority Software"	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
"Authority System"	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
"Authority to Proceed" or "ATP"	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
"Balanced Scorecard Report"	has the meaning given in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Baseline Security Requirements"	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.5 (*Security Management*), as updated from time to time by the Authority and notified to the Supplier;
"BCDR Plan"	any plan prepared pursuant to Paragraph 2 of Schedule 9.6 (*Business Continuity and Disaster Recovery)*, as may be amended from time to time;
"BCDR Services"	the business continuity and disaster recovery services set out in Schedule 9.6 (*Business Continuity and Disaster Recovery)*;

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"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Certificate of Costs"	has the meaning given in Schedule 8.1(*Royalties, Payments, Charges and Invoicing*);
"Change"	any change to this Agreement;
"Change Authorisation Note"	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 1 of Schedule 9.2 (*Change Control Procedure*);
"Change Control Procedure"	the procedure for changing this Agreement set out in Schedule 9.2 (*Change Control Procedure*);
"Change in Law"	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change Request"	a written request for a Contract Change as specified in Schedule 9.2 (*Change Control Procedure);*
"Charges"	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing)*, including any Milestone Payment or Service Charge;
"Clause"	unless specifically stated otherwise, shall mean a clause, paragraph or section (and, where applicable, its sub- clauses, paragraphs or sections) within the Agreement, being the terms and conditions section of the Agreement signed by the Parties. For the avoidance of doubt see the definition "Paragraph";
"Commercially Sensitive Information"	the information listed in Schedule 5.1 (*Commercially Sensitive Information*) or notified to the Authority in writing (prior to the commencement of this contract, which has been clearly marked as Commercially Sensitive Information, comprised of information: (a) which is provided to the Supplier to the Authority in confidence for the period set out in that Schedule; and/or (b) that constitutes a trade secret.

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"Comparable Supply"	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
"Compensation for Unacceptable KPI Failure"	has the meaning given in Clause 7.4 (*Unacceptable KPI Failure*);
"Condition Precedent"	has the meaning given in Clause 4.2 (*Condition Precedent*);
"Confidential Information"	any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Laws. Confidential Information will not include information which: (a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 25 (*Confidentiality*)); (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; or (d) is independently developed without access to the Confidential Information.
"Contract Change"	any change to this Agreement other than an Operational Change;
"Contract Inception Report"	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under this Agreement, as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) for the full and proper performance by the Supplier of its obligations under this Agreement;
"Contract Standard"	means those standards which the Supplier shall meet in the performance of any of the Services as more particularly set out in Schedule 2 (*Service Requirements*) and; Schedule 3 (*Business Development*);

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"Contract Year"	(a) a period of 12 calendar months commencing on 1 August 2018; or (b) thereafter a period of 12 calendar months commencing on each anniversary of 1 August 2018; provided that the final Contract Year shall end on the expiry or termination of the Term;
"Control"	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls"** and "**Controlled"** shall be interpreted accordingly;
"Controller"	takes the meaning given in the GDPR;
"Costs"	has the meaning given in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"CPP Milestone"	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 7.2 (*Testing Procedures*);
"Critical Performance Failure"	means the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown Copyright"	means Crown copyright as defined in Section 163 of the Copyright Designs and Patents Act 1988;
"CRTPA"	the Contracts (Rights of Third Parties) Act 1999;
"DPA 2018"	Data Protection Act 2018
"Data"	means any asset, Document (in whatever format and whether in machine readable or eye-readable form), process or information provided by the Authority or any other Crown body to the Supplier in accordance or pursuant to this Agreement;
"Data Controller"	has the meaning given in the Data Protection Laws;

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"Data Loss Event"	any event that results, or may result in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Subject"	takes the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;
"Default"	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, 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;

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"Defect"	(a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Delay Payments"	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"Deliverable"	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
"Detailed Implementation Plan"	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 7 (*Implementation Plan*);
"Disclosing Party"	has the meaning given in Clause 25 (*Confidentiality*);
"Disclosing Party Group"	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;

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"Dispute"	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;
"Dispute Notice"	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Schedule 9.3 (*Dispute Resolution Procedure*);
"Documents"	means any and all works, including legislation and legislative products which the Authority requires to be published;
"Documentation"	descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), 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: (a) is required to be supplied by the Supplier to the Authority under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;

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"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
"Effective Date"	the later of: (a) the date on which this Agreement is signed by both Parties; and (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (*Condition Precedent*);
"EIRs"	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where: (c) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (d) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

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"Employee Liabilities"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"End User"	any person authorised by the Authority to use the Services;
"Equipment"	means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Agreement.];
"Estimated Year 1 Charges"	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;

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"Estimated Initial Service Charges"	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
"Euro Compliant"	means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority's business; (ii) all currency- reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data): (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
"Exit Management"	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 9.5 (*Exit Management*);
"Exit Plan"	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 9.5 (*Exit Management*);

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"Expedited Dispute Timetable"	the reduced timetable for the resolution of Disputes set out in Schedule 9.3 (*Dispute Resolution Procedure*);
"Expert"	has the meaning given in Schedule 9.3 (*Dispute Resolution Procedure*);
"Expert Determination"	the process described in Schedule 9.3 (*Dispute Resolution Procedure*);
"Extension Period"	a period of 1 + 1 years from the end of the Initial Term;
"Financial Distress Event"	the occurrence of one or more of the events listed in Schedule 8.3 (*Financial Distress*);
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
"Financial Model"	has the meaning given in Schedule 8.4 (*Financial Reports and Audit Rights)*;
"Financial Reports"	has the meaning given in Schedule 8.4 (*Financial Reports and Audit Rights)*;
"Financial Transparency Objectives"	has the meaning given in Schedule 8.4 (*Financial Reports and Audit Rights)*;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

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"Format"	means any recognisably separate format for the Publications e.g. whether hardback or loose-leaf book, video, postcard, poster, slide, microfiche or electronic format but so that: (a) different presentations of a book format (e.g. whether paperback, hardback, loose leaf or in different sizes); and (b) different electronic formats, will be regarded as separate formats;
"Former Supplier"	has the meaning given in Schedule 10 (*Employment*);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
"Guidance"	means the guidance issued by the Authority relating to the reproduction of United Kingdom, England, Wales and Northern Ireland Primary and Secondary Legislation dated 27 October 1999 (revised 9 May 2005 and from time to time);
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Safety Policy"	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
"HMRC"	HM Revenue & Customs;

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"Impact Assessment"	has the meaning given in Schedule 9.2 (*Change Control Procedure);*
"Implementation Period"	means 1 April 2019 to 30 September 2019;
"Implementation Plan"	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Schedule 7 (*Implementation Plan*)) the Detailed Implementation Plan as updated in accordance with Schedule 7 (*Implementation Plan*) from time to time;
"Implementation Services"	the implementation services described as such in the Services Description;
"Implementation Services Commencement Date"	the date on which the Supplier is to commence provision of the first of the Services, being 1 August 2018;
"Indemnified Person"	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
"Individual Title Requirements"	means those requirements identified as such in Schedule 2 (*Services Requirements*);
"Information"	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Initial Term"	the period of 3 years from and including 1 August 2018;

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"Insolvency Event"

(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
   i. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
   ii. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

(b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

(c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

(d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;

(e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where the other Party is a company, a LLP or a partnership:
   i. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
   ii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;

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iii. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or

iv. (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Intellectual Property Rights" or **"IPRs"**

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Intervention Cause"

has the meaning given in Clause 33 (*Remedial Adviser*); **"Intervention Notice"**

"Intervention Trigger Event"

(a) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

(b) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or

(c) the Supplier not Achieving a Key Milestone within 75 days of its relevant Milestone Date;

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"IPRs Claim"	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
"IT"	information and communications technology;
"IT Environment"	the Authority System and the Supplier System;
"Keeper of Public Records"	means the Chief Executive of The National Archives, who is responsible for coordinating and supervising the selection and transfer of records to The National Archives;
"Key Milestone"	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with 8.1 (*Royalties, Payments, Charges and Invoicing*) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
"Key Performance Indicator"	the key performance indicators set out in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Key Personnel"	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 10.2 (*Key Personnel*) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clause 14 (*Supplier Personnel*);
"Key Roles"	a role described as a Key Role in Schedule 10.2 (*Key Personnel*) and any additional roles added from time to time in accordance with Clause 14 (*Supplier Personnel*);
"Key Sub-contract"	each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	any Sub-contractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);

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"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Agreement;
"KPI Failure"	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
"KPI Service Threshold"	shall be as set out against the relevant Key Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Law"	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, regulation policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply, including equivalent law in Wales, Scotland and Northern Ireland;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Legislation Website"	Means www.legislation.gov.uk (www.legislation.gov.uk);
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	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;
"Maintenance Schedule"	shall have the meaning set out in Clause 9 (*Equipment and Maintenance*);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Management Information"	the management information

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"Material KPI Failure"	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a failure by the Supplier to meet a KPI Service Threshold;
"Material PI Failure"	(a) a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
"Measurement Period"	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
"Milestone"	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
"Milestone Achievement Certificate"	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Schedule 2.1.3 (*Testing Procedures and Release Management*);
"Milestone Adjustment Payment Amount"	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;
"Milestone Adjustment Payment Notice"	has the meaning given in Clause 38.5 (*Payments by the Supplier*); 2.1.3 (*Testing Procedures and Release Management*);
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	a payment identified in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) to be made following the issue of a Milestone Achievement Certificate;
"Milestone Retention"	has the meaning given in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing);*
"Minor KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);

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"Month"	a calendar month and **"monthly"** shall be interpreted accordingly;
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Schedule 9.3 (*Dispute Resolution Procedure*);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Schedule 9.3 (*Dispute Resolution Procedure*);
"New Releases"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Non-retained Deliverables"	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
"Notifiable Default"	shall have the meaning given in Clause 31 (*Rectification Plan Process*);
"Object Code"	software and/or data in machine-readable, compiled object code form;

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"Occasion of Tax Non- Compliance"	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: i. a Relevant Tax Authority successfully challenging the Supplier under the General Anti- Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii. failure of an avoidance scheme which the Supplier 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 iii. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion; (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Official Publisher"	means the publisher who has been granted the right to be identified as the official publisher to the Authority in respect of the documents published under this Agreement;
"Open Book Data"	has the meaning given in Schedule 8.3 (*Financial Reports and Audit Rights*)
"Open Government Licence"	means the UK Government's open licence which facilitates the use and reuse 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/version/3/ may be amended and/or revised from time to time;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Operating Environment"	the Authority System and the Sites;

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"Operational Change"	any change in the Supplier's operational procedures which in all respects, when implemented: (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a change to this Agreement;
"Operational Service Commencement Date"	shall mean 1 August 2018, save as may be agreed between the Parties for future Operational Services, where it shall mean the later of: (a) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
"Operational Services"	the operational services described as such in the Services Description;
"Optional Services"	the services described as such in Schedule 2.1 (*Services Description*) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (*Optional Services*);
"Optional Services Implementation Plan"	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
"Other Supplier"	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/ or of which the Supplier should have been aware;
"Outline Implementation Plan"	the outline plan set out in Schedule 7 (*Implementation Plan*);

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"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 Annex to a Schedule, as appropriate. Where the Schedule or Annex 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";
"Partial Termination"	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 37.1 (*Termination by the Authority*);
"Parties" and **"Party"**	have the meanings respectively given on page 1 of this Agreement;
"Performance Failure"	a KPI Failure or a PI Failure;
"Performance Indicators"	the Key Performance Indicators and the Subsidiary Performance Indicators;
"Permitted Maintenance"	has the meaning given in Clause 9 (*Equipment and Maintenance*);
"Performance Monitoring Report"	has the meaning given in Schedule 2.2 (*Performance Management and Service Levels*);
"Performance Monitoring System"	the system used to monitor delivery of the Services as outlined in Schedule 2.2 (*Performance Management and Service Levels*);
"Performance Review Meetings"	the regular monthly meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement;
"Personal Data"	takes the meaning as given in the GDPR;
"Personal Data Breach"	has the meaning given in the GDPR;
"Preceding Services"	has the meaning given in Clause 5.1(b) (*Standard of Services)*;
"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;
"Process"	has the meaning given to it under the Data Protection Laws and "**Processed**" and "**Processing**" shall be construed accordingly;
"Processor"	takes the meaning given in the GDPR;
"Programme Board"	the body described in Schedule 9.1 (*Governance*);

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"Prohibited Act"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: i. induce that person to perform improperly a relevant function or activity; or ii. reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) an offence: i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); ii. under legislation or common law concerning fraudulent acts; or 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;
"Property"	means the property, other than real property, issued or made available to the Supplier by the Authority in connection with this Agreement;
"Project Specific IPRs"	(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;but shall not include the Supplier Background IPRs or the Specially Written Software;
"Proposal"	means the Supplier's response to the ITT dated 15 January 2018;
"Protective Measures"	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 and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

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"Publications"	means the titles set out in Annex A to Schedule 2.1.1 (*Operate and Maintain*) and any associated documents to be printed, published for distribution and offered for sale to the public;
"Quality Plans"	has the meaning given in Clause 6.1 (*Quality Plans*);
"Quarter"	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
"Recipient"	has the meaning given in Clause 25 (*Confidentiality*);
"Records"	has the meaning given in Schedule 9.4 (*Records Provisions*);
"Rectification Plan"	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
"Rectification Plan Failure"	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 31.4 (*Submission of the draft Rectification Plan*) or 31.7 (*Agreement of the Rectification Plan*); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 31.7 (*Agreement of the Rectification Plan*); (c) the Supplier failing to rectify a material Default within the later of: i. 30 Working Days of a notification made pursuant to Clause 31.2 (*Notification*); and ii. where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;

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	(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred; (e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;
"Rectification Plan Process"	the process set out in Clauses 31.4 (*Submission of the Rectification Plan*) to 31.7 *(Agreement of the Rectification Plan*);
"Regulator Correspondence"	any correspondence from the Information Commissioner's Office, or any successor body, in relation to the Processing of Personal Data under this Agreement;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen, and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with under this Agreement or any other affairs of the Authority and "Regulatory Body" will be construed accordingly;
"Registers"	has the meaning given in Schedule 9.5 (*Exit Management*);
"Reimbursable Expenses"	has the meaning given in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"Relevant IPRs"	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Software, the Supplier Background IPRs, the Third Party Software and the Third Party IPRs but excluding any IPRs in the Authority Software and the Authority Background IPRs;
"Relevant Preceding Services"	has the meaning given in Clause 5.1(b) (*Standard of Services*);
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

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"Relevant Subscription and Standing Order Lists"	means the lists of current subscribers and standing orders for the Publications as amended from time to time;
"Relevant Tax Authority"	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relief Notice"	has the meaning given in Clause 35 (*Authority Cause*);
"Remedial Adviser"	the person appointed pursuant to Clause 33 (*Remedial Adviser*);
"Remedial Adviser Failure"	has the meaning given in Clause 33 (*Remedial Adviser*);
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
"Replacement Supplier"	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
"Request For Information"	a Request for Information under FOIA, the EIRs or the RPSIR as relevant (where the meaning set out for the term 'request' will apply) and shall include a request for re-use of information;
"Required Action"	has the meaning given in Clause 34.1 (a) (*Step-In Rights*);
"Restricted Country"	(a) any country outside the European Economic Area, and (b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
"Retained Deliverables"	has the meaning given in Clause 38.8(b) (*Payments by the Supplier*);
"Royalty Payments"	has the meaning ascribed to it in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"RPSIR"	means the Re-use of Public Sector Information Regulations 2015 together with any guidance issued by a relevant government department in relation to such legislation;
"Sales"	means all sales by the Supplier under this Agreement, net of discounts;

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"Security Management Plan"	the Supplier's security plan as attached to Schedule 2.5 (*Security Management*) and as subsequently developed and revised pursuant to Schedule 2.5 (*Security Management*);
"Serious KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Service Charges"	the periodic payments made in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) in respect of the supply of the Operational Services;
"Service Credit Cap"	means a maximum of Text Redacted across the Key Performance Indicators within a period of 12 calendar months;
"Service Credits"	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"Service Downtime"	any period during which a Service and/or system is not available;
"Service Failure Log"	the hard copy and electronic version of the log created and maintained by the Supplier as specified in Schedule 2.2 (*Performance Monitoring and Service Levels*) as part of the Services;
"Service Levels"	means the performance targets in respect of the Services set out Schedule 2.2 (*Performance Monitoring and Service Levels*), as modified, amended or updated from time to time
"Service Period"	a calendar month, save that: (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
"Service Points"	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator Schedule 2.2 (*Performance Monitoring and Service Levels*);

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"Services"	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2 (*Service Requirements*) and Schedule 3 (*Business Development*);
"Service Transfer Date"	has the meaning given in Schedule 10.1 (*Staff Transfer*);
"Services Description"	the services description set out in Schedule 2.1 (*Services Description*);
"Severe KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"SI Support Helpdesk"	shall be as defined in Paragraphs 21.11 and 21.12 of Schedule 2.1.1;
"SI Support Helpdesk Hours"	shall be 8:30 to 17:30 Monday to Friday GMT/BST, excluding public holidays;
"Sites"	any premises (including the Authority Premises, the Supplier's premises or third party premises): (a) from, to or at which: i. the Services are (or are to be) provided; or ii. the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: i. any part of the Supplier System is situated; or ii. any physical interface with the Authority System takes place;
"Software"	Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	has the meaning given in Clause 18.1 (b) (*Specially Written Software and Project Specific IPRs*);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement.

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"Specific Change in Law"	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"SPI Failure"	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
"SPI Service Threshold"	shall be as set out against the relevant Subsidiary Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Sponsor Department"	means any Crown body which uses the Services for the publication of secondary legislation;
"Staffing Information"	has the meaning given in Schedule 10.1 (*Staff Transfer*);
"Standards"	the standards, polices and/or procedures identified in Schedule 2.4 (*Standards*);
"Step-In Notice"	has the meaning given in Clause 34 (*Step-In Rights)*;
"Step-In Trigger Event"	(a) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (b) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (c) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 34 (*Step-In Rights*) is necessary; (d) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; (e) a need by the Authority to take action to discharge a statutory duty; (f) there is a Force Majeure event which materially prevents or materially delays the performance of the Services or any part of the Services (g) on the occurrence of an Insolvency Event in respect of the Contractor;
"Step-Out Date"	has the meaning given in Clause 34.5(b) (*Step-In Rights*);
"Step-Out Notice"	has the meaning given in Clause 34.5 (*Step-In Rights)*;
"Step-Out Plan"	has the meaning given in Clause 34.6 (*Step-In Rights*);

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"Sub-contract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
"Subsidiary Performance Indicator"	the performance indicators set out in Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
"Successor Body"	has the meaning given in Clause 40 (*Assignment and Novation*);
"Supplier Equipment"	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
"Supplier Non-Performance"	has the meaning given in Clause 35 (*Authority Cause*);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance its obligations under this Agreement;
"Supplier Representative"	the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives);*
"Supplier System"	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

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"Supplier Termination Event"

(a) the Supplier's level of performance constituting a Critical Performance Failure;
(b) the Supplier committing a material Default which is irremediable;
(c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 29.4(a) (*Financial Limits*);
(d) there is a Delay that has or the Authority reasonably anticipates will result in the Supplier's failure to provide the Services by Milestone Dates;
(e) there is a Force Majeure event which materials prevents or materially delays the performance of the Services or any part of the Services;
(f) because a serious risk exists to the health of safety of persons, property or to the environment;
(g) to discharge a statutory duty;
(h) on the occurrence of an Insolvency Event in respect of the Supplier;
(i) because a Regulatory Body has advised the Authority that the exercise by the Authority of its Step-in Rights is necessary;
(j) a Remedial Adviser Failure;
(k) a Rectification Plan Failure;
(l) where a right of termination is expressly reserved in this Agreement, including pursuant to:
    i. Clause 43.6(b) (*Prevention of Fraud and Bribery*); and/or
    ii. Schedule 8.3 (*Financial Distress*);
(m) the representation and warranty given by the Supplier pursuant to Clause 3.2 (*Warranties*) being materially untrue or misleading;
(n) the Supplier committing a material Default under Clause 10.9 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.9 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
(o) the Supplier committing a material Default under any of the following Clauses:
    i. Clause 5 (*Services*)
    ii. Clause 27 (*Data Protection*);
    iii. Clause 26 (T*ransparency and Freedom of Information*);
    iv. Clause 25 (*Confidentiality*); and

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v. Clause 39 (*Compliance*); and/or in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.5 (*Security Management*) or the Baseline Security Requirements; and/or in respect of any requirements set out in Schedule 10.1 (*Staff Transfer*);

(p) an Insolvency Event occurring in respect of the Supplier;

(q) a change of Control of the Supplier unless:

i. the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

ii. the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;

(r) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.6 (*Appointment of Key Sub-contractors*);

(s) any failure by the Supplier to enter into or to comply with an Admission Agreement under Schedule 10.1 (*Staff Transfer*);

(t) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or

"Target Performance Level" the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in Schedule 2.2 (*Performance Monitoring and Service Levels*);

"Technical Debt" Means the concept in software development that reflects the implied cost as the complexity of the code base of a software system increases over time. It accrues where easier solutions, that can be implemented quickly to implement a feature, have been chosen over better solutions that would be easier to maintain but would have taken longer to implement;

"Technical Debt Reduction Target" the target for reducing technical debt that the Supplier proposes and the Authority accepts in the Annual Maintenance Plan;

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"Term"	the period commencing on 1 August 2018 and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
"Termination Assistance Notice"	has the meaning given in Schedule 9.5 (*Exit Management*);
"Termination Assistance Period"	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant Schedule 9.5 (*Exit Management)*;
"Termination Date"	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"Termination Services"	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Schedule 9.5 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice;
"Test Issues"	has the meaning given in Schedule 2.1.3 (*Testing Procedures and Release Management*);
"Tests" and "Testing"	any tests required to be carried out under this Agreement, as further described in Schedule 2.1.3 (*Testing Procedures and Release Management*);) and "**Tested"** shall be construed accordingly;
"Test Success Criteria"	has the meaning given in Schedule 2.1.3 (*Testing Procedures and Release Management*);
"Third Party Beneficiary"	has the meaning given in Clause 47 (*Third Party Rights*);
"Third Party Provisions"	has the meaning given in Clause 47 *Third Party Rights*);
"Transferring Assets"	has the meaning given in Schedule 9.5 (*Exit Management*);
"Transferring Authority Employees"	has the meaning given in Schedule 10.1 (*Staff Transfer*);
"Transferring Former Supplier Employees"	has the meaning given in Schedule 10.1 (*Staff Transfer*);
"Transferring Supplier Employees"	has the meaning given in Schedule 10.1 (*Staff Transfer*);
"Transitional Provisions"	means those provisions set out in Schedule
"UK"	the United Kingdom;

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"Unacceptable KPI Failure"	the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
"Updates"	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrades"	any patch, New Release or upgrade of Software and/ or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
"URL"	means the Uniform Resource Locator which is the standard way of giving the address of any resource on the Internet;
"Value Added Format"	means where the official text has had value added to it by compilation with other related text, analysis, commentary, annotation, indexing or cross-referencing (this may be taken as covering both commercially published and in-house databases);
"VAT"	value added tax as provided for in the Value Added Tax Act 1994;
"Web pdf"	means a pdf on the official legislation website that as a minimum meets the requirements of ISO 32001-1 or its successor; and
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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SCHEDULE 2: SERVICE REQUIREMENTS

SCHEDULE 2.1.1: OPERATE AND MAINTAIN

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Adaptive Maintenance"	Means the modification of the Platform to keep it usable in a changing environment, such as changes to the underlying software;
"Annual Maintenance Plan"	Means the prioritised actions and recommendations for each year of this Agreement as approved by the Authority and as described in Paragraph 4 of this Schedule 2.1.1;
"Authority's Developers' Guide"	Means the document provided by the Authority that describes practices that underpin the Authority's development standards and approach;
"Bug"	Means an error, flaw, failure or fault in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in unintended ways, resulting in the 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;
"Bulk Download Datasets"	Means the provision by the Supplier of pre-packaged collections of legislation data ready to download for re-use and research;
"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.
"Corrective Maintenance"	Means ongoing changes to the Platform to correct Bugs or Issues;
"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.

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"Developer Day"	Means 7.5 working hours of a technical specialist ("Developer") provided by the Supplier, to be used at the direction and approval of the Authority, at no charge to the Authority;
"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 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;
"Implementation Period"	Means from 1 April 2019 and until as specified in the Implementation Plan as set out in Schedule 7 (*Implementation Plan*);
"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 overtime). The website has an open API that offers users different formats of legislation documents as open data and a Linked Data infrastructure for managing metadata;
"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;
"Linked Data"	Means a method of publishing data so that it can be interlinked with other datasets and become more useful through semantic queries.
"Linked Data API"	Means a simple way to obtain RDF metadata information about a specific document without needing to create SPARQL queries. Metadata is provided in a variety of formats, e.g. RDF/XML, JSON, HTML, which can be viewed by users and/or reused by other internal and external systems;

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"Linked Data Store: Core Reference Data"	Means the Core Reference Dataset within the Linked Data store. It is distinct from the other datasets in that it fulfils the role of linking all the other datasets together. Updates to this dataset, e.g. additions of new legislation being published from the Publishing System, are made in the MarkLogic database before being written to the RDF store;
"Linked Data Store: RDF"	Means the Linked Data RDF store (OpenLink Virtuoso) that collates legislation metadata from all systems. It takes data input from other RDF stores (Legislation Editorial System and DefraLex), XML (Legislation Publishing System and Legislation Website) and SQL databases (Bibliogaphic Database). Data from these systems is transformed to RDF conforming to Authority-approved ontologies and organised into a series of interlinked datasets that describe its source, reliability and context;
"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;
"Maintenance Roadmap"	Means prioritised actions and recommendations as approved by the Authority, to reduce the Technical Debt and to aid the long-term management and development of the Platform as set out in Paragraph 4 of this Schedule 2.1.1;
"Major Upgrade"	Means the replacement of a Software product used for the delivery of the Service with a new version of the product. This will usually involve a substantial change in the operation of the software or its functionality, often indicted by a change in version number.
"Minor Upgrades"	Means the upgrade of a Software product used for the delivery of the Service to a newer release of the same version of the product. This will usually involve a minor change in the operation of the software or its functionality, often indicated by appending an iteration number to the version number ".01, .02" etc.
"Non-Templated"	Means a Statutory Instrument(s) or document(s) that cannot be drafted using an established template or drafting tool.
"Perfective Maintenance"	Means changes to improve the performance or maintainability of the Platform;

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"Platform"	Means: • legislation.gov.uk; • publishing.legislation.gov.uk; • editorial.legislation.gov.uk; • research.legislation.gov.uk;
"Platform APIs"	Means all APIs implemented by the Platform;
"Preventive Maintenance"	Means proactive detection and modifications to correct latent faults in the Platform before they become effective faults;
"Product Roadmap"	Means the Authority's plan for enhancing and developing the Platform;
"publishing.legislation.gov.uk"	Means the government, Parliaments and Assemblies facing service which the Authority and the Supplier 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 Supplier 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 Supplier during the publishing process;
"research.legislation.gov.uk"	Means the public facing website designed to support academic researchers and others to search, access and query and to download legislation data in the legislation.gov.uk database as bulk data downloads;
"Service Management Fee"	Means the annual fee as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*);
"Service Manager(s)"	Means the persons appointed as such by the Supplier with responsibility for delivering Services under this Agreement
"Service Owner(s)"	Means the Authority personnel with responsibility at The National Archives for managing the legislation.gov.uk website, the Research Service, the Publishing System, the Editorial System, and managing legislation data.
"SI"	Means Statutory Instrument;
"SPARQL Endpoint"	Means the provision of an access point to allow users and other legislation systems to directly query RDF data held in the Linked Data Store. This allows for more specialised and complex queries that require results not obtainable using the Linked Data API;

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"Technical Lead"	Means the Supplier-appointed member of staff who has technical oversight of the whole Platform and who takes responsibility and ownership for developing and implementing a maintenance road map, understanding the level of Technical Debt and developing the strategies to reduce it, with the Authority;
"Technical Review"	Means the examination of the tools and processes currently used to maintain and operate the Platform and the making of recommendations to improve or simplify them to reduce the amount of effort, resources, and cost required to maintain the Platform;
"Test Driven Development"	Means a software development process that relies on the repetition of a very short development cycle – requirements are turned into very specific test cases, then the software is improved to pass the new tests, only; and
"Word"	Means Microsoft Word.

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2 GENERAL REQUIREMENTS TO MAINTAIN AND OPERATE THE PLATFORM

2.1 The Supplier shall have a general obligation to operate, maintain and support the Platform:

(a) legislation.gov.uk;
(b) publishing.legislation.gov.uk;
(c) editorial.legislation.gov.uk;
(d) research.legislation.gov.uk.

2.2 To maintain and support the Platform, the Supplier shall create and keep an up-to-date Maintenance Roadmap, to be approved by the Authority which details the Supplier's plan of action for Corrective Maintenance, Adaptive Maintenance, Perfective Maintenance and Preventive Maintenance for the duration of this Agreement. The deadlines for producing the Maintenance Roadmap are set out in Paragraph 4 of this Schedule 2.1.1.

2.3 The Supplier shall produce an Annual Maintenance Plan for each year of this Agreement, to be approved by the Authority. The deadlines for producing the Annual Maintenance Plan are set out in Paragraph 4 of this Schedule 2.1.1.

2.4 The Supplier shall ensure that it has, and deploys, the capability required to operate the Platform and to deliver the Maintenance Roadmap and the Annual Maintenance Plan. The Supplier's obligations will include (but not be limited to) the capability to maintain systems that use the following technologies

(a) XML schema and validation (W3C XML Schema, Relax NG, Schematron);
(b) XML processing (XSLT, XML pipeline based applications such as those used in Orbeon, XProc,and XSpec);
(c) XML Databases (XQuery);
(d) RDF Databases (SPARQL);
(e) RDF data, data models (OWL-DL, RDFS);
(f) common vocabulary (SKOS, schema.org) and serialisations (RDF-XML, Turtle); and
(g) .NET Applications (C#, VBA); Drupal (PHP).

2.5 Specifically the Supplier shall appoint a Technical Lead, to provide technical oversight of the whole Platform. The Technical Lead shall take responsibility and ownership for developing and implementing the Maintenance Roadmap, understanding the level of Technical Debt and developing the strategies to reduce it, such strategies to be approved by the Authority.

2.6 The Technical Lead shall:

(a) review that the Supplier's capacity against demand on a monthly basis and report back to the Authority as required;
(b) ensure the Supplier undertakes an annual review of training needs for staff working on the Platform; and
(c) ensure the Supplier implements a succession plan to mitigate the risk of overreliance on key individuals working on the Platform.

2.7 Additionally the Supplier shall provide a Contract Manager and a Publishing Manager as set out in Schedule 9.1 (*Governance*).

2.8 During the Implementation Period, to deadlines approved by the Authority, the Technical Lead shall produce a detailed written Technical Review of the current architecture and submit a strategy, to underpin the Supplier's approach to maintaining the Platform, for approval by the Authority.

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2.9 If the Technical Review is not approved by the Authority, the Technical Lead shall, at no cost to the Authority, re-submit a revised Technical Review to the Authority for approval within 10 working days.

2.10 The Technical Lead shall review and update the Technical Review quarterly or as otherwise approved by the Authority.

2.11 The Technical Lead shall monitor the assignment of resources and the processes used to make changes to the Platform, ensuring that people are adequately trained and that the processes to ensure that the development of Platform APIs is consistent with the design patterns established by the Authority, and produce documentation to verify and audit the foregoing.

2.12 The Supplier shall ensure that the Platform is maintained to the Standards set out in Schedule 2.4 (*Standards*) or as otherwise approved by the Authority.

2.13 The Supplier shall ensure that all documentation relating to the Platform is fully up-to-date and kept up-to-date for the duration of this Agreement.

2.14 The Supplier shall operate change control and release management processes for all changes to the Platform, as set out in Schedule 9.2 (*Change Control Procedure*).

2.15 The Supplier shall introduce and operate testing processes, as set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

2.16 The Supplier shall obtain permission from the Authority prior to every maintenance release, as set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

2.17 The Supplier shall operate and maintain the Platform securely, as set out in Schedule 2.5 (*Security Management*).

2.18 The Supplier shall manage the operation and maintenance of the Platform under the governance structures set out in Schedule 9.1 (*Governance*).

2.19 The Supplier recognises and accepts that Technical Debt exists at the time of signing this Agreement, and/or may arise from Corrective Maintenance, Adaptive Maintenance, Perfective Maintenance, Preventive Maintenance and/or from new Service Development as set out in Schedule 2.1.2.

2.20 The Supplier shall take action to reduce the level of Technical Debt in the Platform. Any actions by the Supplier under this Paragraph 2.20 which are agreed with the Authority to be Corrective Maintenance shall be covered in the Service Management Fee. All other actions under this Paragraph 2.20 may be charged to the Authority through the mechanism of Developer Days as set out in Paragraph 3 of this Schedule 2.1.1 or paid for through the mechanism of Day Rates as set out in Schedule 8.1 as approved by the Authority.

2.21 The Supplier shall operate these services within the UK's legislatures' and government's broader processes for managing legislation. In order to operate effectively the Supplier shall understand these broader processes.

2.22 Unless otherwise specified, all costs to The Authority to deliver against the requirements set out in this Agreement shall be covered by the Service Management Fee.

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3 DEVELOPER DAYS

3.1 The Supplier shall provide, at no additional cost to the Authority, 350 Developer Days per contract year to be used at the direction and approval of the Authority, as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

3.2 Upon receiving a brief from the Authority for the use of Developer Day(s), the Supplier shall provide to the Authority a quotation for the work packages to be completed and delivered, including specifying the people it proposes to deploy, for the approval of the Authority, before the work is commenced.

3.3 The Supplier shall ensure that it deploys Developers with the level of skill and experience for the completion of the work (as specified under Paragraph 3.2 of this Schedule 2.1.1) to the Authority's satisfaction.

3.4 The following table gives an indication only of the possible allocation of Developer Days in each contract year of this Agreement. The final allocation of Developer Days shall be at the sole discretion of the Authority:

Item	Developer Days
Major software version upgrades	150
Perfective Maintenance	100
Modifications to CLML, transformation routines etc as the result of changes in drafting conventions	30
Modifications to the SI Template as the result of changes in drafting conventions	20
Modifications to other Templates as the result of changes in drafting conventions	20
Contingency	30
Total	350

3.5 If the proposed use of Developer Days is not approved by the Authority, the Supplier shall:

(a) amend and re-submit the detailed breakdown of work to be completed and delivered through the allocation of Developer Days, for approval by the Authority; or

(b) propose an alternative compensation mechanism to the Authority.

3.6 Unused Developer Days from one contract year shall be carried forward to the following contract year and shall be used by agreement between the Parties.

4 MAINTENANCE ROADMAP AND ANNUAL MAINTENANCE PLAN

4.1 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall create and maintain a Maintenance Roadmap that covers the life of the contract, consisting of commitments for Corrective Maintenance, Adaptive Maintenance, Perfective Maintenance and Preventive Maintenance.

4.2 The Maintenance Roadmap shall be approved by the Authority. If the Maintenance Roadmap is not approved the Supplier shall, at no cost to the Authority, submit a revised Maintenance Roadmap for approval.

4.3 This Maintenance Roadmap shall be reviewed quarterly or as otherwise approved by the Authority, and revised as required by the Authority.

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4.4 The Maintenance Roadmap shall consist of prioritised actions and recommendations, to be agreed with and approved by The Authority, to reduce the Technical Debt and to aid the long-term management and development of the Platform.

4.5 The Maintenance Roadmap shall include, but not be limited to:

(a) A strategy for maintaining each component of the Platform, including Platform-specific data models
(b) A strategy for improving automated data enrichment.
(c) A strategy for improving the accuracy of enriched editorial information of legislative effects and improve the processing of large documents.
(d) Correcting gaps in documentation and keeping documentation up-to-date
(e) Improvements to the testing mechanisms, such as automated regression testing
(f) Optimisation in the use of cloud hosting resources and reduction of cloud hosting costs
(g) An assessment of the Platform's level of Technical Debt and potential future developments.
(h) Prioritised actions and recommendations to aid the long-term management and development of the Platform
(i) Maintenance of the SI Template.
(j) Upcoming releases.

4.6 The Supplier shall discuss and review the Maintenance Roadmap with the Authority as set out in Schedule 9.1 (*Governance*).

4.7 Using the Maintenance Roadmap as a basis, the Supplier shall propose an Annual Maintenance Plan to the Authority. The Annual Maintenance plan shall set out the prioritised actions and recommendations for that year. The plan shall be submitted by the end of February of each contract year, for approval by the Authority, for commencement on 1 April of each contract year.

4.8 If the Annual Maintenance Plan is not approved by the Authority, the Supplier shall, at no cost to the Authority, submit a revised Annual Maintenance Plan to the Authority for approval within 10 working days.

4.9 Upon approval of the Annual Maintenance Plan the Supplier shall give effect to the actions identified in the Annual Maintenance Plan and discuss and review it with the Authority as required in Schedule 9.1 (*Governance*).

4.10 The Supplier shall develop the Maintenance Roadmap and the Annual Maintenance Plan to ISO/IEC 14764 standards.

5 CORRECTIVE MAINTENANCE OF THE PLATFORM

5.1 The Supplier shall expend as much effort as necessary to carry out all necessary Corrective Maintenance on the Platform as required by the Authority.

5.2 The Supplier shall address the existing level of Technical Debt in the Platform through the Annual Maintenance Plan and the delivery of the Technical Debt Reduction Target.

5.3 The Supplier shall ensure it makes prudent and deliberate choices when performing Corrective Maintenance to the platform in order to manage the level of Technical Debt throughout the contract Term.

5.4 The Supplier shall operate an Application Support Helpdesk facility to undertake Corrective Maintenance of the legislation.gov.uk Platform. The Application Support Helpdesk facility shall be available during Application Support Helpdesk Hours.

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5.5 The Supplier shall provide a maintenance Out Of Hours support service to handle emergency issues that occur outside of the Core Support Hours, as is reasonably required by the Authority.

5.6 The Supplier shall log issues raised through the Application Support Helpdesk using a tracking system which is based on ITIL processes and allows for incident allocation, SLA compliance tracking, and full incident history and provides the management information required by the Authority.

5.7 The Supplier shall respond to issues according to the timeframes and performance levels set out in Schedule 2.2 (*Performance Monitoring and Service Levels*).

5.8 When a Bug or Issue is reported, the Supplier shall recreate the issue, log all details in its support tracking system and, where available, include log files, system configuration snapshots, and screen shots. The Supplier shall quality assure Bug and Issue fixes, and shall release as set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

5.9 When the Supplier discovers the root cause of an Issue, they shall identify issues in the code base and across incident reports, and shall document findings, and implement actions, as approved by the Authority, in order to prevent similar issues occurring.

6 ADAPTIVE MAINTENANCE OF THE PLATFORM

6.1 The Supplier shall ensure the underlying software the Platform uses is kept fully up to date and that technical and other supporting documentation is also fully up-to-date.

6.2 The Supplier shall ensure that major software version upgrades to underlying software are evaluated, tested and applied within twelve months of release by the producer or maintainer of that underlying software.

6.3 Major Upgrades of Software are not included in the Service Management Fee with the exception of one Major Upgrade of MS Word in the contract term, which the Supplier shall undertake at no additional cost to the Authority.

6.4 The Supplier shall manage structural changes to legislation that require changes to CLML through the governance mechanisms set out in Schedule 9.1 (*Governance*).

6.5 The Supplier shall charge the Authority for Major Upgrades through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule.

6.6 At the direction and approval of the Authority, the Supplier shall carry out additional maintenance using the Day Rates set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*), if the Developer Days allocated for a contract year have been used. The Supplier shall ensure that all charges are approved by the Authority before work commences.

6.7 The Supplier shall apply minor upgrades, fixes and patches as soon as possible and at least within six months of release by the producer or maintainer of the underlying software. The Supplier shall confirm to the Authority the date of the release by the producer or maintainer of the underlying software and the date that the Supplier applied the minor upgrade, patch or fix.

6.8 The Supplier shall ensure that security patches or fixes are applied as soon as possible and at least within one week of release by the producer or maintainer of the underlying software. The Supplier shall confirm to the Authority the date of the release by the

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producer or maintainer of the underlying software and the date that the Supplier applied the security patch or fix.

6.9 The Supplier shall establish a software component catalogue in the Annual Maintenance Roadmap to inform the maintenance planning process.

6.10 The Supplier shall identify, implement and test any adaptations that are necessary to the application software in order for the underlying software to be kept up to date.

6.11 The Supplier shall subscribe to industry mailing lists where security issued and patches are notified by maintainers for all underlying software in use across the Platform.

6.12 The Supplier shall ensure appropriate support contracts are in place over the term with relevant third party software suppliers to enable the underlying software to be kept fully up to date. The Supplier shall ensure that any costs incurred are approved by the Authority and passed to the Authority at cost, with the exception of Microsoft components which are covered in the Service Management Fee.

6.13 The Supplier shall recognise and accept that if drafting conventions for legislation are modified during the contract term for example as a result of the UK leaving the EU or further extension of devolution, this may necessitate modifications to the Crown Legislation Mark Up Language (CLML) and the queries and transformation routines across the Platform. If this is the case, the Supplier shall update CLML, the transformation routines and the relevant XSpec tests as required by the Authority. These changes may be charged to the Authority through the mechanism of Developer Days as set out in Paragraph 3 of this Schedule 2.1.1 or paid for through the mechanism of Day Rates as set out in Schedule 8.1 (*Payments, Royalties, Payments, Charges and Invoicing*) as approved by the Authority.

6.14 The Supplier shall carry out Adaptive Maintenance of the Publishing System to ensure it can support the submission of legislation drafted using a new browser-based drafting tool (**"LDAPP"**) and is capable of transforming the legislation documents from Akoma Ntoso to valid CLML. It will also need to execute a customised version of the LDAPP transformations as part of the workflow to produce print PDF files. This shall be charged to the Authority through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1 or through the use of Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as approved by the Authority.

7 MAINTAINING AND DOCUMENTING PLATFORM APIS AND THE LEGISLATION.GOV.UK API

7.1 The Supplier shall maintain Platform APIs to ensure they are able to deliver to the specifications set out in Paragraphs 7.2 to 7.10 below, and for the avoidance of doubt recognises and accepts that adherence to the provisions of Paragraphs 7.2 to 7.10 are conditions of this Agreement.

7.2 The Supplier recognises and accepts that the Platform uses a number of APIs including the open, public, legislation.gov.uk API. This is a RESTful API that adheres to and implements several specific API design patterns that are determined by the Authority.

7.3 The Supplier recognises and accepts that the legislation.gov.uk API design patterns address:

(a) The levels of URI (identifier, document and representation);
(b) The respective URI Templates for each level;
(c) The URI Templates for lists and search queries; and

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(d) Content negotiation with respective response codes and response formats.

7.4 The Supplier recognises and accepts that there are three levels of URI each with its own URI Template:

(a) Identifier URI Template: /id/{type}/{year}/{number}/{division-name}/ {division-number}]
(b) Document URI Template: /{type}/{year}/{number}/{division-name}/ {division-number}]/{authority}]/{extent}]/{version}]
(c) Representation URI Template: /{type}/{year}/{number}/{division-name}/ {division-number}]/{authority}]/{extent}]/{version}]/data.ext

7.5 The Supplier recognises and accepts that the legislation.gov.uk API supports content negotiation. When an identifier URI is requested, the response will usually be a 303 See Other redirection to a document URI. When a document URI is requested the response will usually be a 200 OK response and a Content-Location header that will point to an appropriate representation URI based on the Accept headers that have been used in the request.

7.6 The Supplier recognises and accepts that the following forms are available in response to a request for a representation URI:

Format	Mime Type	Filename
XML	application/xml or text/xml	data.xml
XHTML	application/xhtml+xml	data.htm
RDF/XML	application/rdf+xml	data.rdf
AKN	application/akn+xml	data.akn
HTML5	application/akn+xhtml	data.html

7.7 The Supplier recognises and accepts that the API also provides the content of sections and tables of contents in a ready-transformed HTML format that is suitable for embedding within a web page, with the filename data.xht. These HTML snippets are only available through their representation URI and not through content negotiation.

7.8 The Supplier recognises and accepts that the API returns lists of legislation items, requested through either browse or search results, in Atom (https://tools.ietf.org/html/rfc4287), with the Mime Type application/atom+xml and the filename data.feed as well as HTML. The API supports the Feed Paging and Archiving link relations of 'first', 'previous', 'next' and 'last' to enable navigation through pages of results when there is more than one page available. It also uses selected OpenSearch Response Elements and some custom elements in the http://www.legislation.gov.uk/namespaces/legislation namespace.

7.9 The Supplier recognises and accepts that there are similar design patterns for draft legislation and impact assessments.

7.10 The Supplier recognises and accepts that the API design also addresses the relationship between browse and search, which are both addressed from a single perspective of producing lists. The API design pattern supports a hierarchical approach to returning lists. Query parameters, such as "text", "title" etc. can be applied at different levels of depth in the list URL hierarchy, individually or in combination. Thus http://www.legislation.gov.uk/all?title=foo lists all legislation with the title "foo", whereas http://www.legislation.gov.uk/ukpga?title=foo lists just UK Public General Acts with the title "foo". http://www.legislation.gov.uk/ukpga/2016?title=foo lists the UK Public General Acts for 2016 with the title "foo". Keywords "all", "primary" and "secondary" are supported by the API for lists.

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7.11 The Supplier shall maintain the legislation.gov.uk API according to API design patterns determined by the Authority, including to ensure that any developments of the API are consistent with these established patterns.

7.12 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall document all the Platform APIs (both the open legislation.gov.uk API and the APIs for the other parts of the Platform) using the Open API specification (https://www.openapis.org/). This shall be in the form of a machine readable API description and a human readable API description for each API across the Platform. The Supplier shall maintain this documentation as part of the release management process set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

7.13 The Technical Lead shall ensure that any future developments to the legislation.gov.uk API are consistent with the API design patterns determined by the Authority.

7.14 The Supplier shall update the legislation.gov.uk API so that it presents the content as an RDF representation. A separate RDF metadata representation shall then be returned with additional URIs specific to a metadata request, and the Supplier shall amalgamate the data and make it available in all supported formats depending on the HTTP request and URI.

7.15 The Supplier shall rationalise the use of RDF and XML data, support MIME types to the content negotiation logic, and add in any semantic markup as required for example, to support the mobile version of the legislation.gov.uk site.

7.16 The Technical Lead shall ensure that the Supplier development team has experience and knowledge of the API design patterns and shall ensure these design patterns are applied to any future developments to the legislation.gov.uk API.

8 MAINTAINING THE LEGISLATION.GOV.UK WEBSITE

8.1 The Supplier shall implement, maintain and revise the caching strategy for the legislation.gov.uk website, every six months or as otherwise approved by the Authority to ensure static content is cached to manage load whilst dynamic content, such as new legislation pages, search results, browse lists, or recently changed content is quickly refreshed.

8.2 The Supplier shall investigate and resolve issues where the caching behaviour of the website does not align with the Authority's expectations in terms of user experience.

8.3 The Supplier shall maintain the robots.txt and XML sitemaps for the legislation.gov.uk website so that search engine robots, crawlers and data users know when new or updated content has been added to the site and can correctly index it.

8.4 The Supplier shall also maintain a CloudFront service, or other web service as approved by the Authority, to ensure resilient performance under load and to speed up the distribution of static and dynamic web content.

8.5 If the Supplier suspects a denial of service attack or legitimate user not adhering to the fair use policy the Supplier shall take such action as is approved by the Authority.

8.6 The Supplier shall maintain the priority rankings for content provided through the sitemaps, as determined by the Authority.

8.7 The Supplier shall manually update items already in the search engines indexes as required, for example when a document is withdrawn after it has published to the web using Google Webmaster tools, or other tools as approved by the Authority.

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8.8 The Supplier shall actively monitor and control the rate of crawling by search engines using Google Webmaster tools, or other tools as approved by the Authority.

8.9 The Supplier shall ensure the sitemaps are correctly updated as legislation is added to the site, updating the last modified information.

8.10 The Supplier shall maintain and give effect to the fine-grained (resource level) redirect rules to legislation.gov.uk website from the previous websites, namely hmso.gov.uk, opsi.gov.uk, oqps.gov.uk and statutelaw.gov.uk.

8.11 The Supplier shall ensure requests for legislation resources over http and https are properly resolved.

8.12 The Supplier shall maintain the URN:Lex resolution service as part of the legislation.gov.uk website.

8.13 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall produce a costed and timed plan for introducing a content management system for legislation.gov.uk to aid the Authority to directly add, edit or remove supplementary non-legislation content to the website.

9 MAINTAINING THE ACCESSIBILITY OF THE PLATFORM

9.1 The Supplier shall ensure, when maintaining and operating the Platform, that it enables the Authority to meet (so far as practicable) Level AA conformance in relation to the Web Content Accessibility Guidelines (WCAG) 2.0.

9.2 The Supplier shall ensure, when maintaining, operating or developing the Platform, that it enables the Authority to comply with the Government Digital Service's guidance on making a service accessible: https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction or as may be amended from time to time.

9.3 During the Implementation Period the Supplier shall conduct a review of accessibility on the Platform to inform the Maintenance Roadmap.

9.4 If there is a new service or major improvements to the Platform that impacts on the user experience, the Supplier shall carry out ad hoc accessibility audits.

9.5 The Supplier shall carry out reviews as required by the Authority but at least quarterly, to identify issues that come through the various publishing routes and these issues shall inform the Preventive and Perfective Maintenance issues related to accessibility.

10 MAINTAINING THE SI TEMPLATE

10.1 The Supplier shall maintain the SI Template to ensure they are able to deliver to the specifications set out in Paragraphs 10.2 to 10.7 below, and for the avoidance of doubt recognises and accepts that adherence to the provisions of Paragraphs 10.2 to 10.7 are conditions of this Agreement.

10.2 The Supplier recognises and accepts that the SI Template is a mature VBA application for Microsoft Word, used by drafters of Statutory Instruments, Scottish Statutory Instruments and Northern Ireland Statutory Rules to create new legislation using a pre-defined set of Word styles which provide the basis for the automatic conversion of the Word document to XML.

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10.3 The Supplier recognises and accepts that the 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.

10.4 The Supplier recognises and accepts that the SI Template handles a range of formatting differences found between different types of secondary legislation, The Supplier recognises and accepts that it is also used in the production of Welsh SIs and Welsh languages and can support the Welsh language.

10.5 The Supplier recognises and accepts that the SI Template enables drafters of legislation to produce legislation documents in Word using the correct Word styles for subsequent automatic transformation to XML.

10.6 The Supplier recognises and accepts that 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 needs 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.

10.7 The Supplier recognises and accepts that 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 in the English and Welsh languages, and can support the Welsh language.

10.8 The Supplier shall carry out all Corrective Maintenance for the SI Template, as required and approved by the Authority, and ensure supporting documentation is up-to-date.

10.9 As part of the Corrective Maintenance of the SI Template, the Supplier shall log and track Bugs and Issues and resolving them within the target timescales set out in Schedule 2.2 (*Performance Monitoring and Service Levels*).

10.10 Additionally the Supplier shall undertake Adaptive Maintenance of the SI Template:

(a) The Supplier shall adapt the SI Template so it supports changes to drafting conventions, for example by introducing new Word styles or changing the validation rules

(b) The Supplier shall evaluate the impact of any new version of Word, identifying any issues to resolve as well as areas for improvement that take advantage of new features – creating an updated version of the SI Template if necessary. The Supplier shall ensure that the SI Template remains functional when used with any new version of Word.

(c) The SI Template shall be included in the Maintenance Roadmap and in the relevant Annual Maintenance plans.

10.11 Adaptive Maintenance of the SI Template shall be charged through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1.

10.12 The Supplier shall offer a range of options to install the SI Template on users' machines, including providing instructions on how to install manually.

10.13 When a version upgrade to the SI Template needs to be released, the Supplier shall collaborate with the Authority and develop, test (using Government drafters for beta testing) and release the new SI Template. The Authority shall agree to the new SI Template before it is released to users.

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10.14 Testing and release management of the SI Template shall additionally comply with the requirements set out in Schedule 2.3.1 (*Testing Procedures and Release Management*) and Schedule 2.1.3 (*Testing Procedures and Release Management*).

10.15 At the direction of the Authority, the Supplier shall participate in quarterly SI Template user group meetings. The Supplier shall then use user feedback to inform the development of the Maintenance Roadmap and Annual Maintenance Plan.

11 MAINTAINING OTHER WORK BASED TEMPLATES FOR ASSOCIATED DOCUMENTS

11.1 The Supplier shall maintain other Word based templates for associated documents based on the specifications set out in Paragraphs 11.2 to 11.3 below and for the avoidance of doubt recognises and accepts that adherence to the provisions of Paragraphs 11.2 to 11.3 are conditions of this Agreement.

11.2 The Supplier recognises and accepts that a number of Word based templates are used across the Platform for drafting associated documents, including:

(a) Explanatory Notes Template for UK Acts
(b) Explanatory Notes Template for Scottish Acts
(c) Explanatory Memorandum Template
(d) Impact Assessment Template
(e) Policy Note Template for Scottish SIs

11.3 The Supplier recognises and accepts that these are simple Word Templates which define a set of Word styles that should be used, or named paragraphs or boxes where text should be provided by the responsible Government department – they do not contain VBA code. The use of these Templates ensures consistent content and layout when published on legislation.gov.uk

11.4 Under this Agreement, the Supplier shall carry out Corrective Maintenance of the Word based Templates for Impact Assessments and Explanatory Memorandum. The Supplier shall change the Templates when the requirements of the document change, or for compatibility with new versions of Word, and ensure all documentation is kept up-to-date.

11.5 The Supplier shall investigate developing other Word Templates for other associated documents to improve the consistence of the associated documents – proposals shall be discussed as part of the Maintenance Roadmap.

11.6 Adaptive Maintenance of the Explanatory Memorandum and Impact Assessment Templates, as approved by the Authority, shall be charged through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1.

12 EXPLANATORY NOTES

12.1 The Supplier shall represent and store Explanatory Notes to ensure they are able to deliver against the specifications set out in Paragraphs 12.2 to 12.4 below, and for the avoidance of doubt recognises and accepts that delivery of the provisions of Paragraphs 12.2 to 12.4 below are conditions of this Agreement.

12.2 The Supplier recognises and accepts that there are currently different Word based Templates in use for Explanatory Notes to Acts for each of the legislatures.

12.3 The Supplier recognises and accepts that Explanatory Notes are submitted to the Authority by the government department responsible for developing the policies that the

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Bill that lead to the Act, and that it can take time (days, often weeks) for the Explanatory Notes to be produced by the responsible Department.

12.4 The Supplier recognises and accepts that Explanatory Notes are drafted using Word according to a template and that the Word documents are reviewed, the styling updated and finalised before being approved by the Authority.

12.5 If the Authority requests it, the Supplier shall re-style Explanatory Notes on the Authority's behalf so they correctly and consistently follow the correct Templatestyle.

12.6 The Supplier shall determine, with the Authority, a format for representing and storing Explanatory Notes as open data in the Platform, using an open data format that is approved by the Authority.

12.7 The Supplier shall ensure that the data format is capable of being delivered from the legislation.gov.uk API, using the API design patterns that have been approved by the Authority. The Supplier shall ensure that the data format for Explanatory Notes enables the interweave functionality on legislation.gov.uk.

12.8 The Supplier shall ensure that the data format is usable for other associated document such as Explanatory Memorandum or Policy Notes.

12.9 Upon approval of the data format, and during the Implementation Period to deadlines approved by the Authority as set out in Schedule 7 (*Implementation Plan*), the Supplier shall on-board the existing Explanatory Notes Template and supporting documentation.

12.10 The Supplier shall develop a transformation routine from the Explanatory Notes Template to the Explanatory Notes HTML5 and transform all the legacy Explanatory Notes data currently stored in ENML into HTML5 restoring a consistent approach to managing the Explanatory Notes data.

12.11 The Supplier shall ensure an appropriate HTML presentation of the Explanatory notes on the legislation.gov.uk website, with a table of contents and a flexible approach to content views, including support for the interweave feature on legislation.gov.uk.

12.12 The Supplier shall republish the backlog of Explanatory Notes to UK Acts.

13 MAINTAINING THE USE OF OPEN STANDARDS FOR DATA, EXPLANATORY NOTES HTML5, DATA MODELS AND APPLICATION LOGIC ACROSS THE PLATFORM

13.1 The Supplier shall maintain the use of open standards for data, data models and application logic across the Platform to ensure they are able to deliver against the specifications set out in Paragraphs 13.2 to 13.5 below, and for the avoidance of doubt recognises and accepts that delivery of the provisions of Paragraphs 13.2 to 13.5 are conditions of this Agreement.

13.2 The Supplier recognises and accepts that the legislation.gov.uk Platform has been designed with a strong commitment to the use of Open Standards to enable a modular tiered architecture for the Platform, aiding portability of both data and the application logic and mitigating the digital preservation risks to the data.

13.3 The Supplier recognises and accepts that legislation documents are managed as data using XML in the Crown Legislation Markup Language format and that metadata about the documents is managed using either XML (for example the audit trail in the Publishing System, the legislative effects data on the website) or by the Authority's preference using

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RDF (for example tasks and legislative effects data in the Editorial System, the Core Reference Data Set).

13.4 The Supplier recognises and accepts that the legislation.gov.uk URI design pattern plays a crucial role as the URIs logically bind the document orientated data in XML with the metadata in RDF, across the Platform.

13.5 The Supplier recognises and accepts that legislation documents are stored in a native XML database, queried using XQuery and processed using XSLT under the control of pipelines and that the RDF metadata is stored using a native RDF database queried using SPARQL and processed using XSLT.

13.6 The Supplier shall adopt and maintain the use of Open Standards for legislation documents as data and metadata as approved by the Authority.

13.7 During the Implementation Period, to deadlines approved by the Authority, as set out in Schedule 7 (*Implementation Plan*) the Supplier shall update and quality assure the existing documentation to the quality required by the Authority.

13.8 The Supplier shall maintain the Platform specific data models and ensure that the supporting documentation is up-to-date.

13.9 The Supplier shall publish the Platform specific data models and supporting documentation (including previous versions) on GitHub, or other similar repositories as approved by the Authority and notify changes on legislation.gov.uk.

13.10 The legislation.gov.uk URI design pattern shall be maintained by the Supplier as directed by the Authority so that it continues to provide a logical integration layer between the document orientated data and the metadata.

13.11 The Supplier shall manage legislation documents as data using XML in CLML and shall manage metadata using either XML or RDF as approved by the Authority.

13.12 The Supplier shall store legislation documents in a native XML database, queried using XQuery and processed using XSLT under the control of pipelines.

13.13 The Supplier shall store the RDF metadata using a native RDF database, queried using SPARQL and processed using XSLT.

13.14 The Supplier shall maintain the application logic that enables open data to be provided in open standard formats through the legislation.gov.uk website API, specifically legislation texts in conformant XHTML, CLML, Akoma Ntoso (LegalDocML) and HTML5.

13.15 The Supplier shall maintain the use of open standards for the application logic wherever possible.

13.16 Specifically, the Supplier shall separate out the application logic that relies on vendor specific functions in the code base and clearly document what code relies on vendor-specific functions and the Supplier shall separate out code that uses MarkLogic extensions to XQuery into separate modules.

13.17 The Supplier shall upgrade PDFs to a format consistent with ISO 32000-2-2017, and update all associated workflows to support publishing to that standard.

13.18 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall replace any legacy reference to the tso.co.uk domain name in any namespace declaration for any data model, pipeline, query, transformation routine, test specification or

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other application logic used to deliver the services at no cost to the Authority. The Supplier shall use the legislation.gov.uk domain name to namespace all platform specific data models (e.g. to namespace the various versions of CLML) and all application logic used to deliver the services (e.g. to namespace transformation routines) at no cost to the Authority.

14 MAINTAINING CLML

14.1 The Supplier recognises and accepts that there are currently multiple profiles of CLML in use across the Platform. Each has been framed using the W3C XML Schema language.

14.2 The Supplier recognises and accepts that the current schema has too many modules, with too many versions and as a result is very difficult to maintain or extend.

14.3 The Supplier recognises and accepts that during the Term of this Agreement the drafting conventions for one of the types of legislation supported by CLML may change and that, if this is the case, the Supplier shall ensure that CLML is adapted so that it supports such changes.

14.4 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall compile a single schema for CLML using RelaxNG as directed and approved by the Authority and having due regard to extensibility, ease of maintenance, with a well-defined application profile of CLML for each part of the Platform.

14.5 The Supplier shall ensure that every document or document fragment provided by the Platform API validates according to the appropriate application profile of the Schema. This shall be completed during Implementation Period, to deadlines approved by the Authority.

14.6 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall bring the CLML User Guide, Technical Reference documentation and a set of example bindings up to date.

14.7 The Supplier shall maintain CLML, supporting documentation and example bindings, to ensure it continues to be capable of describing all existing and new legislation both in revised and original or as enacted versions.

14.8 The Supplier shall assess the impact of any change to CLML on the downstream transformations, queries and conversion processes including the impact on the publishing system, editorial system and legislation.gov.uk website API. The Supplier shall share its analysis with the Authority before submitting any change requests.

14.9 The Supplier shall ensure that any amendments to CLML are backwards-compatible i.e. that existing instances of CLML will still be valid. If the Supplier cannot achieve backward compatibility for any reason they shall notify the Authority before amendments are introduced, for the Authority's consideration. No amendments shall be made without the Authority's approval.

14.10 The Supplier must submit any proposed changes to CLML to the Schema Change Board as set out in Schedule 9.1 (*Governance*).

14.11 Wherever the CLML Schema is updated, the relevant sections in the technical and user guides, XSpec tests and transformations and queries shall be updated by the Supplier to reflect the new roles and structures.

14.12 The Supplier shall make a copy of the CLML schema and documentation available on legislation.gov.uk and GitHub.

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14.13 During the Term, it is possible that the drafting conventions for one of the types of legislation supported by CLML may change. The Supplier shall ensure that CLML is adapted so it supports such changes. These changes shall be charged to the Authority through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1 or through Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

14.14 The Supplier shall actively seek comments and improvements to the CLML from the Authority and other data users and stakeholders and present these to the Authority for the Authority's consideration

15 MAINTAINING LEGISLATION LINKED DATA

15.1 The Supplier shall maintain Legislation Linked Data to ensure that it is able to deliver to the specification set out in Paragraph 15.2 below and for the avoidance of doubt recognises and accepts that adherence to the provisions of Paragraph 15.2 below is a condition of this Agreement.

15.2 The Supplier recognises and accepts that the Platform is an inherently Linked Data system that makes extensive use of Linked Data technologies, Linked Data approaches (the functioning of the legislation.gov.uk API) and RDF data and data models, and that some key data assets such as the Core Reference Dataset of all UK legislation, the effects data in the Editorial System, and the data in the Publishing System have been designed to be managed, maintained and published as Legislation Linked Data by the Supplier under this Agreement.

15.3 Legislation Linked Data shall be managed by the Supplier to facilitate the sharing of information between internal systems as well as supporting services on the legislation.gov.uk website and providing direct public access to data through the Linked Data API and public SPARQL Endpoint.

15.4 The Legislation Linked Data Service uses an OpenLink Virtuoso RDF database, with some data stored additionally as XML in a MarkLogic database. Access to the Legislation Linked Data API is provided by using Puelia, a PHP implementation of Linked Data API. Additional pipelines using Orbeon forms allow data obtained from the SPARQL Endpoint to be used in delivering website services. Should the Supplier wish to change this underlying technology, it must seek the Authority's express written consent approval prior to making such change(s).

15.5 The Supplier shall maintain the Linked Data RDF datasets, including the Core Reference dataset.

15.6 The Supplier shall maintain ontologies for the Linked Data RDF datasets.

15.7 The Supplier shall ensure that the Linked Data RDF conforms to the ontologies and that the documentation is consistent with the ontology, as approved by the Authority.

15.8 The Supplier shall ensure new legislation is added to the Core Reference Dataset, maintained in RDF, as part of the publishing processes managed by the Publishing System.

15.9 The Supplier shall ensure the availability of a publicly queryable SPARQL Endpoint for the published Linked Data.

15.10 The Supplier shall proactively facilitate the Authority's aim to manage increasingly rich and sophisticated metadata about legislation using a Linked Data approach.

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15.11 Adaptive and Perfective maintenance of the Linked Data Service shall be charged through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1, or through Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charging and Invoicing*) as approved by the Authority.

16 OPERATING THE PUBLISHING SYSTEM TO CAPTURE, TRANSFORM AND PUBLISH NEW LEGISLATION AND ASSOCIATED DOCUMENTS

16.1 The Supplier shall operate the legislation.gov.uk Publishing System for publishing all new legislation and associated documents and manage the production of the various data, web and print outputs specified by the Authority in this Agreement to ensure they can deliver to the specifications set out in Paragraphs 16.2 to 16.13 and, for the avoidance of doubt, recognises and accepts that delivery of the provisions of Paragraphs 16.2 to 16.13 are conditions of this Agreement.

16.2 The Supplier recognises and accepts that the Publishing System manages and automates or semi-automates the production processes for all types of new legislation, and that the Publishing System manages and automates the production of many of the outputs required to be delivered under this Agreement.

16.3 The Supplier recognises and accepts that the Publishing System manages the timing for publishing new legislation ensuring all conditions are met before a new document is issued on legislation.gov.uk.

16.4 The Supplier recognises and accepts that for some of the legislation types there are several processes which require significant manual intervention during the publishing process.

16.5 The Supplier recognises and accepts that 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 shall be fully processed by the Publishing System and that the Publishing System 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.

16.6 The Supplier recognises and accepts that the automatic conversion to CLML usually succeeds for SI Templated documents that validate against the rules which are used to check the documents.

16.7 The Supplier recognises and accepts that sometimes SI Templated documents will fail validation with a Low Impact Error. In these cases the Supplier shall carry out some manual intervention to produce valid and correct CLML as set out in Paragraph 16.15.

16.8 The Supplier recognises and accepts that the Supplier shall return documents with High Impact Errors to the originating department, for correction and re-upload to the Publishing System.

16.9 The Supplier recognises and accepts that 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 National Assembly for Wales and Northern Ireland Acts can only be partially processed by the Publishing System.

16.10 The Supplier recognises and accepts that each of these legislation types, while initially submitted to the Publishing System, has distinct transformation routines which the Supplier shall run outside of the Publishing System and that where this is the case the Supplier shall undertake all of the manual intervention required to ensure valid CLML.

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16.11 The Supplier recognises and accepts that Welsh SIs require significant manual intervention by the Supplier to typeset the dual column print PDF from the two single column Word documents submitted to the Publishing System.

16.12 The Suppler recognises and accepts that the processes for creating paginated PDF outputs for print (with cover pages, crests, imprints and other requirements as set out in Annex 1 to this Schedule 2.1.1) for the other legislation types to be published under this Agreement can also require some manual intervention and where this is the case, the Supplier shall carry out all manual intervention required.

16.13 The Supplier recognises and accepts that it must operate the legislation.gov.uk Publishing System for publishing all new legislation and associated documents and to manage the production of the various data, web and print outputs specified in this Agreement.

16.14 The Supplier shall operate the Publishing System to take the new legislation documents submitted for publication by the relevant authority to:

(a) 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;

(b) produce and store a web optimised (300 DPI) version of the print PDF for publishing as the "original print PDF" on the legislation.gov.uk website; and

(c) transform the source document to the CLML format in order to publish valid CLML data through the legislation.gov.uk API and HTML on the legislation.gov.uk website.

16.15 The Supplier shall operate the Publishing System to automatically transform new legislation documents drafted using the SI Template to valid CLML, provided that the templated document has no more than Low Impact Errors (which the Supplier may arrange to manually correct and in return charge a fee to the responsible department as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

16.16 The Supplier shall operate the Publishing System to return Templated documents with any Major Impact Errors to the originating departments for them to correct and re-submit to the Publishing System.

16.17 The Supplier shall 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 Supplier shall ensure that this advice is clear, and unambiguous, and responsive to user feedback.

16.18 The Supplier shall operate the Publishing System to receive and publish new legislation documents drafted on tools other than the SI Template (such as Framemaker, Scottish Word template, Open Office templates as specified in this Schedule 2.1.1) as valid CLML.

16.19 The Supplier shall use automated, semi-automated and manual processes to transform the documents submitted to the Publishing System as are required to produce valid and correct CLML.

16.20 The Supplier shall quality assure all the CLML data that is produced. This shall include a visual check by the Supplier to ensure the text is correctly laid out and displayed, and that any footnotes, tables, formulas and images are legibly rendered and correctly positioned.

16.21 The Supplier shall enhance the Publishing System so that it is able to handle SIs that are Non-Templated.

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16.22 The Supplier shall enhance and improve the XML transformation language (XSLT) used in the Publishing System as approved by the Authority.

16.23 The Supplier shall re-develop XSLT used by the Publishing System from XSLT 1 to XSLT 2, as approved by the Authority. This shall be charged to the Authority through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1 or through Day Rates as set out in Schedule 8.1.

16.24 The Supplier shall incorporate UK Acts and Church Measures, Welsh SIs, Welsh and Northern Ireland Acts so that they can be fully processed using the Publishing System.

17 AUDIT TRAIL

17.1 The Supplier shall ensure the Publishing System compiles and stores a full audit trail of the publishing processes performed (including semi-automated, manual or off-line processes). The audit trail shall include 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.

17.2 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall update the Publishing System so that all data related to offline processing is accurately captured in the audit trail.

17.3 The Supplier shall ensure that the audit trail is stored in an open standard format by the Publishing System and is capable of being automatically transformed to RDF in the PROV-O vocabulary as part of the metadata for the legislation.

17.4 The Supplier shall ensure the audit trail data is accurate and is capable of being used by the Authority to measure the Supplier's performance against the approved KPIs set out in Schedule 2.2 (*Performance Monitoring and Service Levels*).

17.5 The Supplier shall support the changing requirements of the legislative environment, using its knowledge of legislation workflows to review and analyse early indications of changing requirements in order to present appropriate solutions and improvements.

17.6 The audit trail shall include 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.

17.7 The audit trail shall be stored in an open standard format by the Publishing System and be capable of being automatically transformed to RDF according to the PROV-O vocabulary as part of the metadata for the legislation.

18 DATA ENRICHMENT AS PART OF OPERATING THE PUBLISHING SYSTEM

18.1 The Supplier shall carry out data enrichment as part of operating the Publishing System, and for the avoidance of doubt recognises and accepts that delivery of the provisions in Paragraphs 18.2 to 18.3 are conditions of this Agreement.

18.2 The Supplier recognises and accepts that to improve the quality and accuracy of the CLML data produced from the publishing process several automated data enrichment tasks are carried out, namely:

(a) Identifying and marking-up legislation citations in the text using pattern-matching software;

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(b) Manually identifying and suppressing citation mark-up if it will cause a broken link;
(c) Adding citations where the pattern matching software does not detect them;
(d) Re-formatting tables to comply with accessibility guidelines when the table does not use a single cell for each paragraph of text;
(e) Ensuring that column and row spans are marked up correctly in tables; and
(f) Identifying definitions and defined terms

18.3 The Supplier recognises and accepts that there is also a separate data enrichment process used by the editorial system, to aid the identification of legislative effects. This makes use of a natural language processing framework, GATE (www.gate.ac.uk).

18.4 The Supplier recognises and accepts that the two enrichment processes were developed separately before it was possible to integrate the Editorial System and the Publishing System more closely or move towards a more uniform and consistent approach to data enrichment, and the Supplier therefore recognises and accepts that this is considerable potential for further development, refinement and improvement of the data enrichment processes for new legislation.

18.5 The Supplier shall provide automated and manual services to carry out data enrichment to the data produced by the Publishing System transformation routines to address issues identified by the Authority with the quality, accuracy and completeness of enacted content.

18.6 The Supplier shall seek to automate the processes to reduce the amount of manual intervention required in the publishing processes.

18.7 Where the Supplier identifies that semantically incorrect CLML will be produced by a drafter as a result of a current limitation in the SI Template or validation service, the Supplier shall suggest changes to the SI Template and the validation service which would improve the quality of the CLML, for the agreement and approval of the Authority.

18.8 The Supplier shall automate the markup of inline amendments and definitions, at the source in the enacted CLML.

18.9 The Supplier may carry out additional automated data enrichment subject to the agreement of the Authority.

19 PUBLISHING TIMELINES

19.1 The Supplier shall operate the Publishing System to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the National Assembly for Wales, Acts of the Northern Ireland Assembly and Church Measures) in PDF format on the legislation.gov.uk website within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.2 The Supplier shall operate the Publishing System to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the National Assembly for Wales, 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 soon as possible and no later than 3 working days after approval of the document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

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19.3 The Supplier shall operate the 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 A and the print requirements given here no later than 3 working days after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.4 The Supplier shall operate the 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 within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.5 The Supplier shall operate the 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 soon as possible and no later than 1 working day after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.6 The Supplier shall operate the Publishing System to publish Non-Templated SIs and Welsh SIs as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as soon as possible and no later than 5 working days after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.7 The Supplier shall operate the 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 Authority to be published) in PDF format on the legislation.gov.uk website within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

19.8 The Supplier shall operate the 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 National Assembly 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 A and the print requirements given here no later than 3 working days after approval of document for publication through the Publishing System, or 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 19.8 shall be as defined in Schedule 8.1.

19.9 The Supplier shall expedite publication for emergency legislation that needs to be published ahead of these timelines, as required.

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1.1 The Supplier shall publish Statutory Instruments relating to a civil emergency, pandemic or financial changes (e.g. budget or pre-budget report) immediately after approval of the document for publication, in PDF on legislation.gov.uk.

20 CORRECTIONS

20.1 The Supplier shall publish minor corrections to legislation to deliver the specifications set out in Paragraphs 20.2 to 20.5 below, and for the avoidance of doubt recognises that adherence to the provisions of Paragraphs 20.2 to 20.5 are conditions of this Agreement.

20.2 The Supplier recognises and accepts that legislation documents can contain minor mistakes that need to be remedied. There are three ways of correcting minor mistakes in published legislation documents:

(a) A full corrective reprint;
(b) A published Correction Slip,
(c) An unpublished authorised amendment that changes the data on legislation.gov.uk and the Print PDF for the Annual Edition but not issuing a formal Correction Slip.

20.3 The Supplier recognises and accepts that formal corrections in the form of Correction Slips are initially requested by the responsible government department. The Authority manages requests for corrections and produces the Correction Slip in Word.

20.4 The Supplier recognises and accepts that when errors are found in the copy of a Public General, Local or Private Act, the Lords Public Bill Office authorises the Authority to make corrections. Where errors are found in the copy of an Act of the National Assembly for Wales, an Act of the Scottish Parliament or an Act of the Northern Ireland Assembly, the Authority authorises corrections.

20.5 The Supplier recognises and accepts that where errors are found in archive copies of an Act of the National Assembly for Wales, the Clerk of the Assembly authorises the issue on an Archive correction slip or the reprint of a whole page or pages of the archive copy.

20.6 The Supplier recognises and accepts that the Authority will make all data corrections for authorised amendments and Correction slips.

20.7 Upon receipt of a Correction Slip from the Authority via email it shall be printed by the Supplier who shall also publish it in PDF on legislation.gov.uk (with links from the new legislation page and with the “Print PDF” on the website).

20.8 The Supplier shall produce a corrected version of the original Print PDF with the corrections applied, for example for use in the Annual Bound Volumes or Annual Editions, as well as the print on demand service, for all published Correction Slips and also for all authorised amendments the Supplier is notified of by the Authority.

20.9 The Supplier shall send the printed Correction Slip 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.

20.10 The Supplier shall distribute Correction Slips free of charge to all known recipients of the printed legislation and charge the originating government department for the costs incurred, as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

20.11 The Supplier shall distribute Corrective Reprints free of charge to all known recipients of the printed legislation and charge the originating government department for the costs incurred (the printing and delivery costs).

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20.12 Where correction slips for primary legislation are required to be printed, the Authority shall provide Word files to the Supplier and the Supplier shall adapt these for printing.

20.13 The Supplier shall incorporate corrections received into the database that generates print on demand copies and the annual bound volumes and shall maintain a full audit trail of all changes.

20.14 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 Authority authorises corrections and provides them electronically to the Supplier. The Supplier shall ensure that these are incorporated into the database that generates Print on Demand copies.

20.15 The Supplier shall publish Correction Slips in print and in PDF on the legislation.gov.uk website within three days of receipt of the approved document from the Authority. The Supplier shall add the imprint and ISBN as part of its publishing process.

20.16 The Supplier shall improve the automation of established practices for handling Corrective Reprints, Correction Slips and Authorised Amendments, with approval from the Authority. This shall be charged to the Authority through the mechanism of Developer Days as set out in Paragraph 3 of this Schedule 2.1.1 or through Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as approved by the Authority.

20.17 The Fees that the Supplier shall charge the responsible government department for issuing a Correction Slip are set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as approved by the Authority.

21 SUPPORTING USERS OF THE SI TEMPLATE

21.1 the Supplier shall 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.

21.2 The Supplier must provide help for drafters to learn how to use the SI Template and to refresh their knowledge when coming back to the Template after a break.

21.3 This shall include, as a minimum, the Supplier providing SI Template 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.

21.4 The Supplier shall 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 8.1 (*Royalties, Payments, Charges and Invoicing*).

21.5 The Supplier shall 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 8.1 Royalties, Payments, Charges and Invoicing).

21.6 The Supplier shall ensure that training is always provided by professional, accredited trainers with expert knowledge of Microsoft Word and the SI Template and shall ensure that users have the opportunity to feedback on the training received at the end of each training session. This feedback shall be collated by the Supplier and shared with the Authority on a quarterly basis.

21.7 The Supplier shall provide such support as is required to users of the SI Template who are having difficulties to select the right features or to remedy validation errors, in a timely way.

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21.8 The Supplier shall duplicate validations and make the user aware when they occur. The Supplier shall cancel duplicate validations with the permission of the submitter to enhance the service performance.

21.9 The Supplier shall produce and maintain such supporting materials as are required to support users of the SI Template, as approved by the Authority. This shall 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 Supplier or through user feedback

21.10 The Supplier shall provide support materials and feedback on common validation errors in Plain English or equivalent, as approved by the Authority.

21.11 The Supplier shall provide an SI Support Helpdesk to provide users specifically with SI assistance. This shall include the provision of a Validation Call Back service for users. The Supplier shall ensure that if a user has requested support in Core Hours that request shall be completed on the day of request, unless otherwise agreed with the user.

21.12 The Supplier shall ensure that staff operating the SI Support Helpdesk have experience and knowledge of Microsoft Word, CLML, the 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.

21.13 The Supplier shall provide Out of Hours SI Support if required and if the Supplier has received sufficient notice from the user.

22 POSSIBLE FUTURE REQUIREMENT TO SUPPORT USERS OF THE LDAPP DRAFTING TOOL

22.1 The Supplier recognises and accepts that a new browser based drafting tool may be introduced during the term of this Agreement and that this will ultimately replace the use of the SI Template

22.2 The Parties agree that, if the new drafting tool referred to in Paragraph 22.1 is introduced, the Parties will enter into good faith negotiations about all aspects of support which may be required, and any agreement reached will amend or be added to this Agreement according to the provisions of Schedule 9.2 (*Contract Change Procedure).*

23 TYPESETTING SERVICE

23.1 The Supplier recognises and accepts that some legislation documents require typesetting by the Supplier. There are two scenarios in which additional typesetting is required.

(a) the requirement to create the dual language print PDF versions of Welsh legislation; and
(b) the typesetting of legislation that does not follow the standard rules, for example: http://www.legislation.gov.uk/uksi/2016/362/pdfs/uksi_20160362_en.pdf

23.2 The Supplier shall 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 Publishing System. When typesetting the two column pages the Supplier shall ensure that numbered paragraphs (regulations, rules and articles) are

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aligned horizontally on the page. The Supplier shall balance the text in the two columns to ensure that the legal content matches for each page of the instrument.

23.3 The Supplier shall typeset the dual language facing page print PDF for Welsh Acts according to rules laid down by the National Assembly for Wales. The Supplier shall create the paginated Print PDF from the two Open Document Format source documents (one in English, one in Welsh) provided by the National Assembly for Wales

23.4 The Supplier shall offer a typesetting service for legislation documents which cannot be typeset by the drafter using an established template or drafting tool.

23.5 In addition to the Legislation Publishing Charge set out in Part B Paragraph 2.1 of Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*), the Supplier shall charge the originator of the document a fee for typesetting as set out in Part B Paragraph 2.2 of that Schedule 8.1.

23.6 The Supplier shall 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.

23.7 The Supplier shall ensure any typeset document is transformed into valid CLML for publishing on legislation.gov.uk through the Publishing System no later than 5 working days after approval of document for publication.

24 PRODUCING AND SUPPLYING BIBLIOGRAPHIC INFORMATION ABOUT THE PUBLICATIONS

24.1 The Supplier shall compile bibliographic information about the publications according to the International Standard Bibliographic Description.

24.2 The Supplier shall model and store bibliographic information as RDF metadata which can be made more widely available as Open Data through the Platform's Linked Data infrastructure. This shall include information appearing in the Daily List and any other relevant information specific to each publication:

(a) Type, year, number, title
(b) ISBN
(c) Subject headings
(d) Made, Laid and Coming into Force dates
(e) SI number
(f) Series
(g) Superseding information
(h) General/Local
(i) Effects summary
(j) Extent
(k) Enabling Powers
(l) Territorial application
(m) Effect on existing legislation (listing any amended and/or revoked instruments)
(n) Superseding draft published on (date)
(o) Notes relating to relevant EU legislation

24.3 The Supplier shall capture the Title, Number, date of publishing online in PDF format, date of publishing online in html format and date on which printed and available for sale,

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together with the page extent, ISBN and price for each publication as part of its bibliographic record.

24.4 The Supplier shall ensure the accuracy and quality of the bibliographic information in each record, including the bibliographic information published in the daily list.

24.5 The Supplier may capture additional information, such as the classification; dimension; Subject(s); Enabling Powers; subject heading; Made On [date]; Sift requirements satisfied [date]; Laid before Parliament/House of Commons/National Assembly for Wales on [date] or Not to be laid; Date of commencement [date]; Effect on existing legislation; Amending [X] and/or Revoking [X]; Superseding draft published on [date]; Applies to: United Kingdom/Great Britain/England/Wales; as part of the bibliographic record, having regard to the needs of subscribers for printed legislation and the opportunities for commercial sales.

24.6 The Supplier shall supply the publications and the bibliographic information to the legal deposit libraries as part of fulfilling its legal deposit obligations as set out in Paragraph 23.7 of this Schedule 2.1.1.

24.7 The Supplier shall manage the Legal Deposit of legislation sending one print copy 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; and
(f) National Library of Wales.

24.8 The Supplier shall supply bibliographic information to potential retail outlets (both physical and virtual) for the publications to maximise sales opportunities as part of its new business activities set out in Schedule 3 (*Business Development*).

24.9 The Supplier shall include the additional bibliographic information it compiles as part of the various issue lists described in Paragraph 24 of this Schedule 2.1.1.

24.10 The Supplier shall provide an experienced bibliographic team who shall 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.

25 ISSUE LISTS

25.1 The Supplier shall 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.

25.2 The Supplier shall arrange the Daily Issue List by type of publication and within that items ordered either alphabetically or numerically and shall provide a subject index to the secondary legislation at the beginning of the list.

25.3 The Supplier shall make list information available as structured data for parsing and ingestion by the editorial system. This requirement will continue until the Editorial System is directly integrated with the Publishing System at which point the requirement will be obsolete.

25.4 The Supplier shall undertake improvements to the creation of the issue lists, for example further automation, at the direction and approval of the Authority. The Supplier shall

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charge for these improvements through the mechanism of Developer Day(s) as set out in Paragraph 3 of this Schedule 2.1.1 or through the mechanism of Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

25.5 The Supplier must prepare and publish Annual Issue Lists of the publications by jurisdiction. These lists must include a numerical list of the legislation issued and an index of subjects. The Annual Lists will include sections for:

25.6 Primary legislation and explanatory publications – full records arranged alphabetically;

25.7 Secondary legislation – full records arranged alphabetically under subject headings;

25.8 Lists of statutory instruments by number with associated subject headings; and

25.9 Lists of statutory instruments with subsidiary numbers including alphabetical indexes.

25.10 The Supplier may also prepare a monthly list of the publications.

25.11 The Supplier may, on the payment of an appropriate fee, make the monthly lists available singly or on subscription, and the Annual List available singly or on subscription/standing order.

26 REQUIREMENTS TO PROVIDE SUPPORT FOR THE WELSH LANGUAGE

26.1 The Supplier shall provide support for the Welsh language so that it can deliver against the requirements set out in Paragraphs 26.2 to 26.4 and for the avoidance of doubt recognises that adherence to the provisions of Paragraphs 26.2 to 26.4 are conditions of this Agreement

26.2 The Supplier recognises and accepts that Legislation.gov.uk is a dual language website with navigation, features and content in English and Welsh.

26.3 The Supplier recognises and accepts that the legislation made by the National Assembly for Wales is published in both English and Welsh.

26.4 The Supplier recognises and accepts that The Authority's aim is to give full parity to the Welsh language on the legislation.gov.uk website.

26.5 The Supplier shall therefore support the Authority to deliver the Welsh language version of legislation.gov.uk by having regard to the needs of Welsh language service users when maintaining and developing the services and to the objective of providing parity for the Welsh language.

26.6 When discussing a website content or functionality change, the Supplier shall analyse the change being made and ensure that the Welsh language requirements are identified and highlight to the Authority the scope for translation.

26.7 The Supplier shall provide translation services from English to Welsh to support the delivery of services in the Welsh language.

26.8 The Supplier shall charge The Authority for translation into Welsh and vice versa as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

27 HARDCOPY (PRINT) PUBLISHING

27.1 The Supplier recognises and accepts that there are both prerogative and statutory requirements on the Queen's Printer of Acts of Parliament and the Queen's Printer for Scotland, who is also the Keeper of Public Records and Chief Executive of The National Archives.

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27.2 The Supplier recognises and accepts that not all legislation is required to be printed but where there is requirement to print, the Supplier shall fulfil this requirement under the terms of this Agreement.

27.3 The Supplier recognises and accepts that legislation that requires printing includes, but is not limited to, the following:

(a) All 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.

27.4 The Supplier shall integrate its printing service to the Publishing System API in order to access print PDFs of new legislation that are produced by the Publishing System.

27.5 The Supplier shall ensure that all printed copies comply with the print specifications set out in Annex A of this Schedule 2.1.1. Any changes to these print specifications shall be approved by the Authority before any change is implemented.

27.6 The Supplier 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 A of this Schedule 2.1.1.

27.7 The Supplier shall produce print copies according to the publishing timings set out in Paragraph 19 of this Schedule 2.1.1 unless government users specify a later publishing date in through the Publishing System.

27.8 The Supplier shall 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.

27.9 For new legislation, the Supplier shall make print ready PDFs available via the Publishing System, subject to the manual interventions set out in Paragraphs 16.11 and 16.12 of this Schedule 2.1.1.

27.10 The Supplier shall quality assure print products at all stages of production.

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28 PUBLICATION, ORDER PROCESSING AND DISTRIBUTION

28.1 The Supplier recognises and accepts 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 Supplier deems viable.

28.2 The Supplier shall print and supply any item of legislation to any customer where it has the appropriate print PDF to produce the printed product.

28.3 The Supplier shall fulfil all orders for printed legislation and any ad hoc requests for print copies through a Print on Demand service as specified in Paragraph 35 of this Schedule 2.1.1.

28.4 The Supplier shall assess the market demand for printed publications and estimate the optimum print runs, handle reprints, and manage stocks.

28.5 The Supplier shall 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; and
(h) Any agreements with commercial retailers or other third parties.

29 CUSTOMER SERVICE

29.1 The Supplier shall 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.

29.2 The Supplier shall provide a Parliamentary Hotline/Urgent line for the Houses of Parliament, key government departments and customers to enable the immediate processing of an order.

29.3 The Supplier shall handle all customer enquiries to provide information on the titles published, their price and availability, and how to order and shall handle all complaints related to print production and print sales.

29.4 The Supplier's contact centre shall be available as a minimum from 8:00 to 18:00 Monday to Friday, excluding bank holidays.

29.5 The Supplier shall ensure an automated response is sent to customer queries received via email to confirm receipt.

29.6 The Supplier shall use an Automated Call Distribution System for customer queries received via web chat, and shall collect data on KPIs, chat volumes, chat lengths, wait times and abandon rates, which it shall provide to the Authority on request.

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29.7 The Supplier shall accept payment via all major credit/debit cards, cheque, BACS or via a pre-authorised invoicing account, or as otherwise agreed with the Authority.

29.8 The Supplier shall ensure that all payments are securely processed regardless of the sales channel used.

29.9 The Supplier shall process requests for new standing orders, account amendments and cancellations within two working days of receipt of the request, and shall process urgent requests made by phone immediately.

30 CUSTOMER COMPLAINTS

30.1 The Suppliers' Customer Complaints procedure shall be submitted to the Authority for approval 28 days from the commencement of this Agreement for approval. If not approved, the Supplier shall revise and re-submit for approval to the Authority within 10 working days.

30.2 The Supplier shall respond to Complaints within one working day, and resolve them within three working days.

30.3 The Supplier shall provide to the Authority, on request, statistics of complaints received regarding publication and order fulfilment

30.4 The Supplier shall handle enquiries and complaints by phone, email, web chat, post, fax, social media, and Typetalk.

30.5 The Supplier shall provide to the Authority, on request, statistics of complaints received regarding publication and order fulfilment.

31 RECORD COPIES

31.1 The Supplier shall supply print copies for legal deposit as follows:

(a) The Supplier shall supply print (and electronic) copies of all publications produced under this contract to the legal deposit libraries, in order to meet the statutory requirement set out in the Legal Deposit Libraries Act 2003 and the regulations made under that Act;

(b) In the case of libraries which are entitled to copies only on specific claim, the Supplier shall 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;

(c) The Supplier shall 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

(d) The Supplier shall ensure that electronic copies of all legislation that is published but not printed (eg. Non-print Statutory Instruments) are sent to the legal deposit libraries.

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31.2 The Supplier shall 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 the National Assembly of Wales	2 record copies of every Act to the National Assembly of Wales
UK, Welsh and Scottish SIs	2 Principal Copies to the Privy Council (one signed and one unsigned) which are included in the allocation of 10 free SIs provided to Departments
Acts of the Scottish Parliament	1 copy to the Keeper of Records of Scotland
Acts of the Northern Ireland Assembly	2 copies that are signed by the Presiding Officer 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).

31.3 Copies for the Authority (provided and delivered free of charge) as follows:

(a) A copy of all printed legislation, including Correction Slips and Explanatory Notes, to be sent on a monthly basis;
(b) Two copies of the Annual Chronological Tables of Statutes; and
(c) One copy of each set of the Annual Bound Volumes and Editions.

32 BOUND VOLUMES

32.1 The print requirements to be delivered by the Supplier 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.

32.2 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.

32.3 The Supplier shall 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.

32.4 The Supplier shall carry out the additional manual interventions for each Volume type as set out in Annex A to this Schedule 2.1.1.

32.5 The Supplier shall 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.

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32.6 The Supplier shall 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 Supplier if there is a demand for them. During the four year retention period the Supplier shall provide printed copies when requested by a customer.

32.7 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall complete the backlog of publications of Annual Bound Volumes and Annual Editions.

32.8 During the Implementation Period, to deadlines approved by the Authority, the Supplier shall create a plan, for approval by the Authority, for improving automation and efficiency in the publication of Annual Bound Volumes and Annual Editions.

32.9 The Supplier shall employ an editor to identify efficiencies in the printing of Annual Bound Volumes and Annual Editions.

32.10 The Supplier shall actively promote Annual Bound Volumes and Annual Editions and seek new routes to market and sales opportunities

33 CHRONOLOGICAL TABLES

33.1 The Supplier shall produce the Chronological Tables of Statutes annually to the specifications set out in Annex A to this Schedule 2.1.1. The Chronological Tables of Statutes shall 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.

33.2 The Supplier shall 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 Supplier shall be given copy created by the Northern Ireland Statutory Publications Office.

33.3 The Supplier shall print and distribute new editions of the Chronological Tables and Cumulative Supplements.

33.4 The Supplier shall seek to automate the creation and production of Bound Volumes using the Core Reference Dataset and RDF effects data, in collaboration with the Authority.

33.5 For the Chronological Table of Statutes, the Supplier shall:

(a) Create and typeset covers and preliminary pages;
(b) Convert Word files into Print PDFs; and
(c) Ensure the consecutive numbering of pages through all volumes

33.6 The Supplier shall promote Chronological Tables and Cumulative Supplements to potential customers and seek new routes to market.

33.7 The timetables for delivery of the Chronological Tables is as set out in Paragraph 32.5 of this Schedule 2.1.1.

34 ACCESSIBILITY

34.1 The Supplier shall comply with current accessibility guidelines, which shall include ensuring that print publications are made available on demand in alternative formats such as Braille, large print, easy read and audio editions as described in https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats.

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34.2 Where alternative formats are required, the Supplier shall obtain quotations for providing the format required, for the approval of the Authority. If approved, the Authority shall raise a purchase order and the Supplier shall charge the Authority for the format required at cost.

34.3 The Supplier shall 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.

35 PRINT ON DEMAND

35.1 The Supplier shall fulfil ad hoc requests for print copies by providing a print on demand facility. This facility shall include the supply of any printed publication including the back catalogue of legislation documents which are not currently on legislation.gov.uk., to be printed to 1200 dpi.

35.2 The Supplier shall 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.

35.3 The Supplier shall produce CLML versions of Print of Demand documents where possible.

35.4 If a customer requires black and white documents through the Print On Demand service, the Supplier shall dispatch them the following working day.

35.5 If a customer requires colour documents through the Print On Demand service, the Supplier shall dispatch them within 48 hours.

36 CHARGING FOR PRINT COPIES

36.1 The Supplier shall provide print copies of legislation and explanatory documents, bound volumes and Chronological Tables of the Statute, based on the prices set out in Schedule 8.1 (*Royalties, Payments, Charging and Invoicing*).

36.2 The Supplier shall be able to increase the sale price of printed items, as approved by the Authority, in accordance with Schedule 8.1 (*Royalties, Payments Charges and Invoicing*).

37 MANAGE THE HOSTING OF THE PLATFORM IN THE CLOUD

37.1 The Supplier recognises and accepts that the Platform has been migrated to the cloud largely using an Infrastructure as a Service approach and for the avoidance of doubt recognises that adherence to this approach is a condition of this Agreement

37.2 Supplier shall manage the hosting of the Platform in the cloud.

37.3 The Supplier recognises and accepts that the Authority shall procure cloud hosting provision, and that the Supplier shall be provided with accounts details to manage the hosting of the Platform in the cloud.

37.4 The Supplier recognises and accepts that the commodity cloud hosting provider may change during the term of this Agreement term.

37.5 The Supplier shall help the Authority to procure the services of a commodity cloud hosting provider by providing technical details about the needs of the Platform in terms of its cloud hosting provisioning.

37.6 The Supplier shall automate the configuration, deployment and operation of the Platform in the cloud and fully maintain automated scripts for managing the Platform.

37.7 The Supplier shall provision the infrastructure to enable continuous integration with automated deployment of new releases

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37.8 The Supplier shall ensure controls and mechanisms are in place to effectively manage Platform costs, for example by using technologies such as CloudWatch to monitor the Platform and alerting the Authority of any issues that impact the performance or cost of the services.

37.9 The Supplier shall provide the Authority with recommendations to achieve savings in its cloud hosting costs. The Supplier shall charge for any resulting additional work to achieve the recommended savings by using the mechanism of Developer Days as set out in Paragraph 3 of this Schedule 2.1.1 or through Day Rates as set out in Schedule 8.1 (Royalties, Payments, Charges and Invoicing)

37.10 The Supplier shall meet changes in demand, for example by using auto-scaling, without any impact on end users.

37.11 The Supplier shall proactively identify for the Authority areas for development of the Platform for that would benefit from a different approach to better take advantage of cloud provisioning and which could deliver savings in hosting costs or improve performance. These shall include but not be limited to:

(a) Spend management
(b) Setting maximum limits on auto-scaling groups
(c) Scheduling
(d) Continuous monitoring in changes of solutions
(e) Optimization

38 ENABLE DEVELOPMENT AND TESTING OF THE PRE-LIVE VERSIONS OF THE PLATFORM

38.1 The Supplier must enable development and testing of pre-live versions of the Platform and recognises and accepts that the Platform is often being developed under the direction of the Authority working in an Agile way.

38.2 The Supplier shall provide and maintain a hosting solution that enables the routine development and testing of the Platform, and supports working in an Agile way, for use by the Authority's Service Owners and other team members including developers. This shall include:

(a) a secure Test environment in the cloud for function testing and regression testing
(b) a secure Staging environment in the cloud for operational acceptance testing, user acceptance testing, regression, and performance and penetration testing
(c) Additional testing environments in the cloud as required by the Authority

39 ENSURE RELIABILITY, AVAILABILITY AND RESILIENCE OF THE LIVE SERVICES

39.1 The Supplier shall provision the live environment to ensure that it performs consistently well with high reliability, availability and resilience within a set of hosting cost thresholds that shall be approved by the Authority.

39.2 The Supplier shall make effective use of the ability to scale the infrastructure (automatic scaling and manual interventions where necessary) to handle variations in demands on the Platform and to minimise hosting costs.

39.3 The Supplier shall produce and implement a Strategy, for agreement by the Authority, for managing peaks in demand for legitimate load (for example harvesting of website data content by data users) and for mitigating the impact of denial of service attacks.

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39.4 This Strategy shall be delivered to the Authority within 28 days of the commencement of this Agreement and shall include, as a minimum, the following:

(a) Deploying auto-scaling solutions to ensure costs are kept to a minimum shall ensure that elements of the pre-live environments which are load balanced and horizontally scaled are reduced to the minimum number of instances in the pre-production environments.
(b) Automating the start-up and shutdown of all pre-production environments in order to keep costs to a minimum.
(c) Identifying time periods where one or more of the pre-live environments will not be in use and shall shut down environments while not in use, with the approval of the Authority.
(d) Maintaining the active-active load balancing model to ensure that the loss of one node from the system would not cause a failure
(e) Using clustered database servers to ensure the integrity of data and to provide redundancy in the event of server failure
(f) Scaling the infrastructure (automatic scaling and manual interventions where necessary) to handle variations in demands on the Platform and to minimise hosting costs
(g) Using AWS CloudWatch billing alarms (or similar) and alerting the Authority when monthly costs reach a set threshold determined by the Strategy Board.
(h) Recommendations to the Authority on how the Supplier can save costs, for example reducing the quality of instances running in a load balance group or reducing instance sizes.
(i) Producing and implementing a crawling strategy, for agreement by the Authority, for managing peaks in demand for legitimate load and for mitigating the impact of denial of service attacks

39.5 The Supplier shall set up, configure and maintain all cloud provided environments including operating systems for virtual machines and other software, by deploying upgrades, patches and fixes as necessary. The patching and deployment strategy shall be included in the Maintenance Roadmap.

40 BACKUP AND DATA RETENTION

40.1 The Supplier shall routinely, securely and rigorously backup all data, Platform builds, code, configurations and scripts.

40.2 The Supplier shall develop a backup and data retention policy for approval by the Authority which shall include, but not be limited to the following:

(a) The Supplier shall backup data to specific buckets within the Amazon Simple Storage Service (S3) or other service as approved by the Authority. The Supplier shall backup data on a daily basis outside of peak hours and shall undertake complete backups on a weekly basis, with further increments taken daily.
(b) After backups to the local region have completed, the Supplier shall copy these to a separate region and disaster recovery account.
(c) The Supplier shall create a backup of the media required for the platform where the media file is the primary source, for example enacted PDFs
(d) The Supplier shall retain backup copies of the access logs provided by CloudFront and the Elastic Load balancers in line with the above schedules
(e) The Supplier shall propose a retention policy, to be approved by the Authority, and shall delete backups no longer required.

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(f) The Supplier shall propose an appropriate location, for agreement by the Authority, for holding backups outside of the cloud environment.

(g) The Supplier shall maintain at least one backup outside of the cloud. Arrangements for this shall be detailed in the backup policy.

41 DISASTER RECOVERY CAPABILITY

41.1 The Supplier's Business Continuity and Disaster Recovery Plan, as required in Schedule 9.6 (*Business Continuity and Disaster Recovery*) shall include provision for virtual infrastructure hosting as approved by the Authority.

41.2 The Supplier shall manage the cloud solution from both the main account and from the disaster recovery account which shall be set up in a different AWS region to minimise the possibility of losing both at the same time

41.3 In the event that AWS is rendered completely unavailable, the Supplier shall initiate a recovery process to launch the platform with another hosting provider such as Azure, using backups the Supplier has saved outside of AWS.

41.4 In the event that AWS is rendered completely unavailable, the Supplier shall bring a working version of legislation.gov.uk back into service within two weeks and shall fully restore services including auto-scaling, automated deployments and full infrastructure within two months.

42 SECURITY IN A CLOUD CONTEXT

42.1 The Supplier shall draft, implement and follow a security policy that adheres to the government's cloud security principles (https://www.ncsc.gov.uk/guidance/implementing-cloud-securityprinciples). This shall be included in the Supplier's Security Plan as required in Schedule 2.5 (*Security Management*).

42.2 As a minimum this shall include that the Supplier ensures that:

(a) User data transiting networks are adequately protected against tampering and eavesdropping;

(b) Data at rest protection should be in place for sensitive data (for example, encryption);

(c) There is a separation between services to limit the scope of any security breach; and

(d) The Supplier shall ensure operational security processes are in place for:

i. Configuration and change management;

ii. Vulnerability management;

iii. Protective Monitoring; and

iv. Incident Management.

1.2 The Supplier shall manage incidents using ITIL processes and procedures, using automated monitoring to identify problems or incidents immediately.

1.3 The Supplier shall undertake Corrective Maintenance to ensure that all elements of the software are kept up to date and patched.

1.4 The Supplier shall use AWS CloudTrail to audit changes to the environment and to monitor unusual behaviour in the servers.

43 ACCESS CONTROLS

43.1 The Supplier shall ensure that the Authority has full access to the billing console, has view/read access to the live, staging and test environment infrastructure (including but not

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limited to server deployment scripts, running instances, data stores) and has full access to the development infrastructure.

43.2 The Supplier shall secure access to the cloud accounts/infrastructure ensuring that minimum levels of necessary access are given to authorised personnel only.

43.3 The Supplier shall secure administrative levels of access as its highest priority.

43.4 The Supplier shall secure access to the cloud accounts/infrastructure, ensuring that minimum levels of necessary access are given to authorised personnel only. The Supplier will agree with the Authority a list of individuals to have access to the console.

43.5 The Supplier shall establish an Identity and Access Management (IAM) Group to ensure that the Authority and all users maintain access in a secure way.

43.6 The Supplier shall grant developers and support engineers Business as Usual (BAU) access. This enables access to a Jump Host to allow for the viewing of internal servers and services via a web browser.

43.7 When further access to the system is required (for example releasing code, making changes to the environment or system inspection) the Supplier shall operate a Request for Access procedure, giving the user short term access to a more elevated permission set.

43.8 The Supplier shall provide the Authority with access to the AWS billing console with the appropriate security controls in place and shall provide the Authority with access to the live, staging and test environments.

43.9 The Supplier shall provide third party access to the development environment when required by the Authority, with the appropriate security controls in place.

43.10 The Supplier and the Authority shall follow an internal leavers' process to revoke console accounts when individuals leave the organisations.

43.11 The Supplier shall use appropriate authentication methods to access the virtual environment. For Linux based instances, the Supplier shall use TLS client certificates. For Windows instances, the Supplier shall use Amazon's default methodology which involves uploading a private key to the console to generate a time limited password. Access to both types of server will be restricted to a known set of IP addresses

43.12 The Supplier shall use approved credential storage software where credentials need to be stored electronically.

43.13 The Supplier shall create a billing access role within the AWS console and shall assign the Authority access the billing console.

43.14 The Supplier shall assist the Authority in the generation of cost reports by creating a tagging strategy for the architecture resources so that costs can be tracked at a detailed level, and by providing guidance to the Authority on how to utilise the console to create one off or scheduled reports.

44 PERFORMANCE AND COST OPTIMISATION

44.1 The Supplier shall optimise the cloud provisioning of the Platform to achieve a good level of performance and availability for users whilst helping to manage and ideally reduce the Authority's costs.

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44.2 The provisions of Paragraph 44.1 shall be achieved through planning, recommending the pre-purchasing of cloud services, right-sizing or recommending the development of parts of the Platform to move components to a PaaS or serverless architecture

44.3 During the Implementation Period the Supplier shall provide the Authority with recommendations for cost reductions. The Supplier shall monitor and assess the service and make recommendations for further savings to the Authority on a quarterly basis.

45 AID PORTABILITY BETWEEN CLOUD PROVIDERS

45.1 The Supplier shall recognise and accept that the Platform should be complete and operate in a largely self-contained way within the cloud infrastructure provided except for some pre-defined boundary points with external systems. For the avoidance of doubt the Supplier recognises and accepts that adherence to the provisions of this Paragraph 45.1 is a condition of this Agreement. The cloud hosting of any other internal systems used by the Supplier, for example to print, should be minimal in scope and leverage the services within the cloud infrastructure. As the cloud provider may change during the period of this Agreement, the Authority aims that the cloud hosting approach is provider/vendor neutral

45.2 The Supplier shall, wherever possible, use technologies that can be easily ported between commodity cloud hosting providers. If vendor specific technologies are used then the Supplier shall demonstrate to the Authority that the functionality could still be delivered using another providers or vendors cloud offering with a broadly comparable level of performance and cost before the vendor specific technology is approved for use by the Authority.

45.3 During the Implementation Period the Supplier shall provide a migration strategy document detailing the processes/steps required for the service to be moved to another cloud hosting provider. The Supplier shall keep this document up-to-date as new developments are introduced or the infrastructure changes. The document shall be reviewed by the Authority on an annual basis, at the end of each year of this Agreement.

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46 SCHEDULE 2.1.1. ANNEX A: PRINT SPECIFICATIONS FOR INDIVIDUAL TITLE REQUIREMENTS

46.1 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 – 96pp** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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 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 size and enclose with a belly band.	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:** Delete arrangement pages Typeset cover

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How provided	Page size	Colour	Stock	Finishing	Intervention required
			Over 31pp for Acts of the Scottish Parliament and Acts of the Northern Ireland Assembly Cartridge cover Vanguard Emerald Green 230 micron **Record copies of Act of the Scottish Parliament:** Goatskin Blue White parchment 160gsm **Record copies of Acts of the Northern Ireland Assembly** Goatskin Blue White parchment 160gsm	**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. **Acts of the Northern Ireland Assembly** 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.	

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

46.2 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

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How provided	Page size	Colour	Stock	Finishing	Intervention required
Word file provided	A4	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 Papago Steel Grey 160gsm	**1–2pp** Single leaf **2–4 pp** Single fold **8pp–96pp** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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	Typeset cover, where covers are required Add in the relevant Act number for ASPS and Acts of the Northern Ireland Assembly Incorporate the imprint, copyright, price, ISBN, barcode. For examples of how this must be done see www.legislation.gov.uk Proofs are not generally required

Formatting/covers for Acts

Drafters use a template to create the EN, but the Supplier 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

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How provided	Page size	Colour	Stock	Finishing	Intervention required
Print ready pdfs generated from the Publishing System. Sometimes typeset by the Supplier 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 Laid, 135gsm, Cartridge covers not applicable	**1–2pp** Single leaf **2–4 pp** Single fold **8pp–28pp*** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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 **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	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

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46.4 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

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How provided	Page size	Colour	Stock	Finishing	Intervention required
Word file provided	A4	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 Papago Steel Grey 160gsm	**1–2pp** Single leaf **2–4 pp** Single fold **8pp–28pp*** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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	Typeset covers, where covers are required Incorporate the imprint, copyright, price, ISBN, barcode and Crest For examples of how this must be done see www.legislation.gov.uk Proofs are not generally required

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46.6 Formatting and checks for Explanatory Memoranda Northern Ireland Orders in Council

Drafters use a template to create the EM, but the Supplier 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

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46.7 Acts of the National Assembly for Wales

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 Supplier 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	**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 **Record copies** Goatskin Blue White parchment 160gsm	**1–2pp** Single leaf **2–4 pp** Single fold **8pp–96pp** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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** These are any number of single leaves, enclosed by a wraparound cover (for larger Acts only), 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 and tied through the holes with a ribbon (Berisfords Colour No 9788), enclose by a band	Proofs to the Clerk to the National Assembly of Wales Typeset a cover, where covers are required. Incorporate the Royal Badge of Wales, imprint, copyright, price, ISBN, barcode For examples of how this must be done see www.legislation.gov.uk **For Official Print copies:** Incorporate the Royal Badge of Wales only

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46.8 Specifications for Explanatory Notes to Acts of the National Assembly for Wales

How provided	Page size	Colour	Stock	Finishing	Intervention required
English and Welsh tempated files received	A4	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 Papago Steel Grey 160gsm	**1–2pp** Single leaf **2–4 pp** Single fold **8pp– 96pp** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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	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 Typeset covers – generate the copy for the covers from the EN copy provided For examples of how this must be done see www.legislation.gov.uk Incorporate the , imprint, copyright, price, ISBN, barcode and Royal Badge of Wales

46.9 Formatting and checks for Explanatory Notes to the Acts of the National Assembly for Wales

Drafters use the Explanatory Note template, but the Supplier 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

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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–28pp*** Fold, inset, saddle stitch 2 non-rusting wires, trim 3 edges **96pp 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 perfect bind as required	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

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46.11 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	**End papers** -140gsm White Cartridge **Cases** – chipboard 2340 microns in thickness with a good stout paper hollow **Text:** Sovereign White Wove Recycled FSC mixed printing, 80gsm (archival quality) **Hard backed cloth: Arbelave Library Buckram 555 (green)**	Fold, gather and collate into 32 page sections for binding The Grain direction of cover material, chipboard and endpapers to run parallel to spine Cut and fold endpapers 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 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 Press books in French groove pressing boards overnight (or alternative means of ensuring ‘Firm’’ French grooves). Insert into rigid cartons fore-edge first in sets of 2 or 3 volumes Bind into the appropriate number of volumes	Organise the Welsh translation of the prelims through the Welsh Office Incorporate

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.

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46.12 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

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 Supplier creates these from the set of print pdfs. Additionally the Supplier typesets preliminary pages and re-numbers pages	A4	Black throughout or colour as included in the original legislation unless otherwise specified	**End papers** -140g/m^2 White Cartridge **Cases** – millboard 2340 microns in thickness with a good stout paper hollow **Text:** Sovereign White Wove Recycled FSC mixed printing, 80gsm (archival quality) **Soft cover:** Red Arbelave Library Buckram	Fold, gather and collate and deliver in bulk for subsequent binding. Collate volumes into sets The Grain direction of cover material, chipboard and endpapers to run parallel to spine. 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 Make cases of millboard with a stout paper hollow, full cover cloth with turn-ins not less than 13mm all round	Collating print pdfs, re-numbering pages, setting preliminary pages, incorporating tables, index and additional matter. Incorporating imprint, copyright, barcode, ISBN, price For examples of how this must be done see www.legislation.gov.uk Proofs are emailed to The National Archives

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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.			**Hardback cloth for Bound Volumes of UKPGAs** Arbelave Library Buckram shade 530 Red **Hardback cloth for Bound Volumes of Acts of the Scottish Parliament:** Arbelave Library Buckram shade 550 Blue **Hardback cloth for Bound Volumes of Acts of the National Assembly for Wales:** Arbelave Library Buckram shade 563 Green **Blocking foil:** equivalent to GM While's New Vap 403 Chemacs for blocking	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 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 **For Bound volumes of Public General Acts** The separate Tables and Indexes are printed, folded, gathered and collaged in sections of 32 pp Cover is printed in black on the outside, drawn on to each section sewn text Line spine with 1st lining of calico extending within 13mm of the head and tail and 25mm over each end paper (plus backing joint); Round and back; apply 2nd 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.

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46.13 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
The Supplier creates these from the set of print PDFs Additionally the Supplier typesets preliminary pages and re-numbers pages Copy for the prelims, Index and Tables are supplied as Word files	A4	Black throughout or colour as included in the original legislation unless otherwise specified	**End papers** -140gsm White Cartridge **Cases** – chipboard 2340 microns in thickness with a good stout paper hollow **Text:** Sovereign White Wove Recycled FSC mixed printing, 80gsm (archival quality) **Hard backed cloth:** Arbelave Library Buckram 575 Brown Blocking foil: equivalent to GM While's New Vap 40 (gold) Chemacs for gold blocking of spine	Fold, gather and collate in 32 page sections for binding The Grain direction of cover material, chipboard and endpapers to run parallel to spine Fold, gather and collate flat sheets, section sew without tapes, cut, fold and tip onto endpapers Glue spine, trim 3 edges, round and back. 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.	Collating print pdfs, re-numbering pages, setting preliminary pages, incorporating tables, index and additional matter. Incorporating imprint, copyright, ISBN, barcode, price Proofs are emailed to the Northern Ireland Statutory Publications Office

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How provided	Page size	Colour	Stock	Finishing	Intervention required
				Make cases of chipboard and cover whole in brown book cloth 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. Insert books into rigid book carton fore-edge first. Blocking area is approximately 80 sq cm on spine (9 lines)	

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.

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46.14 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.

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46.15 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.

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46.16 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.

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46.17 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

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46.18 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 Supplier shall seek to automate the creation and production of Bound Volumes using the Core Reference Dataset and RDF effects data, in collaboration with the Authority.	Royal Octavo (235mm x 152mm)	Black unless otherwise specified	Rigid book cartons **Text:** – Sovereign white wove recycled FSC mixed printing 70gsm archival quality **Cloth:** – Redbridge Buckingham Black Shade Chemacs and crusher panels from spine blocking. Millboard 2.3mm thick **End papers:** – White Cartridge 140gsm.	Fold, gather and collate The Grain direction of cover material, chipboard and endpapers to run parallel to spine 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 Panels case with 3mm squares at head and tail and 4mm square at fore-edge and French grooves	Create prelim pages and turn finalised Word files into pdfs for printing Renumber pages to run consecutively throughout all volumes Insert cover price, copyright, imprint, ISBN and barcode

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How provided	Page size	Colour	Stock	Finishing	Intervention required
				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 Bind into the appropriate number of volumes	

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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	**Endpapers:** – 140gsm white cartridge **Cases:** – millboard of not less than 2.3mm with a stout paper hollow **Text:** – Sovereign White wove recycled FSC mixed printing 80gsm (archival quality) **Cover cloth for UK SIs:** – Ratchford Reflections Nightshade **Cover cloth for SSIs: – Arbelave Library Buckram Shade 532 Claret** Chemacs for spine blocking and carton labels	Fold, gather and collate into 32 page sections for binding The Grain direction of cover material, chipboard and endpapers to run parallel to spine 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 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. Make cases of millboard. 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 Press books in French grooves pressing boards overnight in standing press (or other means of ensuring ‘Firm’ French grooves. Insert into book cartons, fore-edge first, in sets of 3 volumes.	Incorporate additional materials, include barcode, copyright, ISBN, imprint and price. For examples of how this must be done please see www.legislation.gov.uk Copy for prelim papers will be provided by TNA.

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.

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SCHEDULE 2.1.2: SERVICE DEVELOPMENT AND INNOVATION

1 DEVELOP THE SERVICE ACCORDING TO THE GDS SERVICE DESIGN MANUAL PRINCIPLES AND PRACTICES

1.1 The Supplier recognises and accepts that the Authority is committed to the ongoing improvement and development of the legislation.gov.uk Platform, as the Authority resources allow and at the Authority's sole discretion.

1.2 The Supplier accepts that the Authority has to ensure that the Platform meets users' needs as well as having the capability to respond to an ever-evolving legislative environment and context but cannot commit to any minimum level of development funding over the Term of this Agreement. For the avoidance of doubt the Suppliers recognises and accepts that that adherence to the provisions of Paragraphs 1.1 and 1.2 are conditions of this Agreement.

1.3 The Supplier shall charge the Authority for Service Development through the mechanism of Day Rates as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

1.4 The Supplier shall flexibly scale up and scale down its development team in relation to the Authority's budget, needs and priorities, ensuring that it provides developers with the experience, skills and ability to deliver service development to the quality standards and timeframes as required by the Authority.

1.5 The technical capability provided by the Supplier (that shall include but not be limited to a technical architect, developers, delivery manager), to develop each of the products in the Platform according to the Product Roadmaps set by the Authority, shall have the demonstrable expertise, experience and capability to deliver to the quality standards and timeframes as required by the Authority.

1.6 Should the technical capability not deliver against the quality standards and timeframes as required by the Authority, the Technical Lead shall take such action as is required to rectify this.

1.7 If there is short term resource shortfall, the Supplier shall employ contractors with appropriate technical skills, experience, and the relevant domain knowledge, subject to the approval of the Authority.

1.8 The Supplier shall appoint a Service Manager for each product or service to work with the Authority's Service Owner. The Supplier's Service Managers shall be responsible for the day to day delivery of the service, working with the Authority's Service Owners to identify and plan for improvements. The Supplier's Service Managers shall be supported by the Technical Lead.

1.9 The Supplier recognises and accepts that the Authority is required to adhere to the practices and principles set out in the GDS Technology Code of Practice and the GDS Service Design Model when developing the Platform.

1.10 The Supplier recognises and accepts that the scope of this Agreement includes the development of the Platform including the existing legislation.gov.uk website but it does not include the development of a new front-end for legislation.gov.uk.

1.11 If required by the Authority, the Supplier shall support the development of a new front-end by advising on the technical feasibility of the proposed designs, extending the existing legislation.gov.uk API to support features for a new front-end or integrating components for a new front-end into existing pipelines.

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1.12 The Supplier shall develop the Platform according to the Government Digital Service (GDS) Service Design Manual principles and practices as set out at the following link and periodically updated: https://www.gov.uk/service-manual. For the avoidance of doubt the Supplier recognises and accepts that delivery against these principles and practices are a condition of this Agreement.

1.13 The Supplier shall ensure that service development meets the needs of user groups as set out in Paragraph 1.14 below, and for the avoidance of doubt recognises and accepts that adherence to the provisions of Paragraph 1.10 is a condition of this Agreement.

1.14 The Supplier recognises and accepts that users of the Platform broadly fall into the following categories:

(a) Non-legally trained professionals (for example environmental health officers, police officers, head teachers) who use legislation.gov.uk to consult and cite the legislation relevant to their professions, and who do not have access to commercial legal information services.
(b) Legal professionals (for example a law librarian, judge, barrister, or government lawyer) who use legislation.gov.uk to research the legislation relevant to a particular case and cite or quote very specific provisions very exactly (at a point in time, for a specific part of the country for example).
(c) Citizens challenging a decision who use legislation.gov.uk, often by arriving directly from a search engine, to read the texts of legislation and strengthen their arguments, though often without a clear understanding about how legislation is framed or how the law works.
(d) Academics who use the research service to research how the statute works as a whole system, for example to understand how the law is evolving and provide evidence for research papers and journals.
(e) Parliamentary Counsel (lawyers responsible for drafting legislation) who use drafting tools to produce law that is correctly laid out and properly formatted according to all the conventions and rules, and who use the publishing service to register and publish new legislation.
(f) Government departmental officials, for example an official in the Department for Exiting the European Union who needs a legislation platform capable of managing the on-shoring of the Acquis Communautaire so that it is clear which laws apply in the UK upon our leaving the EU, and in a form that can be easily researched, edited and amended.
(g) Legislation editors (someone working at The National Archives or with one of our partners) who use the editorial service to identify and capture legislative amendments, apply them and publish them onto legislation.gov.uk.

1.15 The Supplier shall advise the Authority about how best to continuously measure how each of the services is performing and shall deploy the capability to analyse service performance data.

2 SUPPORTING THE AUTHORITY TO MEET THE GDS TECHNOLOGY CODE OF PRACTICE

2.1 The Supplier shall ensure that it takes such action as is required to understand the GDS Technology Code of Practice as set out, and updated from time to time at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice, and shall actively support the Authority to adhere to the requirements, principles and practices it sets out.

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2.2 When developing the Platform the Supplier shall work with the Authority to:

(a) Define user needs, aims and capabilities by identifying any risks to introducing or changing the technology and making sure the necessary skills to deliver, use and manage the technology are in place. This may include but not be limited to identifying non-functional requirements which are appropriate to the user personas set out in Paragraph 1.14 of this Schedule 2.1.2, taking into account the devices and browsers used as well as the speed of internet connection.

(b) Make things interoperable by using open standards and complying with those that are compulsory for use in government, using RESTful APIs for integration between parts of the Platform.

(c) Make things open by following the Open Data principles for publishing public data; making sure that users of transactional services have access to and control over data held about them; giving equal consideration to free or open source software when selecting technology and making all new source code open by default.

(d) Make things secure by keeping user and government data and systems safe.

(e) Adopt cloud first by evaluating potential public cloud services before considering alternatives.

(f) Make things accessible by making services and systems compliant with EN 301 549 and following accessibility guidance; involving users with a range of impairments in user testing as the Supplier develops services and systems.

(g) Share and reuse services, information, data and software components by using commodity services such as cloud hosting where available; using common government solutions.

3 REQUIREMENTS TO USE AGILE METHODS AND FOR A PHASED APPROACH TO DELIVERY

3.1 The Supplier shall follow and use an Agile approach, as approved by the Authority, when working with the Authority to develop and maintain the Platform and services.

3.2 The Supplier shall adopt reflective practice and shall review with the Authority the use of Agile methods for developing the Platform in the Implementation Period and thereafter every six months. These reviews should identify actions (which shall include but not be limited to, joint training courses with the Authority's team, or shared Agile coaching) the Supplier will take to improve the combined team's Agile practice.

3.3 The Supplier shall follow the Discovery (called **"Explore"** by the Authority), Alpha, Beta, Live design phases when developing product enhancements.

3.4 The Supplier shall work with the Authority's Service Owners to establish Agile project teams with the necessary skills as recommended in the GDS Digital Service Standard.

3.5 The Supplier shall provide collaboration tools for capturing and managing stories and for all team members to work on related documents. All data held in the collaboration tools will be owned by the Authority. The Supplier shall ensure the Authority retains access to the data even if the tools are changed in any event.

4 USER RESEARCH AND PROTOTYPE DEVELOPMENT

1.5 The Supplier shall provide the capability to undertake user research, including understanding users, user needs and ongoing research about the effectiveness of the services. This may be carried out internally or by using external providers, as approved by the Authority.

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4.1 During Explore and Alpha phases, the Supplier shall develop prototypes for product enhancements and then ensure these prototypes are iteratively tested with users.

4.2 For any public facing website development, the Supplier shall aid the Authority by conducting user research for each of the design phases, adapting the product quickly to respond to changing user behaviours. Alpha phase designs must be prototyped and tested. Beta and Live developments must be tested with real users.

4.3 The Supplier shall use techniques such as A/B testing, user interviews, observations and analysing user journeys.

4.4 The costs of meeting the provisions of this Paragraph 4 shall be borne by the Authority. The Supplier shall obtain the necessary cost quotes to be approved by the Authority in advance; the Authority shall not be liable for any expenditure by the Supplier which has not been so agreed.

5 SPECIFIC REQUIREMENTS TO HAVE REGARD TO ESTABLISHED PATTERNS

5.1 The Supplier shall follow the established patterns of user experience design in use across the legislation.gov.uk Platform. This shall include, but not be limited to, the table of contents interaction, or the stepped tasks in the Publishing System and Editorial System.

5.2 When refining or developing the Platform the Supplier shall have regard to the Authority's Developers' Guide and established GDS user experience design patterns.

5.3 The Technical Lead shall ensure its staff members working on the platform have had suitable training with regard to design patterns.

5.4 During the Implementation Period, the Technical Lead shall ensure the Supplier reviews legislation.gov.uk, the Editorial System and the Publishing System, to identify any divergences from the established patterns. The Supplier shall then produce a written report, including recommended changes, for the approval of the Authority.

5.5 When introducing new data Endpoints to the system or improving existing endpoints, the Supplier shall follow the Authority's approved approach to URI construction, ensuring these are both consistent and hackable.

5.6 If the Supplier introduces updates which affect either the User Interface or to implement the design patterns as laid out in the Authority's Developers' Guide, the updates will be reviewed by the Technical Lead and approved by the Authority.

6 ENSURING THAT DEVELOPMENTS OF THE WEBSITE MEET ACCESSIBILITY STANDARDS

6.1 The Supplier shall ensure the Platform is developed in accordance with the WCAG 2.0 guidelines.

6.2 The Supplier shall assign personnel to product development teams who have a thorough understanding of the accessibility requirements of a government digital service and produce work that adheres to industry good practice.

6.3 The Supplier shall ensure all developments have regard to the needs of users accessing the services using assisted technology such as screen readers, screen magnifiers and speech recognition software.

6.4 The Supplier shall participate in accessibility audits and reviews of the legislation.gov.uk Platform.

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6.5 For drafting tools that are managed by the Supplier, the Supplier shall improve the tool to enable the routine creation of alternative text for images and formulae, as part of Corrective Maintenance.

6.6 Throughout the Term, the Supplier shall isolate new occurrences across the Platform where the alternative text for images and formulae has not been provided by the drafter.

7 DEVELOPING THE PLATFORM

7.1 During any development of the Platform the Supplier shall work in a pre-production environment that mirrors the live Platform.

7.2 The Supplier shall adopt, follow and use, wherever applicable, a Test-Driven Development approach to developing the Platform in accordance with Schedule 2.1.3 (*Testing Procedures and Release Management*).

7.3 The Supplier shall deploy software developments regularly, following as closely as possible a continuous integration approach to development and releases, in accordance with Schedule 2.1.3 (*Testing Procedures and Release Management*)

7.4 The Supplier shall have regard to the Authority's Developer Guide for developments to the Platform.

7.5 The Supplier shall use progressive enhancement when designing and developing browser based front end services.

7.6 The Supplier shall design for the most commonly used browsers and devices, and use best endeavours to ensure compatibility with mobile technology.

7.7 The Supplier shall ensure that code deployed through the pre-live environment is managed using a version control system as approved by the Authority.

8 REQUIREMENTS FOR PRODUCING CODE

8.1 The Supplier shall produce source code and documentation to a consistently high standard, as required and approved by the Authority. This shall include the Supplier peer reviewing code weekly or as otherwise approved by the Authority as part of the development lifecycle.

8.2 Where there is a published coding standard for a framework used in the Platform, for example Drupal, the Supplier shall use this standard for those elements of the code. Where the Government Digital Service has published a coding standard for the language in use, the Supplier shall adopt the GDS standard.

8.3 The Supplier shall use Continuous Integration as part of its Agile Development practice for immediate feedback on code development progress.

8.4 The Supplier shall use secure coding techniques such as OWASP Proactive Controls (https://www.owasp.org/).

8.5 The Supplier shall manage software configuration, for example by using software configuration tools and build scripts and where appropriate, using NodeJS task runners and shell scripts to configure the platform. The Supplier shall use automated deployment and configuration for large-scale projects, where practicable.

8.6 The Supplier shall actively manage dependencies between software components and libraries, using a dependency management tool.

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8.7 The Supplier shall adopt a Test Driven Development approach to developing code wherever possible.

8.8 The Supplier shall write, maintain and run XSpec tests as a routine part of developing the Platform, for developments using the XML technology stack (including XQuery and XSLT).

8.9 Where XSpec is not appropriate the development team will write and run unit tests in a format expected for the language the code is written in (Junit for Java, simpletest for PHP, QUnit for JavaScript.

8.10 The Supplier shall document code to the standards required by the Authority, including by describing the responsibility of different components and their interactions (this shall include but not be limited to code comments, tests, README files and version control commit messages) so that all legislation systems can be supported (including by third parties) and to facilitate further system development by the Supplier or by other developers.

8.11 The Supplier shall store and manage source code in a version control system approved by the Authority, such as GitHub.

8.12 The Supplier shall ensure that version control facilitates are adequately managed to allow rapid roll-back of the production environment to a previous stable version in the event that issues are found with a new release.

8.13 The Supplier shall, so far as is possible, code in the open by placing source code in a publicly available source code repository and shall submit a coding in the open plan to the Authority, for review and approval. This shall include the Supplier reviewing and changing internal practices as necessary.

8.14 In order to promote code re-use the Supplier shall identify where individual components can be maintained as separate projects in repositories to allow for standalone release, use and re-use.

8.15 The Supplier shall ensure that code is released under the licences specified by the Authority.

8.16 The Supplier shall maintain the public legislation GitHub repository https://github.com/legislation, and other public repositories approved by the Authority, to provide access to relevant components of the Platform code to enable data re-use and integration by third parties.

8.17 The Supplier shall test and check code by testing functional specifications, technical specifications, conducting code unit tests, code reviews, test strategies, system test scripts, SEO testing, regression testing, load test reports, penetration tests, and project audits, as set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

8.18 Following development of a feature, the Supplier shall release the source code from the development environment to the test environment for the Supplier's QA team for system and regression testing, as set out in Schedule 2.1.3 (*Testing Procedures and Release Management*).

8.19 The Supplier shall actively engage with and support any code reviews that may be carried out by the Authority or by a third party appointed to act on the Authority's behalf.

9 REQUIREMENTS TO PARTICIPATE IN SERVICE ASSESSMENTS

9.1 At the request of the Authority, the Supplier shall participate in the Authority's Service Assessments for each of the products and any GDS Service Assessment that may be carried out. This shall include ensuring that the Supplier personnel participate in Service Assessments as required by the Authority.

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SCHEDULE 2.1.3: TESTING PROCEDURES AND RELEASE MANAGEMENT

10 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Component"	any constituent parts of the infrastructure for a Service, hardware or Software;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue"	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
"Test Issue Management Log"	a log for the recording of Test Issues;
"Test Plan"	a plan: for the Testing of Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Test Strategy"	a strategy for the conduct of Testing;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test;
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule;
"User Acceptance Testing"	Tests carried out by the Authority to ensure that functionality provided meets specified requirements.

11 TESTING OVERVIEW

11.1 The Supplier shall agree with the Authority the testing approach to be adopted for routine changes or for any specific projects or development. The requirements specified under Paragraph 3 of this Schedule 'Routine Testing' shall apply unless otherwise agreed by the Authority. The testing approach will be determined by the scale of the change and the way in which the development work will be managed.

11.2 For significant changes to platforms the Authority may require the Supplier to create a Test Strategy and Test Plan.

11.3 The Supplier shall not submit any Deliverable for Testing to the Authority:

(a) unless the Supplier is reasonably confident that it will satisfy the Authority's User Acceptance Testing;
(b) all changes have been subject to the Supplier's internal testing procedures, including regression testing and XSpec tests

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11.4 The Authority will conduct User Acceptance Tests for all development work. All changes to the platforms will need to be approved by the Authority before they can be released to a live environment.

11.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure (Schedule 9.3) using the Expedited Dispute Timetable.

12 ROUTINE TESTING

12.1 Before submitting any Deliverables for User Acceptance Testing by the Authority the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

12.2 The Supplier shall provide a hosting solution that enables the routine development and testing of the Platform for use by the Authority's Service Owners and other team members including the developers as set out in Schedule 2.1.1 (*Operate and Maintain*).

12.3 The Supplier shall adopt, follow and use, whenever applicable, a Test-Driven Development approach to developing the Platform as set out in Schedule 2.1.2 (*Service Development and Innovation*).

12.4 The Supplier shall recreate issues in the non-live environment, apply code fixes following coding best practices and test locally to ensure the fix is performing as expected.

12.5 The Supplier shall incorporate changes into the relevant code module which in the first instance shall be system tested in a local environment by the developer.

12.6 The Supplier shall conduct Unit Tests to cover code/functionality and shall continuously integrate Unit Tests to ensure other functionality is not adversely affected.

12.7 The Supplier shall write new test scripts or update existing script wherever needed.

12.8 Where applicable the Supplier shall run Selenium UI scripts to regression test user interactions.

12.9 The Supplier shall conduct preliminary testing to reveal simple failures severe enough to reject a prospective software release.

12.10 Where applicable, the Supplier shall run load tests to compare performance against baseline. The Supplier shall monitor resource usage and repeat the process following performance fixes.

12.11 Where appropriate, the Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification.

12.12 Where appropriate, the Supplier shall notify the Authority at least 10 Working Days in advance of the date that a release will be made including the agreed development work in readiness for the Authority's User Acceptance Testing.

12.13 The Supplier shall ensure the Authority has access to Testing environments reasonably necessary to allow full testing.

12.14 The Supplier shall supply full details of the work to be tested is made available to the Authority in advance of testing.

12.15 The Supplier shall provide copies of their Test documentation to the Authority for reference.

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12.16 The Authority will conduct User Acceptance Tests which may differ from those conducted by the Supplier and may raise Test Issues on the Test Issue Management Log in respect of any Testing.

12.17 The Authority will require the Supplier to resolve issues with any defective Deliverable before a Test Issue is closed.

13 XML TESTING

13.1 The Supplier shall maintain, enhance and formalise the XSpec unit tests which have been written to aid the maintenance of the Platform's application logic written in XSLT and XQuery.

13.2 The Supplier shall run XSpec tests to regression test changes to the Platform prior to each release, creating additional XSpec unit tests as necessary.

13.3 The Supplier shall ensure that all bug fixes relating to issues with the API have corresponding XSpec tests added to the batches to prevent further similar issues in future.

14 TESTING FOR AGILE PROJECTS

14.1 The Supplier shall adopt Test Driven Development for all Agile delivered projects.

14.2 The Supplier will conduct ongoing testing, including regression tests, XSpec tests and functionality testing during development.

14.3 The Supplier shall record relevant tests results and actions against the 'story' being worked on in the agreed Agile project management tool.

14.4 The Supplier shall make changes available for User Acceptance Testing and resolve any issues raised against the 'story'.

14.5 The Supplier shall only release changes to any platform following the 'story' being signed off and approved in the agreed Agile project management tool by the Authority.

15 TEST STRATEGY

15.1 Where the Supplier and Authority agree that a Test Strategy is required it shall be submitted to the Authority for approval before any development work is commenced and it shall include:

(a) the process to be used to capture and record Test results and the categorisation of Test Issues;
(b) the method for mapping the expected Test results to the Test Success Criteria;
(c) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
(d) the procedure to be followed to sign off each Test;
(e) the process for reporting and managing the Test Issue Management Log;
(f) the names and contact details of the Authority's and the Supplier's Test representatives;
(g) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
(h) the technical environments required to support the Tests; and
(i) the procedure for managing the configuration of the Test environments.

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16 TEST PLANS

16.1 Where the Supplier and Authority agree that a Test Plan is required it shall be submitted to the Authority for approval before any development work is commenced and it shall include:

(a) the relevant Test definition and the purpose of the Test, the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;
(b) the timetable for the Tests, including start and end dates;
(c) the Testing mechanism;
(d) dates for when Testing will be handed over to the Authority for User Acceptance Testing
(e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
(f) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
(g) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

17 TEST SUCCESS CRITERIA

17.1 All Supplier testing, including regression testing, XSpec Tests and functionality testing, shall be completed before work is released to the Authority for User Acceptance Testing.

17.2 For more substantial changes to the platform where it has been necessary to have a Test Strategy and Plan a Test Certificate will be issued to the Supplier (Annex 2) following all tests passing the Authority User Acceptance Testing and full sign-off.

18 TEST ISSUES

18.1 Where appropriate to the testing approach adopted, where Test Issues are identified, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log shall list Test Issues reflecting the Severity Level allocated to each Test Issue.

18.2 Where appropriate, the Supplier and Authority shall maintain in collaboration the Test Issue Management Log ensuring that its contents accurately represent the current status of each Test Issue at all relevant times.

18.3 Where appropriate, the Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure (Schedule 9.3) using the Expedited Dispute Timetable.

19 OUTCOME OF TESTING

19.1 Where appropriate, the Authority shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

19.2 Where appropriate, if the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:

(a) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;
(b) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority may extend the Test Plan by such reasonable period or periods

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as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing.

19.3 The issue of a Test Certificate shall not:

(a) transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable; or

(b) affect the Authority's right subsequently to reject: all or any element of the Deliverables to which a Test Certificate relates.

20 RELEASE MANAGEMENT

20.1 The Supplier shall operate a robust change control and release management process for all changes, fixes and patches to the Platform. This includes regression testing of changes using XSpec tests for the application framed in XQuery and XSLT.

20.2 The Supplier shall provision the infrastructure to enable continuous integration with automated deployment of new releases.

20.3 The Supplier shall work to the release schedule determined by the Authority from time to time.

20.4 The Supplier shall have the capacity to make an emergency release to the live platform at short notice, within one working day if directed by the Authority.

20.5 The Supplier shall manage changes (e.g. features or support calls) so that they can be released separately if required.

20.6 The Authority shall specify the scope of each release following sign off of the User Acceptance Testing.

20.7 The Supplier shall ensure the Authority has access to a Staging environment for final testing and approval prior to any release.

20.8 The Supplier will ensure that all code required for the full release is collected together in a branch and deployed to Staging for testing

20.9 The Supplier shall provide details of all changes included in each proposed release once the branch has been deployed to staging and make that information available to the Authority for review.

20.10 The Supplier shall fix issues uncovered in test and staging environments and shall release them for re-testing. If successful the Supplier shall release them to the staging environment again for further User Acceptance Testing.

20.11 The Supplier shall track dependencies between code on the different parts of the Platform.

20.12 The Supplier shall ensure that releases are deployed to all relevant parts of the Platform to ensure dependencies are properly managed.

20.13 The Supplier shall apply security patches within one week of release, at times this may require an emergency release to be agreed with the Authority.

20.14 The Supplier shall ensure that, before a release, a full back-up of the existing live setup is taken and stored on a timestamp area in case an emergency roll-back is required.

20.15 The Supplier shall label source code to ensure there is a roll back point in case of an emergency.

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20.16 The Supplier shall ensure that documentation is updated as part of every release. The Supplier shall build in a mechanism to the release management process to approve changes to the documentation and release updates at the same time as the code is released.

20.17 The Supplier shall ensure that API documentation is updated as part of the release management process.

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ANNEX 1: TEST ISSUES – SEVERITY LEVELS

Severity Level 1 Test Issue: a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss.

Severity Level 2 Test Issue: a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:

(a) causes a Component to become unusable;
(b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
(c) has an adverse impact on any other Component(s) or any other area of the Services.

Severity Level 3 Test Issue: a Test Issue which:

(d) causes a Component to become unusable;
(e) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
(f) has an impact on any other Component(s) or any other area of the Services;
(g) but for which, as reasonably determined by the Authority, there is a practicable workaround available.

Severity Level 4 Test Issue: a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and

Severity Level 5 Test Issue: a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services.

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ANNEX 2: TEST CERTIFICATE

To: [***NAME OF SUPPLIER***]

FROM: [***NAME OF AUTHORITY***]

[***Date***]

Dear Sirs,

TEST CERTIFICATE

Deliverables: [***insert description of Deliverables***]

We refer to the agreement (the **"Agreement"**) relating to the provision of the Services between the [***name of Authority***] (the **"Authority"**) and [***name of Supplier***] (the **"Supplier"**) dated [***date***].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 2.1.3 (*Testing Procedures and Release Management*) of the Agreement.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Paragraph 10 of Schedule 2.1.3 (*Testing Procedures and Release Management*) of the Agreement on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[***Name***]

[***Position***]

acting on behalf of [***name of Authority***]

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SCHEDULE 2.2: PERFORMANCE MONITORING AND SERVICE LEVELS

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Performance Levels

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Available"	has the meaning given in Paragraphs 4.3, 4.5, 5.2, 5.4, 6.4, and 6.6 of Part II of Annex 1;
"Cloud Cost Reduction Target"	means the target for reducing cloud costs that the Supplier proposes and the Authority accepts in the Annual Maintenance Plan;
"Escalation Scenario"	means the list of scenarios that the Supplier shall escalate to the Authority, according to Paragraph 10.2 and Annex 2 of this schedule;
"End User"	any person authorised by the Authority to use the IT Environment and/or the Services;
"Help Desk"	the single point of contact help desk set up and operated by the Supplier for the purposes of this Agreement;
"KPI Failure"	means a Minor KPI Failure, Serious KPI Failure, Severe KPI Failure, or below the KPI Service Threshold, as defined in Annex 1 of this Schedule;
"Month"	means a calendar month;
"Non-Available"	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available;
"Performance Monitoring Report"	has the meaning given in Paragraph **Error! Reference source not found.** of Part B;
"Performance Review Meeting"	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.7 of Part B;
"Repeat KPI Failure"	has the meaning given in Paragraph 3.1 of Part A;
"User Satisfaction Survey"	has the meaning given in Paragraph 3.2 of Part II of Annex 1;
"Service Downtime"	any period of time during which any of the Services are not Available;
"Service Period"	means a contract year; and
"Working Hours "	means Monday to Friday, 7am to 8pm, unless otherwise specified.

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PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

1.1 Annex 1 sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.

1.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.

1.3 Service Credits shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2 to 4 inclusive.

1.4 The Supplier's quality management system shall meet the ISO 9001 standard or equivalent and shall be certified by the British Standards Institute. The Supplier shall quality manage sub-contractors to an equivalent standard.

2 SERVICE CREDITS

2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator.

2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.

2.3 The number of Service Credits that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure a Severe KPI Failure, or below the KPI Service Threshold, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

2.4 Annex 3 of this Schedule and Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) set out the mechanism by which Service Credits shall be enforced.

2.5 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

2.6 The Contractor and the Authority agree that failure to achieve the Target Performance Levels set out in Annex 1 will lead to Service Credits as set out in Annex 3.

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

Repeat KPI Failures

3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Service Periods, the second and any subsequent such KPI Failure shall be a **"Repeat KPI Failure"**.

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3.2 The number of Service Credits that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

R = SC x 2

where:

R = the number of Service Credits that shall accrue for the Repeat KPI Failure; and

SC = the applicable number of Service Credits for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Related KPI Failures

3.3 If any specific Key Performance Indicators refer to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Credits for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Credits for, the Service being Non-Available.

4 PERMITTED MAINTENANCE

4.1 The Supplier shall be allowed to book Service Downtime for Permitted Maintenance which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

4.2 The Authority shall exclude Service Downtime for Permitted Maintenance when assessing the Supplier's performance against the Key Performance Indicators.

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PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

1.1 Within 6 Working Days of the end of each calendar month, the Supplier shall provide a report to the Authority's Service and Performance Manager and Head of Legislation Services which summarises the performance by the Supplier against each of the Performance Indicators for the month as more particularly described in Paragraph 1.3 (the "**Performance Monitoring Report**").

1.2 Within 10 Working Days of the end of each calendar month, the Supplier shall provide a report to the Authority's Head of Legislation Services, Legislation Services Manager, Service and Performance Manager and Digital Director which summarises the Supplier's performance over the relevant months as more particularly described in Paragraph 1.5 (the "**Balanced Scorecard Report**").

Performance Monitoring Report

1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the month just ended

(a) for each Key Performance Indicator, the actual performance achieved over the month, and that achieved over the previous three months;
(b) a summary of all KPI Failures that occurred during the month;
(c) the severity level of each KPI Failure which occurred during the month and whether each KPI Failure which occurred during the month fell below the KPI Service Threshold;
(d) which KPI Failures remain outstanding from previous months, duration outstanding, and progress in resolving them;
(e) for any KPI Failures occurring during the month, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;
(f) the status of any outstanding Rectification Plan processes, including:
    i. whether or not a Rectification Plan has been agreed; and
    ii. where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan; and
(g) for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence; and

Information in respect of previous months

(h) a rolling total of the number of KPI Failures that have occurred over the past six months; and
(i) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the BCDR Plan; and

Information in respect of the next Quarter

(j) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

Balanced Scorecard Report

1.4 The Balanced Scorecard Report, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant month, including details of the following:

(a) financial indicators including:

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i. update and breakdown of Supplement Payment;
ii. update and breakdown of Variable Royalty Payment;
iii. update and breakdown of investment activity;
iv. income, commercial activity and sales activity;
v. costs versus Purchase Orders;
vi. allocation and use of Developer Days; and
vii. budgeted spending versus costs in the cloud

(b) a snapshot of KPI achievement;
(c) metrics covering the time to publish new legislation, both in print and online;
(d) metrics covering the availability of legislation.gov.uk, the Editorial System, the Publishing System, the Linked Data Service, the Research Service, the performance of the validation service, including the number of requests submitted, average time to process, the number of requests longer than a minute and the number of minutes of downtime;
(e) matrix covering the key skills needed to deliver the Platform, mapped to the numbers of staff available in that area of competence;
(f) turnover rate for staff engaged in delivering the services (expressed as a percentage);
(g) WLT Corporate Social Responsibility initiatives and updates;
(h) milestone trend chart, showing performance of the overall programme; and
(i) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.

1.5 According to the date set out in Schedule 7 *(Implementation),* the Parties shall agree to the method and frequency of the reporting of the following reports in 1.5:

(a) update and breakdown of investment activity;
(b) income, commercial activity and sales activity;
(c) metrics covering the reduction of Technical Debt;
(d) sustainability and energy efficiency indicators, for example energy consumption and recycling performance

1.6 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.7.

1.7 The Parties shall discuss (unless otherwise agreed) the Performance Monitoring Reports and the Balanced Scorecard Reports on a monthly basis. The Performance Review discussion shall (unless otherwise agreed with the Authority):

(a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
(b) take place at such location and time (within normal Working Hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
(c) be attended by the Supplier Representative and the Authority Representative.

1.8 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure.

Service Period report

1.9 Within 6 Working Days of the end of each Service Period, the Supplier shall provide a Service Period report consisting of:

(a) for each Key Performance Indicator, the actual performance achieved over the Service Period, and that achieved over each previous Service Period;

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(b) a summary of all KPI Failures that occurred during the Service Period;
(c) the severity level of each KPI Failure which occurred during the Service Period and whether each KPI Failure which occurred during the Service Period fell below the KPI Service Threshold;
(d) which KPI Failures remain outstanding from previous months, duration outstanding, and progress in resolving them;
(e) for any KPI Failures occurring during the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;
(f) the status of any outstanding Rectification Plan processes, including:
    i. whether or not a Rectification Plan has been agreed; and
    ii. where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
(g) for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence;
(h) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
(i) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the BCDR Plan;
(j) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement; and
(k) such other details as the Authority may reasonably require from time to time.

2 PERFORMANCE RECORDS

2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier 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 Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report 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 Authority are available to the Authority online and are capable of being printed.

3 PERFORMANCE VERIFICATION

3.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Agreement against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

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ANNEX 1: KEY PERFORMANCE INDICATORS

PART I: KEY PERFORMANCE INDICATOR TABLES

The Key Performance Indicators that shall apply to the Operational Services are set out below:

1 KEY PERFORMANCE INDICATORS

No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI1	Support Desk response times	See Paragraph 1 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of enquiries are personally responded to within 60 minutes, between Monday to Friday 9:00 to 17:30 for the application support desk and between Monday to Friday 8:30 and 17:30 for the SI support desk Minor KPI Failure: 95.0% – 99.9% Serious KPI Failure: 90% – 94.9%% Severe KPI Failure: 85% – 89.9%% KPI Service Threshold: 84.9% or below	0 1 2 3 4	The Supplier shall calculate based on mail times extracted from Microsoft Outlook and/or the call management system.	Continuous
KPI2	Support Desk resolution	See Paragraph 2 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of Support Desk queries logged from 1 August 2018 onwards are resolved according to the timeframes described in Paragraph 2 of Part II of this Annex. Minor KPI Failure: 95% – 99.9% Serious KPI Failure: 90% – 94.9%	0 1 2	The Supplier shall calculate based on count of Issues categorised by Priority.	Continuous

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
				Severe KPI Failure: 85% – 90% KPI Service Threshold 84.9% or below	3 4		
KPI3	SI template training courses	See Paragraph 3 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 98% of participants' respond to SI Template Training Course feedback with "satisfied" or "very satisfied" Minor KPI Failure: 94% – 97.9% Serious KPI Failure: 89% – 93.9% Severe KPI Failure: 80% – 88.9% KPI Service Threshold: 79.9% or below	0 1 2 3 4	The Supplier shall calculate based on User Satisfaction Surveys conducted at the end of each training course and then three months following each training course.	Sample
KPI4	Availability of the Publishing System	See Paragraph 4 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: The Publishing System is Available and fully functional for 99.95% of the time during Working Hours and 99.9% overall Minor KPI Failure: Available and fully functional for between 99.85% and 99.94% of the time during Working Hours and 99.9% overall	0 1	The Supplier shall calculate based on AWS CloudWatch MI dashboard and polling systems showing that key functions within the system are returned within one minute of the request.	Continuous

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
				Working Hours and 99.9% overall Serious KPI Failure: Available and fully functional for between 99.75% and 99.84% of the time during Working Hours and 99.9% overall Severe KPI Failure: Available and fully functional for between 99.65% and 99.74% of the time during Working Hours and 99.9% overall KPI Service Threshold: Available and fully functional below 99.65% of the time during Working Hours and 99.9% overall	 2 3 4		

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI5	Availability of the Editorial System	See Paragraph 5 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: The Editorial System is Available and fully functional for 99.95% of the time during Working Hours and 99.9% overall	0	The Supplier shall calculate based on AWS CloudWatch MI dashboard and polling systems showing that key functions within the system are returned within one minute of the request.	Continuous
				Minor KPI Failure: Available and fully functional for between 99.85% and 99.94% of the time during Working Hours and 99.9% overall	1		
				Serious KPI Failure: Available and fully functional for between 99.75% and 99.84% of the time during Working Hours and 99.9% overall	2		
				Severe KPI Failure: Available and fully functional for between 99.65% and 99.74% of the time during Working Hours and 99.9% overall	3		
				KPI Service Threshold: Available and fully functional for below 99.65% of the time during Working Hours and 99.9% overall	4		

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI6	Availability of legislation.gov.uk, the Linked Data Service and the Research Service	See Paragraph 6 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: Legislation.gov.uk and the Linked Data Service are Available and fully functional for 99.95% of the time Minor KPI Failure: 99.85% to 99.94% Serious KPI Failure: 99.75% to 99.84% Severe KPI Failure: 99.65% to 99.74% KPI Service Threshold: Below 99.65%	0 1 2 3 4	The Supplier shall calculate based on AWS CloudWatch MI dashboard and polling systems showing that key functions within the system are returned within one minute of the request.	Continuous
KPI 7	Online publishing accuracy	See Paragraph 7 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of sampled documents published on legislation.gov.uk are accurate Minor KPI Failure: 99.5% to 99.9% Serious KPI Failure: 98% to 99.4% Severe KPI Failure: 95% to 97.9% KPI Service Threshold: 94.9% or below	0 1 2 3 4	The Authority shall take a sample of 20 documents per month and compare against the versions received in the Publishing System	Sample

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI 8	Print publishing accuracy	See Paragraph 8 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of sampled documents published in print are accurate Minor KPI Failure: 99.5% to 99.9% Serious KPI Failure: 98% to 99.4% Severe KPI Failure: 95% to 97.9% KPI Service Threshold: below 94.9%	0 1 2 3 4	The Authority shall take a sample of 20 documents per month and compare against print publishing specifications set out in paragraph 24 and Annex A of Schedule 2.1.1 (*Operate and Maintain*).	Sample
KPI 9	Print publishing speed	See Paragraph 9 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of documents published according to the Publishing Timelines set out in Paragraph 19 of Schedule 2.1.1 Minor KPI Failure: 99.5% to 99.9% Serious KPI Failure: 98% to 99.4% Severe KPI Failure: 95% to 97.9% KPI Service Threshold: below 94.95%	0 1 2 3 4	The Authority shall examine dates in the Publishing system billing report	

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI 10	Escalation Scenario awareness	See Paragraph 1 0 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of Escalation Scenarios are reported within 15 minutes during between Monday and Friday, 8am to 6pm Minor KPI Failure: 98% to 100% Serious KPI Failure: 96% to 97.95% Severe KPI Failure: 94% to 95.95% KPI Service Threshold: 93.9% or below	0 1 2 3 4	The Supplier shall calculate based on mail times extracted from Microsoft Outlook, showing when the incident was raised by the Authority or a third party, or the Supplier, compared with when the Supplier notified the Authority	
KPI 11	Incident reporting speed	See Paragraph 1 1 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 100% of Incident Reports delivered within 10 working days Minor KPI Failure: 95% to 99.9% Serious KPI Failure: 90% to 94.9% Severe KPI Failure: 85% to 89.9% KPI Service Threshold: below 84.9%	0 1 2 3 4	The Supplier shall provide full incident reports within 10 working days of each incident and shall calculate based on mail times extracted from Microsoft Outlook	

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI 12	Reduction of Technical Debt	See Paragraph 13 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: At least 95% of Technical Debt Reduction Targets, as set out in the Annual Maintenance Plan, is met	0	The Supplier shall report on the reduction of Technical Debt over the year against the targets set out in the Annual Maintenance Plan	
				Minor KPI Failure: 85- 94.9% of the Technical Debt Reduction Targets, as set out in the Annual Maintenance Plan, is met	1		
				Serious KPI Failure: 75-84.9% of the Technical Debt Reduction Targets, as set out in the Annual Maintenance Plan, is met	2		
				Severe KPI Failure: 65-74.9% of the Technical Debt Reduction Targets, as set out in the Annual Maintenance Plan, is met	3		
				KPI Service Threshold: less than 64.9% of the Technical Debt Reduction Targets, as set out in the Annual Maintenance Plan, is met	4		

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI 13	Reduction of costs in the cloud	See Paragraph 15 of Part II of this Annex	Annual measurement with monthly tracking for information only	Target Performance Level: 80% of the Cloud Cost Reduction Target, as set out in the Annual Maintenance Plan, is achieved	0	The Supplier shall calculate its cloud cost reduction against the targets set out in the Annual Maintenance Plan	Continuous
				Minor KPI Failure: 70- 79% of the Cloud Cost Reduction Target, as set out in the Annual Maintenance Plan, is achieved	1		
				Serious KPI Failure: 60-69% of the Cloud Cost Reduction Target, as set out in the Annual Maintenance Plan, is achieved	2		
				Severe KPI Failure: 50-59% of the Cloud Cost Reduction Target, as set out in the Annual Maintenance Plan, is achieved	3		
				KPI Service Threshold: 49% of the Cloud Cost Reduction Target, as set out in the Annual Maintenance Plan, is achieved	4		

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No.	KPI Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Method of measurement	Type of Measure
KPI 14	Delivery of Implementation Plan	See Paragraph 16 of Part II of this Annex	Monthly during Implementation Period	Target Performance Level: 100% of Implementation Plan Milestone Dates met on time Minor KPI Failure: 95- 99.9% of Implementation Plan targets met on time Serious KPI Failure: 90-94.9% of Implementation Plan targets met on time Severe KPI Failure: 85-89.9% of Implementation Plan targetsmet on time KPI Service Threshold: 84.9% or below of Implementation Plan Targets met on time	0 1 2 3 4	The Authority shall review the Implementation Plan and calculate how many targets have been achieved.	Continuous.

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PART II: DEFINITIONS AND METHODS OF MEASUREMENT

1 SUPPORT DESK RESPONSE TIMES

1.1 Measurement of Support Desk response times shall be based on the time taken for an Application Support Desk or SI Support Desk operative to answer an email. Emails receiving an automated response shall be deemed not to have been answered.

1.2 The Supplier shall monitor the Application Support Desk and SI Support Desk response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

1.3 The Authority shall choose a random sample of 20 enquiries per month, chosen by first reported enquiries after a certain date and time. Analysis shall be completed by the Supplier and verified by the Authority using information extracted from Microsoft Outlook and/or the call management system.

1.4 The Supplier shall provide the Authority with login details for the call management system.

2 SUPPORT DESK SERVICE LEVELS

2.1 The Supplier shall resolve calls within the following service levels.

Priority	Definition	Resolution
1	Major fault causing serious disruption to business activity and preventing use of the System for the purposes it was designed in accordance with the specification.	Within one hour during Support Hours.
2	Significant fault causing the System not to operate in accordance with the specification but still usable with difficulty (e.g. by means of a “work-around” solution), i.e. some disruption to business activity.	Within four hours during Support Hours.
3	Minor fault causing the System not to operate completely in accordance with the Specification but with no disruption to business activity.	Within eight hours during support Hours.
4	All other requests for service.	Within six weeks or as otherwise agreed by the Authority.

2.2 The Supplier shall monitor the Support Desk response resolution and shall provide the results of such monitoring to the Authority in accordance with the provisions of part B of this Schedule.

2.3 As part of its Performance Monitoring Report, the Supplier shall provide a list of all calls raised during the month and their categorisation. The Authority shall approve and may challenge the categorisation of calls.

2.4 The Supplier shall provide the Authority with login details for the call management system.

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3 SI TEMPLATE TRAINING COURSES

3.1 The Supplier shall measure outcomes with one User Satisfaction Survey conducted at the end of each training course and a second User Satisfaction Survey conducted three months after the same training course.

3.2 The User Satisfaction Survey shall ask participants to rate the quality of training based on whether they were very satisfied, satisfied, neither satisfied nor dissatisfied, dissatisfied, or very dissatisfied.

3.3 The Supplier shall monitor User Satisfaction Survey results and shall provide to the Authority in accordance with the provisions of Part B of this Schedule.

4 AVAILABILITY OF THE PUBLISHING SYSTEM

4.1 The Publishing System shall be Available and fully functional 99.95% of the time during Working Hours and 99% overall.

4.2 The Supplier shall monitor the availability of the Publishing System and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

4.3 If the Supplier can demonstrate to the Authority's satisfaction that a period of non- availability has resulted from a failure on the part of the commodity cloud hosting infrastructure provider, that period of non-availability shall be excluded from the measurement of Availability for the purposes of KPI 4.

4.4 The Publishing System shall be defined as Available when key functions can be used, and when key functions within the system are returned within one minute of the request.

4.5 The key functions of the Publishing System are the ability for users to submit instruments/ documents to the Authority (including resubmission), the ability for users to validate instruments drafted on the SI Template, the ability to register instruments and associated documents, the ability to request or approve advanced numbers, the ability to approve new account requests, the ability for the Supplier to publish from the Publishing dashboard, access to DefraLex on the Publishing System, the ability for the Privy Council Office to approve Privy Council Orders, and the ability to run reports.

4.6 If the Publishing System becomes unavailable it shall be resolved within 60 minutes.

4.7 The Supplier shall monitor the availability of the Publishing System and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

4.8 The Supplier shall monitor the availability of the Publishing System using a combination of the CloudWatch MI dashboard to show availability, and polling services to return 1(one) request per minute for key functions of the Publishing System, and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

4.9 The Supplier shall provide the Authority with login details for the tools used to track the availability of the Publishing System.

5 AVAILABILITY OF THE EDITORIAL SYSTEM

5.1 The Editorial System shall be Available and fully functional 99.95% of the time during Working Hours and 99% overall.

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5.2 If the Supplier can demonstrate to the Authority's satisfaction that a period of non-availability has resulted from a failure on the part of the commodity cloud hosting infrastructure provider, that period of non-availability shall be excluded from the measurement of Availability for the purposes of KPI 5.

5.3 The Editorial System shall be defined as Available when key functions can be used and when key functions within the System are returned within one minute of the request.

5.4 The key functions of the Editorial System are the production of 'marked-up' legislation using GATE routines (DES), downloading, uploading and publishing spreadsheets containing legislative effects (either through the preparation tasks or corrections) and updating, reviewing and publishing legislation (either through the update tasks or legislation corrections).

5.5 If the Editorial System becomes unavailable the Supplier shall resolve this within 60 minutes.

5.6 The Supplier shall monitor the availability of the Editorial System and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

5.7 The Supplier shall monitor the availability of the Editorial System using a combination of the CloudWatch MI dashboard to show availability, and polling services to return 1(one) request per minute for key functions of the Editorial System and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

5.8 The Supplier shall provide the Authority with login details for the tools used to track the availability of the Editorial System.

6 AVAILABILITY OF LEGISLATION.GOV.UK, THE LINKED DATA SERVICE AND THE RESEARCH SERVICE

6.1 Legislation.gov.uk, the Linked Data Service and the Research Service shall be Available and fully functional 99.95% of the time.

6.2 If the Supplier can demonstrate to the Authority's satisfaction that a period of non-availability has resulted from a failure on the part of the commodity cloud hosting infrastructure provider, that period of non-availability shall be excluded from the measurement of Availability for the purposes of KPI 6.

6.3 The Supplier shall monitor the availability of legislation.gov.uk, the Linked Data Service and the Research Service and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule 2.2.

6.4 The Supplier shall monitor the availability of legislation.gov.uk, the Linked Data Service and the Research Service by using a combination of the CloudWatch MI dashboard to show availability, and polling services to return 1 (one) request per minute for key functions of each of legislation.gov.uk, the Linked Data Service and the Research Service and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

6.5 Legislation.gov.uk, the Linked Data Service and the Research Service shall be defined as Available when key functions can be used.

6.6 The key functions of legislation.gov.uk are the ability to view and browse legislation and associated documents in all available formats, use the search function and advanced search functions, download legislation and associated documents in all available formats,

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view status messages, navigate to all levels of a document via the table of contents and using the document navigation arrows, browse legislation with all links resolving correctly, use advanced features on revised legislation (geographical extent and timeline), use API functions with requests returned correctly, and access working data feeds.

6.7 The key functions of the Linked Data Service are the SPARQL Endpoint and Linked Data API.

6.8 The key functions of the Research Service are the content management system, words explorer, query builder, and bulk data downloads.

6.9 The Supplier shall provide the Authority with login details for the tools used to track the availability of legislation.gov.uk and the Linked Data Service.

6.10 The Supplier shall propose, and the Authority shall agree to, rules for the provisioning of instances in the cloud and shall gain the Authority's approval before changing these rules. Authority and the Supplier shall agree before new servers are added.

6.11 The Authority shall be added to alerts to be notified when spending on servers reaches a specified amount to be agreed on and reviewed periodically by the Authority and the Supplier.

7 ONLINE PUBLISHING ACCURACY

7.1 The Supplier shall publish legislation online accurately so users of the service can trust the information they receive, regardless of delivery format.

7.2 Online publishing accuracy means that the text in published legislation and associated documents shall match exactly:

(a) the text in the transformed Crown Legislation Mark-up Language;
(b) the text rendered in HTML web pages;
(c) the text in automatically generated PDFs on legislation.gov.uk;
(d) the text in data supplied through the API;
(e) the text in print PDFs used for producing the print publications; and
(f) the CLML shall be valid against the Schema.

7.3 The Authority shall choose a sample of 20 pieces of legislation or associated documents per month. Analysis shall be completed by the Authority by comparing the published document against the version received in the Publishing System.

8 PRINT PUBLISHING ACCURACY

8.1 The Supplier shall ensure that users of the service can trust the printed copy they receive as legislation is printed accurately and according to the specifications.

8.2 Print publishing accuracy means that the Supplier shall ensure that Statutory Instruments are printed accurately according to contractual specifications set out in paragraph 24 and Annex A of Schedule 2.1.1 (*Operate and Maintain)*.

8.3 The Supplier shall ensure that Statutory Instruments are accurate according to the contractual specifications set out in paragraph 24 and Annex A of Schedule 2.1.1 (*Operate and Maintain)*, with issues occurring in 1% of publications or fewer.

8.4 The Authority shall take a sample of 20 publications from the last month and conduct a manual check to see whether the publication fulfils the relevant specifications.

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9 PRINT PUBLISHING SPEED

9.1 The Supplier shall ensure that 100% of items of legislation are print published according to the specifications in the Publishing Timelines set out in Paragraph 19 of Schedule 2.1.1.

9.2 The Supplier shall monitor the print publishing speed and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

10 ESCALATION SCENARIO AWARENESS

10.1 The Supplier shall ensure that the Authority is made aware of Escalation Scenarios so that it can help manage the effects appropriately.

10.2 The Supplier shall create and maintain an Escalation Scenario document detailing different scenarios listed in Annex 2 of this Schedule and the key people who need to be involved in the communications. The Supplier shall 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.

10.3 The Supplier shall notify the Authority within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday, 8am to 6pm.

10.4 The Supplier shall notify the Authority within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday, 8am to 6pm.

10.5 The Authority shall track Escalation Scenarios and shall calculate this score based on mail times extracted from Microsoft Outlook, showing when the incident was raised by the Authority, a third party or the Supplier, compared with when the Supplier notified the Authority.

11 INCIDENT REPORTING SPEED

11.1 The Supplier shall provide the Authority with a full Incident Report within 10 working days for each Escalation Scenario that occurs.

11.2 The Supplier shall monitor the provision of Incident Reports and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

11.3 If needed, the Supplier may provide an interim Incident Report within three working days of the Escalation Scenario.

11.4 The Authority may request, and the Supplier shall provide, Incident Reports for incidents that fall outside the defined Escalation Scenarios.

12 REDUCTION OF TECHNICAL DEBT

12.1 In the formation of the Annual Maintenance Plan, the Supplier shall propose a measureable Technical Debt Reduction Target for the year, consisting of a single measureable target or several weighted sub-targets that together make the Technical Debt Reduction Target, for agreement by the Authority as part of Annual Maintenance Plan, alongside a set of assumptions that must hold for the Technical Debt Reduction Target to be valid.

12.2 In the case that any of the assumptions for the Technical Debt Reduction Target no longer hold, the supplier shall, within one month, propose an alternative measureable Technical Debt Reduction Target, with a revised set of assumptions, for agreement by the Authority.

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12.3 The Supplier shall monitor and report on its progress to meet the Technical Debt Reduction Target over the year against the deliverables set out in the Annual Maintenance Plan.

12.4 The Supplier shall provide the results of its monitoring of the Technical Debt Reduction Target to the Authority in accordance with the provisions of Part B of this Schedule.

13 REDUCTION OF COSTS IN THE CLOUD

13.1 In the formation of the Annual Maintenance Plan, the Supplier shall propose a measureable Cloud Cost Reduction Target for the year, for agreement by the Authority as part of Annual Maintenance Plan, alongside a set of assumptions that must hold for the Cloud Cost Reduction Target to be valid.

13.2 In the case that any of the assumptions for the Cloud Cost Reduction Target no longer hold, the supplier shall, within one month, propose an alternative measureable Cloud Cost Reduction Target with a revised set of assumptions, for agreement by the Authority.

13.3 The Supplier shall monitor and report on its progress to meet the Cloud Cost Reduction Target over the year.

13.4 The Supplier shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

14 DELIVERY OF IMPLEMENTATION PLAN TARGETS

14.1 The Supplier shall deliver 100% of Implementation Plan tasks on time, according to the schedule set out in Schedule 7.1 (*Implementation Plan*).

14.2 The Supplier shall report on its rate of delivery of Implementation Plan targets and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

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ANNEX 2: ESCALATION SCENARIOS

1 The Supplier's Escalation Scenario Document shall cover the following scenarios:

(a) Availability of legislation.gov.uk Publishing Service – Technical problems or planned works which render publishing.legislation.gov.uk or publishing.legislation.gse.gov.uk unavailable or adversely affect the performance or responsiveness of the systems.

(b) Availability of legislation.gov.uk website – Technical problems or planned works which renders legislation.gov.uk unavailable or adversely affects the performance or responsiveness of the website including all instances of failover being invoked.

(c) Availability of legislation.gov.uk editorial website – Technical problems or planned works which renders editorial.legislation.gov.uk unavailable or adversely affects the performance or responsiveness of the website.

(d) Publishing of new legislation (major delay) – all/majority of daily publishing delayed due to technical problems.

(e) Publishing of new legislation (single item delay) – Publishing delay on individual items. For example, difficulties in creating HTML for a particular SI.

(f) Publishing of new legislation (editorial data feed delay) – Delay in the provision of Data Feeds for the Editorial System.

(g) Deployment of revised legislation – Technical problems or planned works which render the Integration Server unavailable or adversely affect the performance or responsiveness of the system.

(h) Development and maintenance of web-based services and infrastructure – Advanced notification of releases, maintenance outages, or introduction of new or replacement equipment.

(i) Security issues and major incidents – Breaches of security on websites through hacking or sabotage activities. Physical breaches of security to the Supplier's locally hosted systems, premises or equipment such as break-ins or sabotage activities. Major incidents such as fire, flood, security alerts, loss of power, etc, which affect website equipment or printing and finishing equipment or supplies or restrict the operation of or access to this equipment.

(j) Emergency parliamentary procedures – the Supplier is contacted directly by Government to publish emergency legislation.

(k) Delivery of legislation – Printed copies of legislation fail to be delivered to Parliament or Government Departments on time.

(l) 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.

(m) Out-of-hours escalation – For all out-of-hours escalations except those relating to Emergency Parliamentary Procedure escalations.

(n) Issues with the cloud account and/or infrastructure, including Issues with the cloud account and/or infrastructure, including root/IAM/Access Key/Administrative access to the AWS console (either through credentials being compromised or wider unavailability of the AWS console) – this applies to the primary, secondary and parent AWS accounts, servers going down unexpectedly (outside of auto- scaling), loss of one or more availability zones, loss of the primary and/or secondary region, billing thresholds exceeded.

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ANNEX 3: SERVICE CREDITS

1 If the Supplier fails to meet the relevant Target Performance Level in any month, the Authority shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Performance Failure on submitting a written claim for such Service Credit, provided that the relevant Performance Failure or other problem relating to the Software:

(o) Did not result from an Authority Cause or a cause outside the Supplier's control; and

(p) Was promptly notified to the Supplier

Text Redacted

2 Service Credits are a reduction of the amounts payable in respect of the Services.

3 The Authority shall be entitled to set-off the value of any Service Credits against the Charges in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing).*

4 Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

5 Service Credits will be awarded on a consolidated basis by an annual calculation to take place at the end of the Contract year to a maximum of Text Redacted across the Key Performance Indicators. For the avoidance of doubt the maximum aggregate liability of the Contractor for negative credit points shall be Text Redacted per annual reconciliation of Service Credits.

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SCHEDULE 2: SERVICE REQUIREMENTS

SCHEDULE 2.3: REPORTS

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1 REPORTS

1.1 Information to be reported to the Authority is subject to negotiation and agreement between the Authority and the Supplier.

1.2 From time to time the Authority may request the reporting of additional information or at different intervals.

1.3 Unless the Parties otherwise determine, the following reports will be provided by the Supplier to the Authority:

1.

Title	Performance Monitoring Report	Start date
Description	Information detailing the Supplier's performance against the Key Performance Indicators over the relevant month	
Information to be included	• For each Key Performance Indicator, the actual performance achieved over the month, and that achieved over the previous three months; • A summary of all KPI Failures that occurred during the month; • The severity level of each KPI Failure which occurred during the month and whether each Performance Failure which occurred during the month fell below the Service Threshold; • Which KPI Failures remain outstanding and progress in resolving them; • For any KPI Failures occurring during the month, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence; • The status of any outstanding Rectification Plan processes, including: – Whether or not a Rectification Plan has been agreed; and – Where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan; • For any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence; • A rolling total of the number of Performance Failures that have occurred over the past six months;	Operational Service Commencement Date

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Title	Performance Monitoring Report	Start date
	• The conduct and performance of anyagreed periodic tests that have occurred in such Service Period such as the annual failover test of the BCDR Plan • Any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.	
Frequency	Monthly	

2.

Title	Balanced Scorecard Report	
Description	A high level summary of the Supplier's performance over the relevant month	
Information to be included	Update and breakdown of Supplement Payment.	Operational Service Commencement Date
	Update and breakdown Variable Royalty Payment.	Operational Service Commencement Date
	Update and breakdown of investment activity.	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Income, commercial activity and sales activity.	Delivered according to the deadline agreed by the
		Authority in the Implementation Plan
	Costs versus Purchase Orders.	Operational Service Commencement Date
	Allocation and use of Developer Days.	Operational Service Commencement Date
	Budgeted spending versus costs in the cloud.	Operational Service Commencement Date
	A snapshot of KPI achievement.	Operational Service Commencement Date
	Metrics covering the reduction of technical debt.	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Metrics covering the time to publish new legislation, both in print and online.	Operational Service Commencement Date

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Title	Balanced Scorecard Report	
	Metrics covering the availability of legislation.gov.uk, the Editorial System, the Publishing System, the Linked Data Service, the Research Service, the performance of the validation service, including the number of requests submitted, average time to process, the number of requests longer than a minute and the number of minutes of downtime.	Operational Service Commencement Date
	Matrix covering the key skills needed to deliver the Platform, mapped to numbers of staff available in that area of competence.	Operational Service Commencement Date
	Turnover rate for staff engaged in delivering the services (expressed as a percentage).	Operational Service Commencement Date
	WLT Corporate Social Responsibility initiatives and updates.	Operational Service Commencement Date
	Milestone trend chart, showing performance of the overall programme.	Operational Service Commencement Date
	Sustainability and energy efficiency indicators, for example energy consumption and recycling performance.	Delivered according to the deadline agreed by the Authority in the Implementation Plan
Frequency	Monthly	

3.

Title	Service Period Report	Start date
Description	Information detailing the Supplier's performance against the Key Performance Indicators over each Service Period	
Information to be included	For each Key Performance Indicator, the actual performance achieved over the Service Period, and that achieved over each previous Service Period.	Operational Service Commencement Date
	A summary of all KPI Failures that occurred during the Service Period.	Operational Service Commencement Date
	The severity level of each KPI Failure which occurred during the Service Period and whether each KPI Failure which occurred during the Service Period fell below the Service Threshold.	Operational Service Commencement Date
	Which KPI Failures remain outstanding and progress in resolving them.	Operational Service Commencement Date

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Title	Service Period Report	Start date
	For any KPI Failures occurring during the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence.	Operational Service Commencement Date
	The status of any outstanding Rectification Plan processes, including: • Whether or not a Rectification Plan has been agreed; and • Where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan.	Operational Service Commencement Date
	The Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate.	Operational Service Commencement Date
	The conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the BCDR Plan.	Operational Service Commencement Date
	Relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement.	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Such other details as the Authority may reasonably require from time to time.	Operational Service Commencement Date
Frequency	Annual	

4.

Title	Change Control Summary Information	Start date
Description	Information detailing all agreed variations to the Contract.	
Information to be included	• Change Control Notes approved • Brief description of Change Control Notes • Date signed	Operational Service Commencement Date
Frequency	Annual	

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5.

Title	SI Production Performance Statistics	Start date
Description	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, meeting, not conforming to contractual requirements.	
Information to be included	• **Title Details:** – SI Number – Type/ Region – Title – ISBN – Sponsor – No. Pages • **Sponsoring Department's Specified Publication Date** • **Default Production Schedule:** – Default Publication Date – No of Contractual Production days • Actual Production Schedule: – Time Copy Received – Date Copy Received – Copy Sent to Press – Publication Date – Difference (Rec'd/ Pub) • **Production Analysis:** – Difference between Default Production days and Actual Production Days – Difference between Actual Publication and Publication Date Requested – Production Performance against Contract – Comments	Operational Service Commencement Date
Frequency	Monthly	

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6.

Title	Website Error Information	Start date
Description	Information showing problems identified with the website.	
Information to be included	• Date/time fault reported • Person identifying fault (e.g. Authority/ Supplier) • Contact points for fault (Authority contact & Supplier contact) • Nature of fault • Severity of fault (e.g. one link broken/whole site down, KPI priority?) • Reference number (Authority/Supplier) • Date/time fault resolved • Status/Action Officer for unresolved faults • Comparison of resolution times against relevant KPI	Operational Service Commencement Date
Frequency	Monthly	

7.

Title	Website statistics	Start date
Description	Information showing how much the website is used. The Supplier shall provide the following statistics broken down by day, type of legislation, whether legislation is as enacted or revised, and legislation language (both wrapper and content language).	
Information to be included	Availability	Operational Service Commencement Date
	Users	Operational Service Commencement Date
	Unique users	Operational Service Commencement Date
	Page views (including and excluding crawlers)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Pages per user (separated by IP address)	Delivered according to the deadline agreed by the Authority in the Implementation Plan

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Title	Website statistics	Start date
	Pages per session	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Amount of information downloaded (including downloads by document type and bytes downloaded)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Three month rolling average of website summary statistics	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Page views (including and excluding crawlers) over a rolling twelve month period	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Users	Operational Service Commencement Date
	Unique users	Operational Service Commencement Date
	Search terms	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Entry/exit pages	Operational Service Commencement Date
	Search engines	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Browsers	Operational Service Commencement Date
	Amount of information downloaded (including downloads by document type and bytes downloaded)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Most popular pages on site	Operational Service Commencement Date
	Time to serve pages	Operational Service Commencement Date
	Server/load-balancer performance	Operational Service Commencement Date
Frequency	Monthly with daily tracking	

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8.

Title	Editorial System Information	Start date
Description	Information showing performance and problems identified with the Editorial System.	
Information to be included	• Amount of time system unavailable • Number of faults reported • Date/time fault reported • Person identifying fault (e.g. Authority/ Supplier • Contact points for fault (Authority contact & Supplier contact) • Nature of fault • Severity of fault • Reference number (Authority/Supplier) • Date/time fault resolved • Time taken to resolve fault • Status/Action Officer for unresolved faults Comparison of resolution times against relevant KPI	Operational Service Commencement Date
Frequency	Monthly	

9.

Title	Customer Service Statistics	Start date
Description	Information showing customer activity	
Information to be included	Number of ad hoc orders fulfilled broken down by: publication, region, order method (including phone, email, website and post), 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)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Ad hoc order fulfilment: fulfilment times from receipt of order to despatch by order method	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Standing orders and subscriptions: fulfilment times from publication to despatch	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Number of enquiries received broken down by enquiry type, publication type and how received (phone, email, etc.)	Operational Service Commencement Date
Frequency	Monthly	

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10.

Title	Customer Service Statistics – Annual Review	Start date
Description	Information on customer orders and charging for contract Annual Review	
Information to be included	Number of standing order and subscription customers by publication and region	Operational Service Commencement Date
	Numbers of types of standing order and subscription customers (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)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Number of ad hoc orders fulfilled broken down by publication, region and order method	Operational Service Commencement Date
	Numbers and type of ad hoc order customers (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)	Delivered according to the deadline agreed by the Authority in the Implementation Plan
	Amount, and list by Government department, of invoices raised for legislation products for government customers	Operational Service Commencement Date
	Include figures for previous contractual years	Operational Service Commencement Date
Frequency	Annual	

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11.

Title	Financial Information	Start date
Description	Information on revenue generated from the provision of Services	
Information to be included	• 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 monthlywith 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 type-setting charges and Supplementary Charges • SI Training charges to Government Drafters, detailed by jurisdiction, including any additional costs incurred. • Financial forecasts for the year phased by month and updated monthly with actual costs incurred year to date • Website hosting management costsincurred under the contract by month and year to date in respect of the Authority's financial year (April – March).	Operational Service Commencement Date
	• Service Management Costs incurred under the contract by month and year to date in respect of The Authority's financial year (April – March) • Project/development Costs incurred by the Supplier split by project, spend to date and forecast spend in respect of the Authority's • financial year (April – March). • Any additional fixed costs incurred, including license payments. • Relevant narrative/commentary to explain ll figures provided as agreed between the parties.	
Frequency	Monthly	

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12.

Title	IT Health Check Report	Start date
Description	Report on the Supplier's annual penetration testing	
Information to be included	• An executive overview of the Supplier's IT Health Check with business implications • A summary of risks identified, ordered from high to low severity • Technical details of each issue found • Recommendations for remediating vulnerabilities • Full listing of test results tables including background information/evidence to support results	Operational Service Commencement Date
Frequency	Annual	

13.

Title	Cloud and Cyber Security Report	Start date
Description	Report on the Supplier's activities in relation to Cloud and Cyber Security	
Information to be included	An overview of logs and other documents relating to the Supplier's Cloud Security monitoring regime over the Service Period Report on the Supplier's adherence to its Cloud Security risk assessment in Schedule 2.5 *Security Management* A list of configuration changes made via the AWS API or Management console over the Service Period A report on the availability of security patching and upgrades available across the Platform and the Supplier's recommendations for patches to be applied An outline of the Cyber Security controls and monitoring conducted over the Service Period and any incidents in relation to them	Delivered according to the deadline agreed by the Authority in the Implementation Plan
Frequency	Monthly	

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14.

Title	Supplier's Annual Report	Start date
Description	Standing provision of Annual Reports	
Information to be included	Two copies of the Annual Report including full Audited Accounts of the supplier provided no later than one month after the sign off of the accounts.	Operational Service Commencement Date
Frequency	Annual	

15.

Title	Transparency Report	Start date
Description	Report on the Supplier's funding, insurances and management of cyber risks	
Information to be included	• An update on the Supplier's funding • An update on the Supplier's insurances • An update on the Supplier's overall management of cyber risks	Operational Service Commencement Date
Frequency	Annual	

16.

Title	Other Information Requirements
Description	Information to be supplied on request
Information to be included	• Any additional information held by the Supplier in relation to the Services under the contract required by the Authority subject to one month's notice of such a requirement, or as otherwise agreed • Any amendments to the format in which the information is provided subject to one month's notice, or as otherwise agreed
Frequency	As required

1.4 The Authority may require any or all of the following reports:

(a) delay reports;
(b) reports relating to Testing and tests carried out under Schedule 2.6 (*Security Management*) and Schedule 9.6 (*Business Continuity and Disaster Recovery*);
(c) reports which the Supplier is required to supply as part of the Management Information;
(d) annual reports on the Insurances;
(e) security reports; and
(f) Force Majeure Event reports.

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SCHEDULE 2.4: STANDARDS

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Standards

1 DEFINITIONS

1.1 In this Schedule, the following definition shall apply:

"Suggested Challenge"	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2 GENERAL

2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

4 OPEN STANDARDS

4.1 The Supplier shall support the Authorities commitment to maintaining the legislation.gov.uk Platform with a strong commitment to the use of Open Standards.

4.2 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles (**"Open Standards"**) as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.3 The Supplier shall maintain the use of Open Standards for legislation documents as data (using XML) and metadata (using primarily RDF with some metadata in XML), and maintain the Platform specific data models (primarily XML schema and RDFS/OWL-DL ontology) and supporting documentation.

4.4 The Supplier shall document all the Platform APIs (both the open legislation.gov.uk API and the APIs for the other parts of the Platform) using the Open API specification (https://www.openapis.org/) and ensure any future developments to the legislation.gov.uk API are consistent with the API design patterns determined by the Authority and as documented at https://www.gov.uk/guidance/gds-api-technical-and- data-standards.

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4.5 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

4.6 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

4.7 The Supplier shall publish the Platform specific data models and documentation on GitHub, or other web-based hosting service of the Authorities choice, and the Developer Zone section on legislation.gov.uk, and update this documentation as required.

5 TECHNOLOGY ARCHITECTURE STANDARDS

5.1 The Supplier shall produce full and detailed technical architecture documentation for the legislation.gov.uk Platform in accordance with Good Industry Practice. If documentation exists that complies with TOGAF 9.1 or its equivalent, then this shall be deemed acceptable.

6 ACCESSIBLE DIGITAL STANDARDS

6.1 The Supplier shall comply with (or with equivalents to):

(a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
(b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7 SERVICE MANAGEMENT, SOFTWARE & STANDARDS

7.1 Subject to Paragraphs 2 to 4 (inclusive) of this Schedule, the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management and maintenance of the Services, including the following and/or their equivalents:

(a) ISO/IEC 14764 "Software Engineering – Software Life-cycle Processes – Maintenance"
(b) ITIL v3 2011;
(c) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
(d) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
(e) ISO 10007 "Quality management systems – Guidelines for configuration management";
(f) ISO 9001 – Quality Management; and
(g) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including

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availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management.

8 ENVIRONMENTAL STANDARDS

8.1 The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that any Goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.

8.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).

8.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

8.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre under its control used in delivering the Services are registered as a Participant under such Code of Conduct.

8.5 The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at https://www.gov.uk/government/publications/greening-government-ict-strategy.

9 HARDWARE SAFETY STANDARDS

9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

(a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

(b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;

(c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2007 or any subsequent replacements ; and

(d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.

9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

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SCHEDULE 2.5: SECURITY MANAGEMENT

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Security Management

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Breach of Security"	the occurrence of: (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Supplier or Sub- contractor in connection with this Agreement; and/or (b) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement; and/or (c) any part of the Legislation Services ceasing to be compliant with the Certification Requirements due to the extent it is under the control of the Supplier, in each case as more particularly set out in the Security requirements in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*) and the Baseline Security Requirements;
"Certification Requirements"	means the requirements given in Paragraph 6;
"CHECK Scheme"	The scheme for penetration testing of data processing systems operated by the Communications-Electronics Security Group;
"Information Risk Management Approval"	is the assessment of any information management system by an independent information risk manager/professional which results in a statement that the risks to the information system have been appropriately considered and the residual risks reduced to an acceptable level;
"IT Health Check"	is the set of security assurance activities carried out by the Supplier to demonstrate that the controls have been delivered in an effective way;
"Risk Management Approval Statement"	sets out the information risks associated with using the legislation services as set out in Schedule 2 (*Service Requirements*);

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"ISMS"	the information security management system and processes, to be defined in Annex 2, developed by the Supplier in accordance with Paragraph 3 as updated from time to time in accordance with this Schedule;
"Security Policy Framework"	The Security Policy Framework published by the Cabinet Office as updated from time to time including any details notified by the Authority to the Supplier;
"Security Tests"	tests carried out where relevant in accordance with the CHECK Scheme or to an equivalent standard to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security; and
"Supplier Personnel"	means the Supplier's staff

2 INTRODUCTION

2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Agreement will be met.

2.2 The Parties acknowledge that at a minimum, the Security Management Plan shall include all the items in Annex 1.

2.3 If there is any conflict between Annex 1: *Baseline Security Requirements* and Annex 3:

2.4 *Security Management Plan*, then Annex 3: *Security Management Plan* shall prevail.

2.5 The Authority shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.6 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.

2.7 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Authority Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Authority Data remains under the effective control of the Supplier at all times.

2.8 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.

2.9 The Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties.

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3 ISMS

3.1 By the date specified in the Implementation Plan the Supplier shall develop and submit to the Authority for the Authority's approval in accordance with Paragraph 4.5 an ISMS (information security management system) for the purposes of this Agreement, which as a minimum shall comply with the requirements of Paragraphs 3.4 to 3.6 inclusive.

3.2 The ISMS from the contract between the Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament and The Stationery Office Limited signed on 31 January 2011 and consolidated to Change Control Note 3 shall continue to have effect until the Authority accepts the new ISMS in accordance with 3.1.

3.3 The Supplier acknowledges that the Authority places great emphasis on the reliability of the Services and confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that it shall be responsible for the effective performance of the ISMS.

3.4 The ISMS shall:

(a) be inserted in this Schedule as Annex 2;
(b) unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any IT, information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier or any Sub-contractor in connection with this Agreement;
(c) meet the relevant standards in ISO/IEC 27001:2013 and ISO/IEC 27002, in accordance with Paragraph 7; and
(d) at all times provide a level of security which:
    i. is in accordance with Law and this Agreement;
    ii. as a minimum demonstrates Good Industry Practice;
    iii. complies with the Baseline Security Requirements;
    iv. addresses issues of incompatibility with the Supplier's own organisational security policies;
    v. meets any specific security threats of immediate relevance to the Services and/or Authority Data;
    vi. complies with the security requirements as set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*);
    vii. complies with the Authority's IT policies; and
    viii. is in accordance with the Security Policy Framework.
(e) document the security incident management processes and incident response plans;
(f) document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Authority approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
(g) be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the Chief Security Officer, Chief Information Officer, Chief Technical Officer or Chief Financial Officer (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Security Management Plan).

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3.5 Subject to Clause 22.11 (*Authority Data and Security Requirements*) the references to standards, guidance and policies set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.6 The Supplier shall ensure that all personnel with access to the Platform and related systems undertake security information management training at least on an annual basis.

3.7 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Authority Representative of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which provision the Supplier shall comply with.

3.8 If the ISMS submitted to the Authority pursuant to Paragraph 3.1 is approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not approved by the Authority, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Authority pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.9 Approval by the Authority of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4 SECURITY MANAGEMENT PLAN

4.1 By 30 September 2018 (in accordance with the provisions of Schedule 7 (*Implementation Plan*), Annex 1, 'Prepare Security Policy'), the Supplier shall prepare and submit to the Authority for approval in accordance with Paragraph 4.4 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.3.

4.2 The Security Management Plan from the contract between the Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament and The Stationery Office Limited signed on 31 January 2011 and consolidated to Change Control Note 3 shall continue to have effect until the Authority accepts the new Security Management Plan in accordance with Paragraph 4.1.

4.3 The Security Management Plan shall:

(a) be inserted as the Security Management Plan in Annex 3 in this Schedule;
(b) contain, at a minimum, the Baseline Security Requirements in Annex 1 in this Schedule;
(c) identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
(d) detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Authority Premises, the Sites, the

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Supplier System, the Authority System (to extent that it is under the control of the Supplier) and any IT, Information and data (including the Authority Confidential Information and the Authority Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;

(e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.5);

(f) demonstrate that the Supplier has minimised the Authority and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offerings from the G-Cloud catalogue);

(g) set out the plans for transiting all security arrangements and responsibilities from those in place at the Effective Date to those incorporated in the ISMS at the date set out in Schedule 7 (*Implementation Plan*) for the Supplier to meet the full obligations of the security requirements set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*) and this Schedule;

(h) set out the scope of the Authority System that is under the control of the Supplier;

(i) be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards;

(j) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule; and

(k) be in accordance with the Security Policy Framework.

4.4 If the Security Management Plan submitted to the Authority pursuant to Paragraph 4.1 is approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Authority, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Authority pursuant to this Paragraph 4.4 may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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4.5 Approval by the Authority of the Security Management Plan pursuant to Paragraph 4.4 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5 AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

(a) emerging changes in Good Industry Practice;
(b) any change or proposed change to the IT Environment, the Services and/or associated processes;
(c) any new perceived or changed security threats; and
(d) any reasonable change in requirement requested by the Authority.

5.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:

(a) suggested improvements to the effectiveness of the ISMS;
(b) updates to the risk assessments;
(c) proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and
(d) suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, an Authority request, a change to Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*) or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Authority.

5.4 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.

6 SECURITY TESTING

6.1 The Supplier shall, at its own cost and expense, conduct relevant Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after significant architectural changes to the IT Environment or after any change or amendment to the ISMS, (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

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6.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of such tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.

6.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Agreement, the Authority and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Authority may notify the Supplier of the results of such tests after completion of each such test. If any such Authority test adversely affects the Supplier's ability to deliver the Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Authority test.

6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Authority's prior written approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Baseline Security Requirements or security requirements (as set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*)) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.

6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default for the purposes of Clause 29.1(c) (*Rectification Plan Process*).

6.6 If the Supplier or any of its Sub-contractors receive a critical vulnerability alert as set out in Schedule 2 or Schedule 3, the Supplier shall, at its own cost and expense, conduct an assessment to determine whether the Services have been affected.

6.7 Where the Services have been affected, the Supplier must notify the Authority promptly and the Authority will determine what action, if any, the Supplier will need to take, in accordance with the Agreement.

7 ISMS COMPLIANCE

7.1 The Authority shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001, the specific security requirements set out in *Schedule 2.1.1 (Operate and Maintain) and Schedule 2.1.2 (Develop)* and the Baseline Security Requirements.

7.2 If, on the basis of evidence provided by such audits, it is the Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001, the specific security requirements set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule

7.3 2.1.2 (*Develop*) and/or the Baseline Security Requirements is not being achieved by the Supplier, then the Authority shall notify the Supplier of the same and give the Supplier a

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reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement any necessary remedy. If the Supplier does not become compliant within the required time then the Authority shall have the right to obtain an independent audit against these standards in whole or in part.

7.4 7.3 If, as a result of any such independent audit as described in Paragraph 7.2 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001, the specific security requirements set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*) and/or the Baseline Security Requirements then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.

8 BREACH OF SECURITY

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

(a) immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

i. minimise the extent of actual or potential harm caused by any Breach of Security;

ii. remedy such Breach of Security to the extent possible and protect the integrity of the IT Environment to the extent within its control against any such Breach of Security or attempted Breach of Security;

iii. apply a tested mitigation against any such Breach of Security or attempted Breach of Security and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;

iv. prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and

v. supply any requested data to the Authority or the Computer Emergency Response Team for UK Government ("GovCertUK") on the Authority's request within 2 Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

(b) as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Baseline Security Requirements or security requirements (as set out in Schedule 2.1.1 (*Operate and Maintain*) and Schedule 2.1.2 (*Develop*)) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Authority.

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9 BREACH OF SECURITY – IT ENVIRONMENT

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

9.2 Notwithstanding the provisions of Paragraph 9.1, if a Breach of Security is detected in the Services the Parties shall co-operate to reduce the effect of the Breach of Security, and particularly if the Breach of Security causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore services to their desired operating efficiency.

10 VULNERABILITES AND CORRECTIVE ACTION

10.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which unless mitigated will present an unacceptable risk to the Authority's information.

10.2 The severity of threat vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

(a) the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST http://nvd.nist.gov/cvss.cfm); and
(b) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

10.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

(a) the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
(b) the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
(c) the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

10.4 The Supplier Solution and Implementation Plan shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be upgraded within 6 months of the release of the latest version, such that it is no more than one major

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version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

(a) where upgrading such Supplier COTS Software and Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 months of release of the latest version ; or

(b) is agreed with the Authority in writing.

10.5 The Supplier shall:

(a) implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

(b) ensure that the IT Environment (to the extent that the IT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

(c) ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Term;

(d) pro-actively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4(e)

(e) from the date specified in the Security Management Plan (and before the first Operational Service Commencement Date) provide a report to the Authority within 5 Working Days of the end of each month detailing both patched and outstanding vulnerabilities in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

(f) propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;

(g) remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier Solution and IT Environment); and

(h) inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment and provide initial indications of possible mitigations.

10.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 10, the Supplier shall immediately notify the Authority.

10.7 A failure to comply with Paragraph 10.3 shall constitute a Notifiable Default, and the Supplier shall comply with the Rectification Plan Process.

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ANNEX 1: BASELINE SECURITY REQUIREMENTS

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ANNEX 2: INFORMATION SECURITY MANAGEMENT SYSTEM

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ANNEX 3: SECURITY MANAGEMENT PLAN

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SCHEDULE 2.6: INSURANCE REQUIREMENTS

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1 OBLIGATION TO MAINTAIN INSURANCES

1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the **"Insurances"**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers who are:

(a) of good financial standing;
(b) appropriately regulated; and
(c) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
(d) Where any Insurances are provided by an Affiliate of the Supplier, the Supplier shall provide to the Authority on the Effective Date (or inception of the relevant Insurances if later) and thereafter within 10 Working Days of written request from the Authority evidence of good financial standing of the relevant Affiliate in a form satisfactory to the Authority. In the absence of a Financial Distress Event, the Authority shall not make any such request more than annually.
(e) The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2 GENERAL OBLIGATIONS

2.1 Without limiting the other provisions of this Agreement, the Supplier shall:

(a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
(b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
(c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3 FAILURE TO INSURE

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the

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Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 EVIDENCE OF INSURANCES

4.1 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5 AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being **"in the aggregate"**:

(a) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:

i. details of the policy concerned; and

ii. its proposed solution for maintaining the minimum limit of indemnity specified; and

(b) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:

i. ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or

ii. if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6 CANCELLATION

6.1 Subject to Paragraph 6.2, the Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7 INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

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7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of Text Redactedrelating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

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ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and
(b) loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3 Limit of indemnity

Not less than Text Redacted in respect of any one occurrence, the number of occurrences being unlimited, but Text Redacted in the aggregate per annum in respect of products and pollution liability.

4 Territorial limits

United Kingdom

5 Period of insurance

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6 Cover features and extensions

Indemnity to principals clause.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

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8 Maximum deductible threshold

Not required.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1 Insured

The Supplier

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3 Limit of indemnity

Not less than Text Redacted *in* respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial Limits

United Kingdom

1 Period of insurance

From the date of this Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Term or until earlier termination of this Agreement and (b) for a period of 6 years thereafter.

5 Cover features and extensions

Retroactive cover to apply to any "claims made policy wording" in respect of this Agreement or retroactive date to be no later than the Effective Date.

6 Principal exclusions

6.1 War and related perils

6.2 Nuclear and radioactive risks

7 Maximum deductible threshold

Not required.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

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SCHEDULE 3: BUSINESS DEVELOPMENT

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1 INTRODUCTION

1.1 The Supplier shall use its best endeavours to increase revenues from print sales and develop new commercial revenue streams, leveraging the legislation.gov.uk brand, Platform and the Authority's expertise and editorial capabilities, to deliver a Royalty return to the Authority as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*).

1.2 The Supplier must ensure that commercial activities do not impact on the performance or appearance of the core services and Platform, or detract from the authority of the legislation.gov.uk brand. All proposed commercial activities shall be brought to the Commercial Board as set out in Schedule 9.1 (*Governance*) for review and approval by the Authority.

1.3 The Supplier shall develop a three-year Business Strategy for review and approval by the Commercial Board, based on the Supplier's market research and competitor analysis. This shall be delivered to the Commercial Board for review within three months of the commencement of this Agreement.

1.4 The Supplier shall create and maintain an Annual Business Plan for the development of its commercial offering over the Term of this Agreement. This shall be delivered to the Commercial Board for review within three months of the commencement of this Agreement.

1.5 The Business Strategy and Annual Business Plan must include revenue targets and investment commitments, to be agreed with the Authority and reviewed regularly at the Commercial Board.

1.6 The Supplier's level of achievement against the targets in the Business Strategy and Annual Business Plan will be a factor in the Authority's decision to extend, or to not extend, this Agreement, as set out in Schedule 9.8 (*Contract Extension*).

2 NEW BUSINESS DEVELOPMENT

2.1 The Supplier shall develop new commercial products and services under the terms of this Agreement, in addition to the existing print sales, subject to the review and approval of the Commercial Board. The products should explore new channels and new opportunities, deriving commercial value from, and increasing the reach of, legislation.gov.uk including (but not restricted to) the following areas:

(a) print;
(b) online;
(c) mobile devices;
(d) e-books;
(e) data feeds and data services;
(f) research services;
(g) legislation commentary; and
(h) compliance services.

2.2 All activities undertaken to meet the requirements of this Schedule 3 (*New Business Development*) hall be solely at the Supplier's cost.

2.3 The Suppliers' new business development planning shall include the "cradle to grave" lifecycle for all new products and services, outlining initial go-live features, the potential for future investment and enhancement and, where relevant, end-of-life planning.

2.4 The Supplier shall help with the updating of legislation where there is a viable, revenue-generating business need.

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3 SPECIFIC REQUIREMENTS FOR PRICING AND DELIVERY

3.1 The Supplier shall be responsible for all investment in the development, infrastructure, delivery and marketing of the commercial products and services the Supplier provides under this Agreement.

3.2 The Supplier shall develop a pricing model and business justification for the prices, for all commercial products and services delivered under this Agreement, including the print products, for approval by the Commercial Board.

4 SPECIFIC REQUIREMENTS FOR MARKETING AND GO TO MARKET

4.1 The Supplier shall be responsible for the go to market planning for all business development activities, including (but not restricted to):

(a) developing a marketing strategy;
(b) public relations and customer engagement;
(c) channel strategy development;
(d) sales strategy; and
(e) commercial services management.

4.2 The Supplier's business development process shall include, but not be limited to:

(a) monitoring industry forums, new channels and influencers' blogs or social media channels to identify new and emergent markets;
(b) identifying customers and customer needs;
(c) competitor analysis;
(d) targets (to include anticipated market share, volumes, projected revenue and growth projections);
(e) scoping resources and investment levels required;
(f) customer satisfaction surveys
(g) focus groups;
(h) events and conferences;
(i) desk research and analysis;
(j) user testing; and
(k) regular client engagement

5 REPORTING AND GOVERNANCE

5.1 The Supplier shall submit its Business Strategy to the Commercial Board, as set out in Schedule 9.1 (*Governance*), for review and approval.

5.2 If the Business Strategy is not approved, the Supplier shall revise and re-submit it to the Commercial Board within 10 working days.

5.3 The Supplier shall submit its Annual Business Plan to the Commercial Board, as set out in Schedule 9.1 (*Governance*), for review and approval.

5.4 If the Annual Business Plan is not approved, the Supplier shall revise and re-submit it to the Commercial Board within 10 working days.

5.5 The Supplier shall submit its pricing strategy for commercial products and services delivered under the requirements of this Schedule 3 (*New Business Development*) to the Commercial Board, as set out in Schedule 9.1 (*Governance*), for review and approval.

5.6 If the pricing strategy is not approved, the Supplier shall revise and re-submit it to the Commercial Board within 10 working days.

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5.7 The Supplier's delivery against the targets set out in its Business Strategy and Annual Business Plan shall be monitored at the Commercial Board.

5.8 The Supplier shall produce an annual review of delivery against its Business Strategy and Annual Business Plan, for review by the Commercial Board.

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SCHEDULE 4: AUTHORITY RESPONSIBILITIES

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Authority Responsibilities

1 INTRODUCTION

1.1 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL OBLIGATIONS

2.1 The Authority shall:

(a) perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules;

(b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;

(c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the Implementation Plan;

(d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and

(e) procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

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SCHEDULE 5: SUPPLIER MATTERS

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SCHEDULE 5.1: COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information

Text Redacted

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SCHEDULE 5.2: NOTIFIED KEY SUB-CONTRACTORS

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Notified Key Sub-Contractors

1 In accordance with Clause 16.6 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Agreement where it has received the Authority's prior Approval. The Authority has given its prior Approval to the Key Sub-contractors listed in the table below.

2 The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	**Registered office and company number**	**Related product/ Service description**	**Key Sub-contract price expressed as a percentage of total projected Charges over the Term**	**Key role in delivery of the Services**
Juris Datum	Sole Trader	Technical Consultant	1%	Freelance Technical
Bunnyfoot	Hartwell Innovation Centre 173 Curie Avenue Didcot Oxfordshire OX11 0QG Company number: 03916863	Expert behavioural research and web usability consultancy	Less than 1%	Web Usability
Phoenix Solutions for All	Kagaine House 57-67 High Street Edgeware HA8 7DD Company number: 06331427	SI Template Training	Less than 1%	SI, SSI, SR and WSI Template Training
4Bind Limited	1 – 5 Nelson Street Southend-On-Sea Essex United Kingdom SS1 1EG Company number: 09875750	Bound Volumes	Less than 1%	Binder of Bound Volumes
Amazon Web Services (AWS)	PO Box 84023 Seattle WA 98124-8423 US	Platform Architecture		Hosting Provider

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Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services
NTA Monitor	13-15 Railway Street Chatham Kent ME4 4HU Company number: 03297071	Penetration Testing/IT Health Checks	Less than 1%	Security Testing
Barr Printers	37 Kirk Wynd Kirkcaldy Fife KY1 1EN Company number: SC049058	Scottish Official Copies	Less than 1%	Printers
K International	C/O Grant Thornton Uk Llp, Victoria House, 199 Avebury Boulevard, Milton Keynes, England, MK9 1AU Company number: 02722328	Translation and Linguistics	Less than 1%	Welsh translation

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SCHEDULE 5: Supplier Matters

SCHEDULE 5.3: THIRD PARTY CONTRACTS

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Third Party Contracts

1 The contracts listed in the table below constitute a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, (**"Third Party Contracts"**).

2 The Supplier shall be entitled to update this Schedule in accordance with Clause 16.6 (*Appointment of Sub-contractors*).

Third party supplier name and address (if not the same as the registered office)	**Registered office and company number**	**Related product/service description**
Amazon Web Services (AWS)	PO Box 84023 Seattle WA 98124-8423 US	Legislation Platform Hosting
Marklogic	1st Floor, West Wing Davidson House Forbury Square Reading Berkshire, RG1 3EU Company number: 06080277	Software licences XML data repository
Ontotext	135, Tsarigradsko Shosse Bul., Sofia, Bulgaria	Software licences GraphDB RDF store
OpenLink Group Ltd	Airport House Purley Way Croydon Surrey, CR0 0XZ Company number: 04497907	Software licences Virtuoso RDF Store

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SCHEDULE 6: SOFTWARE

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Software

1 THE SOFTWARE

1.1 The Software used for the purposes of the delivery of the Services as described in Schedule 2 (*Service Requirements*) and as described in Schedule 3 (*Business Development*) to the Authority in accordance with Clauses 17 (*Intellectual Property Rights*), 18 (*Transfer and Licences Granted by the Supplier*) and Clause 22 (*Crown Copyright*).

1.2 The Supplier agrees that they will update this Schedule periodically to record any Software (including Third Party Software) subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2 SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type
ActiveText	n/a	Content management System				

3 THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)
Amazon Linux	AWS	Operating System	Amazon Marketplace		n/a	COTS
Windows Server	Microsoft	Operating System	Amazon Marketplace		n/a	COTS
Apache Ant	Open Source	Build utility	Open Source		n/a	Non-COTS
Apache HTTP Server	Open Source	Web Server	Open Source		n/a	Non-COTS
Apache Tomcat	Open Source	Application Server	Open Source		n/a	Non-COTS
Apache FOP	Open Source	PDF generator	Open Source		n/a	Non-COTS
IIS	Microsoft	Web Server	n/a		n/a	COTS

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)
Java	Oracle	Application Server	Free to use		n/a	Non-COTS
PHP	Open source	Application Server	Open Source		n/a	Non-COTS
.net Framework	Microsoft	Application Server	n/a		n/a	COTS
Drupal	Open source	Web CMS	Open Source		n/a	Non-COTS
Drush	Open source	Drupal utility	Open Source		n/a	Non-COTS
Orbeon	Open source	Application Server	Open Source		n/a	Non-COTS
GATE	Open source	Text Analysis	Open Source		n/a	Non-COTS
Puelia	Open source	Linked Data API	Open Source		n/a	Non-COTS
Microsoft Word	Microsoft	Word Processor	24		n/a	COTS
GhostScript	Artifex Software	PDF generator	2		n/a	COTS
Imagemagick	Open source	Image manipulation	Open Source		n/a	Non-COTS
MathType	Design Science	Formula manipulation	5		n/a	COTS
Upload progress	Open source	Web server utility	Open Source		n/a	Non-COTS
Saxon	Saxonica	xslt processor	Open Source		n/a	Non-COTS
Saxon	Saxonica	XML engine	Open Source		n/a	Non-COTS
PDFLabs PDF toolkit	PDFlabs	PDF manipulation			n/a	Non-COTS
BaxterSoft TIFFTool Kit Library	Baxtorsoft	Image manipulation			n/a	Non-COTS
Bitmiracl e libtiff	Bitmiracle	Image manipulation			n/a	Non-COTS

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)
sp (sgml parser)	Open source	SGMLengine	Open Source		n/a	Non-COTS
b2xtranslator	Open Source	Document conversion	Open Source		n/a	Non-COTS
log4net	Open Source	Logging	Open Source		n/a	Non-COTS
SharpZipLib	Open Source	Archiving	Open Source		n/a	Non-COTS
AWSSDK	Amazon	Amazon Cloud SDK	Amazon Marketplace		n/a	Non-COTS
Log4J	Open Source	Logging	Open Source		n/a	Non-COTS
Jena	Apache Software Foundation	RDF utility	Open Source		n/a	Non-COTS
Jersey and associated components	Open source	Web Service library	Open Source		n/a	Non-COTS
XMetaL	Just Systems	XML editor	24		n/a	COTS
Jing – RelaxNG validator inJava	Open source	RelaxNG utility	Open Source		n/a	Non-COTS
MarkLogic	MarkLogic	No-SQLdatabase	9	2x16core process	n/a	COTS
MySQL	MySQL	Relation al database	Amazon Marketplace		n/a	Non-COTS
Virtuoso	Openlink	No-SQLdatabase	2	ten (10) Client Service Threads -Utilize a maximum of sixteen (16) processor cores CPU affinity	n/a	COTS

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)
GraphDB(Owlim)	Ontotext	No-SQLdatabase	2	1 license for4-core, 1 license for 16-core	n/a	COTS
Jenkins	Open source	Build utility	Open Source		n/a	Non-COTS
Java	Oracle	Application Server	Open Source		n/a	Non-COTS
Puppet	Open Source	Deployment utility	Open Source		n/a	Non-COTS

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ANNEX 1: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [***date***] 20

BETWEEN:

[*insert name*] of [*insert address*] (the "**Sub-licensee"**); and

[*insert name*] of [*insert address*] (the **"Supplier"** and together with the Supplier, the

"Parties").

WHEREAS:

(A) [*insert name of Authority*] (the "**Authority**") and the Supplier are party to a contract dated [*insert date*] (the "**Agreement**") for the provision by the Supplier of [*insert brief description of services*] to the Authority.

(B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Agreement (the "**Sub-licence**").

(C) It is a requirement of the Agreement that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Confidentiality Agreement, unless the context otherwise requires:

"Confidential Information" means

(a) Information, including all personal data within the meaning of the Data Protection Act 1998, and however it is conveyed, provided by the Authority to the Sub- licensee pursuant to or in connection with the Sub- licence that relates to:
   i. the Supplier; or
   ii. the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, 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 supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;

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(c) other Information provided by the Authority pursuant to this Confidentiality Agreement to the Sub- licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub- licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above but not including any information that was:

i. in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;

ii. the Sub-licensee obtained on a non- confidential basis from a third party who is not, to the Sub-licensee's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Sub-licensee;

iii. was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Confidentiality Agreement or breach of a duty of confidentiality; or

iv. was independently developed without access to the Confidential Information;

"Information" means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

"Sub-licence" has the meaning given to that expression in recital (B) to this Confidentiality Agreement.

1.2 In this Confidentiality Agreement:

(a) a reference to any gender includes a reference to other genders;

(b) the singular includes the plural and vice versa;

(c) the words "include" and cognate expressions shall be construed as if they were immediately followed by the words "without limitation";

(d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Confidentiality Agreement) and any prior or subsequent subordinate legislation made under it;

(e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Confidentiality Agreement; and

(f) references to Clauses are to clauses of this Confidentiality Agreement.

2 CONFIDENTIALITY OBLIGATIONS

2.1 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

(a) treat all Confidential Information as secret and confidential;

(b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

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(c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
(d) not transfer any of the Confidential Information outside the United Kingdom;
(e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
(f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
(g) upon the expiry or termination of the Sub-licence:
    i. destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
    ii. ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
    iii. make no further use of any Confidential Information.

3 PERMITTED DISCLOSURES

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

(a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and
(b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
(c) have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to Clause 3.2 of this Confidentiality Agreement, the Sub-licensee shall, if the circumstances permit:

(a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
(b) ask the court or other public body to treat the Confidential Information as confidential.

4 GENERAL

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Confidentiality Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

(a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
(b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

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(c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

4.3 The rights, powers and remedies provided in this Confidentiality Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Confidentiality Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Confidentiality Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Confidentiality Agreement shall be limited to Text Redacted

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Confidentiality Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Confidentiality Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 NOTICES

5.1 Any notice to be given under this Confidentiality Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2 of this Confidentiality Agreement.

5.2 Any Notice:

(a) if to be given to the Supplier shall be sent to:

[*Address*]

Attention: [*Contact name and/or position, e.g. "The Finance Director"]*

(b) if to be given to the Sub-licensee shall be sent to:

[*Name of Organisation*]

[*Address*]

Attention: [ ]

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6 GOVERNING LAW

6.1 This Confidentiality Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Confidentiality Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Confidentiality Agreement.

IN WITNESS of the above this Confidentiality Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier**]**

Signature: Date:

Name: Position:

For and on behalf of [name of Sub-licensee**]**

Signature: Date:

Name: Position:

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SCHEDULE 7: Implementation and Testing

SCHEDULE 7: IMPLEMENTATION PLAN

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Implementation Plan

1 INTRODUCTION

1.1 This Schedule defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan

2 OUTLINE IMPLEMENTATION PLAN

2.1 The Outline Implementation Plan is set out in Annex 1.

2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 33 (*Authority Cause*)).

3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 90 Days of the Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

(a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
(b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
  i. the completion of each design document;
  ii. the completion of the build phase;
  iii. the completion of any Testing to be undertaken in accordance with Schedule 2.1.3 (*Testing Procedures and Release Management*); and
  iv. training and roll-out activities;
(c) clearly outlines all the steps required to implement the Milestones to be achieved in the Implementation Period, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;
(d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
(e) is produced using a software tool as specified, or agreed by the Authority.

3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:

(a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
  i. details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
  ii. copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
(b) any other work in progress in relation to the Detailed Implementation Plan; and

(c) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:

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(a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
(b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.

3.5 If the Authority rejects the draft Detailed Implementation Plan:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
(b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

4 UPDATES TO AND MAINTAINANCE OF THE DETAILED IMPLEMENTATION PLAN

4.1 Following the approval of the Detailed Implementation Plan by the Authority (**"the Approval Date"**):

(a) the Supplier shall submit a revised Detailed Implementation Plan to the Authority every 3 months starting 3 months from the Approval Date;
(b) without prejudice to Paragraph 4.1(a), the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
(c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
(d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 9.1
(e) (*Governance*). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the Service Management Board
(f) in monitoring the Supplier's performance against the Implementation Plan the Authority shall take into account any impact that delivery of the Implementation Plan has had on the delivery of the Service as defined in Schedule 2.1.

4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

(a) any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and

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(b) in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 33 (*Authority Cause*).

4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

5 GOVERNMENT REVIEWS

5.1 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

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ANNEX 1: OUTLINE IMPLENTATION PLAN

Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Carry out full architecture review of the Platform	The Supplier shall conduct a detailed technical review of the current architecture, working with the technical leads for each component of the Platform, and shall formulate a strategy that will underpin the Supplier's approach to maintaining the services. The Supplier shall produce a report containing detailed recommendations to the Authority for approval and implementation.	01/04/19	30/09/19		Text Redacted	Text Redacted
Prepare Maintenance Roadmap	The Supplier shall create a Maintenance Roadmap for Adaptive, Perfective, and Preventive Maintenance of the Platform that covers the life of the contract. The Maintenance Roadmap shall assess the level of technical debt and potential future developments. The Maintenance Roadmap shall include prioritised actions and recommendations to reduce the technical debt and to aid the long-term management and development of the Platform. The Maintenance Roadmap will be maintained and updated for the duration of the contract. The Maintenance Roadmap will be presented to the Delivery Board for approval	01/04/19	30/09/19		Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Prepare Annual Maintenance Plan	The Supplier shall create an Annual Maintenance Plan. The Maintenance Plan will be compliant with the guidance in ISO/IEC 14764. The plan will detail all aspects of maintenance and the resources that the Supplier will assign to implement it as defined by the standard. It will be informed by the strategy and Maintenance Roadmap and shall set out the milestones for the Supplier over the year. It will also recommend any major Platform upgrades. The Annual Maintenance Plan will be submitted to the Delivery Board for approval	01/04/19	30/09/19		Text Redacted	Text Redacted
Conduct internal training on ISO14764	The Supplier shall train its resources on ISO/ IEC 14764 and shall provide evidence of conformance and adoption of the new practices defined in the requirements.	01/04/19	30/09/19		Text Redacted	
Create a plan to improve the existing design patterns of legislation.gov.u k, the Publishing System and the Editorial System to more closely mirror GDS design patterns where there is a difference	The Supplier shall identify any instances where the Platform diverges from GDS design patterns and propose solutions to the Authority for approval.	01/04/19	30/09/19		Text Redacted	

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Resolve inherited bugs and issues	The Supplier shall ensure that inherited bugs and issues will be resolved. The Supplier will invest in additional resource during Implementation to address the inherited bugs and issues.	01/04/19	30/09/19	130	Text Redacted	
Document Platform APIs using Open API Specification	The Supplier shall implement the OpenAPI specification by enabling the generation of JSON or YAML based documents to describe each API in the Platform as per the specification.. This will include the documentation of all resources available on legislation.gov.uk and the expected responses to HTTP requests. The Supplier shall make recommendations for publishing this documentation on the developer zone on legislation.gov.uk. The Supplier shall ensure all documentation is kept up to date by making any updates part of the release process. The Supplier shall evaluate the effectiveness of Swagger as an authoring tool and make recommendations to the Authority.	01/04/19	30/09/19		Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Configure support for HTTP and HTTPS requests	The Supplier shall: consult the Authority on moving to supporting HTTPS only ensure that requests for legislation resources over HTTP and HTTPS are properly resolved	01/04/19	30/09/19	15	Text Redacted	Text Redacted
Resolve weaknesses identified in the Content Capture Templates	The Supplier shall propose recommendations for addressing any weaknesses in the content capture templates including SI Templates and Explanatory Notes Templates for approval by the Authority.	01/04/19	30/09/19		Text Redacted	Text Redacted
Improve the SI Template to enforce the creation of alternative text for images and formulae	The Supplier shall improve the SI Template to enforce the creation of alternative text at source. The Supplier shall also isolate the occurrences which can then be presented to a drafter to remediate.	01/04/19	30/09/19	15	Text Redacted	Text Redacted
Carry out External Accessibility Audit	The Supplier shall use external accessibility testing specialist (Digital Accessibility Centre – DAC) to undertake an audit of the platform and submit recommendations to the Authority.	01/04/19	30/09/19	15	Text Redacted	Text Redacted
Implement support for Explanatory Notes on Legislation.gov. uk API and implement HTML presentation for Explanatory notes	The Supplier shall onboard the existing Explanatory Notes Template and supporting documentation. The Supplier shall undertake the transformation and re-publication of the backlog of Explanatory Notes to UK Acts to a standard format.	01/04/19	30/09/19	65	Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Update existing support documentation	The Supplier shall update and improve the existing technical support documentation for the Service as a baseline for future maintenance, for approval by the Technical Standards Board.	01/04/19	30/09/19		Text Redacted	Text Redacted
Adapt PDF workflows to confirm with ISO 32000-2-2017	The Supplier shall maintain application logic to enable open data to be provided in the open standard formats specified. The Supplier shall upgrade PDFs to a format consistent with ISO 32000-2- 2017 The Supplier shall adapt the workflows to support PDF publishing to a format consistent with ISO 32000-2-2017.	01/04/19	30/09/19		Text Redacted	
Segment Vendor specific functions from other code in SVN and document	The Supplier shall separate out application logic that relies on vendor specific functions in the code base and clearly document it. The Supplier shall separate out code that uses MarkLogic extensions to XQuery into separate modules.	01/04/19	30/09/19	20	Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Resolve any remaining namespace issues	The Supplier shall use the legislation.gov.uk domain name to namespace all Platform specific data models and all application logic used to deliver the services The Supplier shall replace any remaining legacy reference to the tso.co.uk domain. The Supplier shall replace any remaining legacy reference to the tso.org. uk domain.	01/04/19	30/09/19		Text Redacted	Text Redacted
Complete work to create a single CLML schema using RelaxNG	The Supplier shall compile a single Schema for CLML using RelaxNG	01/04/19	30/09/19	40	Text Redacted	Text Redacted
Implement full audit trail in the Publishing System	The Supplier shall provide an audit trail in an open standard format that can be used to measure performance against the proposed KPIs. The Supplier shall update the Audit Trail so that all data related to offline processing is captured and create MI reports from the data.	01/04/19	30/09/19	20		Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Improve processes for Bibliographic data capture	The Supplier shall enhance the current process so that all additional information entered by the bibliographic team is not entered directly into BDMS. The Supplier will investigate using GATE to automate the extraction of data from the legislation text. The Supplier shall ensure Bibliographic data is modelled and stored as data, rather than as a textual summary. The Supplier shall ensure that the textual summary is composed automatically by combining information from separate data fields.	01/04/19	30/09/19	40	Text Redacted	Text Redacted
Prepare Business Continuity and Disaster Recovery Plan	The Supplier shall prepare a Business Continuity and Disaster Recovery Plan to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and the recovery of the Services in the event of a Disaster.	01/08/18	30/09/18		Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Prepare Security Policy	The Supplier shall prepare a Security Policy, for approval by the Authority, for delivery of the Services, in accordance with Schedule 2.5 – Security Management. The Security Policy will include an Information Security Management System (ISMS), security access controls and a Security Management Plan and shall as a minimum use Good Industry Practice and will comply with the Baseline Security Requirements. It will be maintained and kept current through the life of the contract.	01/08/18	30/09/18		Text Redacted	Text Redacted
Prepare Backup Policy	The Supplier shall produce a backup policy that incorporates all aspects of the services and includes a retention policy and shipping backups outside of AWS.	01/08/18	30/09/18		Text Redacted	Text Redacted
Prepare Patching Policy	The Supplier shall propose and implement a patching policy that will be maintained through the Maintenance Roadmap, subject to the approval of the Authority.	01/04/19	30/09/19		Text Redacted	
Migrate redirections to an Apache HTTP server on the Cloud	The Supplier currently maintains redirections from old domains to legislation.gov.uk using IIS HTTP server. During Implementation the Supplier shall migrate this function to an Apache HTTP server on the Cloud.	01/04/19	30/09/19			

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Carry out Risk Assessment	The Supplier shall carry out a risk assessment as part of its approach to transitioning the services being delivered under this contract, required to inform the Security Policy.	01/04/19	30/09/19		Text Redacted	
Prepare Strategy for managing website load	The Supplier shall propose a strategy to ensure Website and wider platform performance. This strategy will include management of website traffic such as handling User, Crawler and Bots, autoscaling and right-sizing of infrastructure.	01/04/19	30/09/19		Text Redacted	
Prepare cloud set up document	The Supplier shall create updated documentation outlining all necessary steps and processes taken to set up the cloud in the event of a change of cloud provider.	01/04/19	30/09/19		Text Redacted	
Transition to ISO 9001:2015 in 2018	The Supplier shall ensure that the ISO 9001 accreditation has been certified to 2015 status.	01/04/19	30/09/19	Completed		
Implement a succession plan to mitigate the risk of overreliance on keyindividuals	The Supplier will prepare and maintain a detailed succession plan in relation to key personnel for approval by the Authority. The succession plan should include (but not be limited to) succession arrangements for all key personnel, a skills review for all key personnel identifying relevant skills gaps or risks, and a training plan where relevant.	01/04/19	30/09/19		Text Redacted	Text Redacted

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Incentivise cost savings [Page 31 of Category 2 response]	The Supplier shall develop a proposal for ways in which Hosting cost savings could be incentivised, for discussion with the Authority.	01/04/19	30/09/19		Text Redacted	N/A
Correct accessibility issues in the non data driven HTML	The Supplier shall correct accessibility issues in the non data driven HTML as part of Corrective Maintenance.	01/04/19	30/09/19		Text Redacted	Text Redacted
Code in the open	The Supplier shall submit a plan, for approval by the Authority, for coding in the open. From then on, the Supplier shall, as far as possible, code in the open by placing source code in a publicly available source code repository.	01/04/19	30/09/19		Text Redacted	
Create a customer charter	The Supplier shall provide a customer charter outlining its customer care and complaints policy.	01/04/19	30/09/19		Text Redacted	Text Redacted
Publish the backlog of Annual Bound Volumes and Annual Editions and create a plan for the automation of production of Bound Volumes and Chronological Tables	The Supplier shall complete the preparation and publication of any backlog of Annual Bound Volumes and Annual Editions and shall propose and, subject to Authority approval, enact a plan for improving processes and automation of Bound Volumes and Chronological Tables.	01/04/19	30/09/19		Text Redacted	Text Redacted
Proposal for introduction of a CMS to the Platform	The Supplier shall implement a plan for the introduction of a CMS to the Platform.	01/04/19	30/09/19			

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Start	Finish	Estimated number of days	Lead	Resource
Update caching strategy	The Supplier shall implement, maintain and periodically revise the caching strategy document for the legislation.gov.uk website	01/04/19	30/09/19			
Implement robust password policies	The Supplier shall ensure the Editorial System, Publishing System and AWS Console have robust password policies. The Supplier shall correct the login for the Editorial system which uses pass phrases instead of a robust password policy.	01/04/19	30/09/19			
Review mailing lists	The Supplier shall review its mailing lists and feeds to ensure all cloud providers, operating systems and application software used in the platform are included and the notification process to alert the relevant support team is fully tested	01/04/19	30/09/19			
Produce a migration strategy document for moving to another cloud hosting provider	The Supplier shall provide a migration strategy document detailing the processes/steps required for the service to be moved to another cloud hosting provider	01/04/19	30/09/19			

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SCHEDULE 8: FINANCIAL MATTERS

SCHEDULE 8.1: ROYALTIES, PAYMENTS, CHARGES AND INVOICING

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SCHEDULE 8: FINANCIAL MATTERS

SCHEDULE 8.2: PAYMENTS ON TERMINATION

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Payments on Termination

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Applicable Supplier Personnel" any Supplier Personnel who:

(a) at the Termination Date:
  i. are employees of the Supplier;
  ii. are Dedicated Supplier Personnel;
  iii. have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and

(b) are dismissed or given notice of dismissal by the Supplier within:
  i. 40 Working Days of the Termination Date; or
  ii. such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and the Supplier can demonstrate to the satisfaction of the Authority:

(c) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;

(d) are genuinely being dismissed for reasons of redundancy; and

(e) have been selected for redundancy by the Supplier on objective grounds;

"Breakage Costs Payment" an amount equal to the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3;

"Compensation Payment" the payment calculated in accordance with Paragraph 6;

"Contract Breakage Costs" the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Agreement;

"Dedicated Supplier Personnel" all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;

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"Redundancy Costs"	the total sum of any of the following sums paid to Applicable Supplier Personnel: (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
"Request for Estimate"	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 33.1(a) (*Termination by the Authority*) to terminate this Agreement for convenience on a specified Termination Date;
"Shortfall Period"	has the meaning given in Paragraph 6.2;
"Termination Estimate"	has the meaning given in Paragraph 11.2
"Total Costs Incurred"	the Costs incurred by the Supplier up to the Termination Date in the performance of this Agreement and detailed in the Financial Model (but excluding Contract Breakage Costs, and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
"Unrecovered Costs"	**t**he Costs incurred by the Supplier in the performance of this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as such Costs and Charges are forecast in the Financial Model; and

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	this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as such Costs and Charges are forecast in the Financial Model; and
"Unrecovered Payment"	an amount equal to the lower of: (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and (b) the amount specified in Paragraph 4

2 TERMINATION PAYMENT

2.1 The Termination Payment payable pursuant to Clause 34.3(a) (*Payments by the Authority*) shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

3 BREAKAGE COSTS PAYMENT

3.1 The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination of this Agreement which:

(a) would not have been incurred had this Agreement continued until expiry of the Initial Term, or in the event that the Term has been extended, the expiry of the Extension Period;
(b) are unavoidable, proven, reasonable, and not capable of recovery;
(c) are incurred under arrangements or agreements that are directly associated with this Agreement;
(d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
(e) relate directly to the termination of the Services.

Limitation on Breakage Costs Payment

3.2 The Breakage Costs Payment shall not exceed the lower of:

(a) the relevant limit set out in Annex 1; and
(b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

Redundancy Costs

3.3 The Authority shall not be liable under this Schedule for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

Contract Breakage Costs

3.4 The Supplier shall be entitled to Contract Breakage Costs only in respect of Third Party Contracts or Sub-contracts which:

(a) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 9.5 (*Exit Management*); and

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(b) the Supplier can demonstrate:

i. are surplus to the Supplier's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and

ii. have been entered into by it in the ordinary course of business.

3.5 The Supplier shall seek to negotiate termination of any Third Party Contracts or Sub-contracts with the relevant third party or Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.

3.6 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:

(a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Agreement; and/or

(b) Assets not yet installed at the Termination Date.

4 UNRECOVERED PAYMENT

4.1 The Unrecovered Payment shall not exceed the lowest of:

(a) the relevant limit set out in Annex 1;

(b) 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and

(c) the Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) as forecast in the Financial Model.

5 MITIGATION OF CONTRACT BREAKAGE COSTS AND UNRECOVERED COSTS

5.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs and Unrecovered Costs by:

(a) the appropriation of Assets, employees and resources for other purposes;

(b) at the Authority's request, assigning any Third Party Contracts and Sub- contracts to the Authority or a third party acting on behalf of the Authority; and

(c) in relation to Third Party Contracts and Sub-contract that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

5.2 If Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, Unrecovered Costs payable by the Authority or a third party to the Supplier. In the event of any Dispute arising over whether the Supplier can use any Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to an Expert for determination in accordance with the procedure detailed in Schedule 9.3 (*Dispute Resolution Procedure*).

6 COMPENSATION PAYMENT

6.1 The Compensation Payment payable pursuant to Clause 34.3(b) (*Payments by the Authority*) shall be an amount equal to the total forecast Charges over the Shortfall Period (as stated in the Financial Model) multiplied by the Anticipated Contract Life Profit Margin.

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6.2 For the purposes of Paragraph 6.1, the "Shortfall Period" means:

(a) where the Authority terminates this Agreement pursuant to Clause 33.1(a) (*Termination by the Authority*), a number of days equal to the number of days by which the notice given falls short of 365 days.

but in each case subject to the limit set out in Paragraph 6.3.

6.3 The Compensation Payment shall be no greater than the lower of:

(a) the relevant limit set out in Annex 1; and

(b) 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate**.**

7 FULL AND FINAL SETTLEMENT

7.1 Any Termination Payment and/or Compensation Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 33.1(a) (*Termination by the Authority*) and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

8 INVOICING FOR THE PAYMENTS ON TERMINATION

8.1 All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 8.1 (*Royalties*, *Payments, Charges and Invoicing*).

9 SET OFF

9.1 The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule. For the avoidance of doubt, outstanding liabilities include any Variable Royalty Payments and Supplement Payments due to the Authority under Schedule 8.1(*Royalties*, *Payments, Charges and Invoicing*).

10 NO DOUBLE RECOVERY

10.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule 9.5 (*Exit Management*) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

10.2 The value of the Termination Payment and/or the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Agreement so that there is no double counting in calculating the relevant payment.

10.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

11 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT

11.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.

11.2 The Supplier shall within 20 Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the

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Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the "**Termination Estimate**"). The Termination Estimate shall:

(a) be based on the relevant amounts set out in the Financial Model;
(b) include:
    i. details of the mechanism by which the Termination Payment is calculated;
    ii. full particulars of the estimated Contract Breakage Costs in respect of each Sub-contract or Third Party Contract and appropriate supporting documentation;
    iii. full particulars of any outstanding and/or expected royalty payments due to the Authority; and
    iv. such information as the Authority may reasonably require; and
(c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.w

11.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Agreement.

11.4 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

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ANNEX 1: MAXIMUM PAYMENTS ON TERMINATION

Text Redacted

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SCHEDULE 8: FINANCIAL MATTERS

SCHEDULE 8.3: FINANCIAL DISTRESS

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Financial Distress

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Credit Rating Level"	a credit rating level as specified in Annex 2;
"Credit Rating Threshold"	the minimum Credit Rating Level for the Supplier as set out in Annex 3 and for each Key Sub-contractor as set out in Schedule 4.3 (*Notified Key Sub- contractors*); and
"Rating Agencies"	the rating agencies listed in Annex 1.

2 CREDIT RATING AND DUTY TO NOTIFY

2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date the long term credit ratings issued for the Supplier by each of the Rating Agencies are as set out in Annex 3.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for either the Supplier (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 If there is any downgrade credit rating issued by any Rating Agency for either the Supplier, the Supplier shall ensure that the Supplier's auditors thereafter provide the Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Supplier as at the end of each Contract Year or such other date as may be requested by the Authority. 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 Supplier;

B is the value of all marketable securities held by the Supplier 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 Supplier; and

D the value at the relevant date of the current liabilities of the Supplier or.

2.4 The Supplier shall:

(a) regularly monitor the credit ratings of the Supplier and each Key Sub-contractor with the Rating Agencies; and

(b) promptly notify (or shall procure that its auditors promptly notify) the Authority 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 Supplier first becomes aware of the Financial Distress Event,

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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 Supplier or relevant Key Sub-contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Supplier, 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 Supplier or any Key Sub-contractor dropping below the applicable Credit Rating Threshold;

(b) the Supplier 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 Supplier or any Key Sub-contractor;

(d) the Supplier or any Key Sub-contractor committing a material breach of covenant to its lenders;

(e) a Key Sub-contractor notifying the Authority that the Supplier 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 (in each case which the Authority 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):

i. commencement of any litigation against the Supplier or any Key Sub-contractor with respect to financial indebtedness greater than Text Redacted or obligations under a service contract with a total contract value greater than Text Redacted;

ii. non-payment by the Supplier or any Key Sub-contractor of any financial indebtedness;

iii. any financial indebtedness of the Supplier 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 Supplier or any Key Sub-contractor,

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

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

(a) rectify such late or non-payment; or

(b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

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3.3 The Supplier shall (and shall procure that any relevant Key Sub-contractor shall):

(a) at the request of the Authority, meet the Authority 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 Authority may permit and notify to the Supplier 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 Authority 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 Authority 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 Authority may permit and notify to the Supplier in writing); and

ii. provide such financial information relating to the Supplier as the Authority may reasonably require.

3.4 The Authority shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure under Paragraph 3.5.

3.5 If the Authority 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 Supplier'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 Authority, the Supplier shall:

(a) on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Agreement;

(b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph (a), submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of Paragraphs 3.4 and 3.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and

(a) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.7 Where the Supplier 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

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longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 3.6.

4 TERMINATION RIGHTS

The Authority shall be entitled to terminate this Agreement under Clause 33.1(b) (*Termination by the Authority*) if:

(a) the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 2.42.4(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 Supplier 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

(a) Without prejudice to the Supplier's obligations and the Authority'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: the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and

(b) the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3(b)(ii).

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ANNEX 1: RATING AGENCIES

- Experian
- Creditsafe

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ANNEX 2: CREDIT RATING LEVELS

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

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ANNEX 3: CREDIT RATINGS AND CREDIT RATING THRESHOLDS

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	85/100	Very Low Risk

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SCHEDULE 8: FINANCIAL MATTERS

SCHEDULE 8.4: FINANCIAL REPORTS AND AUDIT RIGHTS

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Financial Reports and Audit Rights

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Annual Contract Report"	the annual contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
"Audit Agents"	(a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Contract Amendment Report"	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
"Final Reconciliation Report";	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
"Financial Model"	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part B;
"Financial Reports"	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
"Financial Transparency Objectives"	has the meaning given in Paragraph 1 of Part A;
"Material Change"	a Change which: (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: i. 5% or more; or ii. Text Redacted or more;

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"Open Book Data" complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

(a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;

(b) operating expenditure relating to the provision of the Services including an analysis showing:

i. the unit costs and quantity of consumables and bought-in services;

ii. manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;

iii. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and

iv. Reimbursable Expenses;

(c) Overheads;

(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

(e) the Supplier Profit achieved over the Term and on an annual basis;

(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

(g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and

(h) the actual Costs profile for each Service Period.

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PART A: FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA

1 FINANCIAL TRANSPARENCY OBJECTIVES

1.1 The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

Understanding the Charges

(a) for the Authority to understand any payment sought from it by the Supplier including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Personnel in providing the Services and the Supplier Profit Margin;

(b) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

(c) to facilitate the use of Guaranteed Maximum Price with Target Cost pricing mechanisms (where relevant as referred to in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*));

Agreeing the impact of Change

(d) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;

(e) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

Continuous improvement

(f) for the Parties to challenge each other with ideas for efficiency and improvements; and

(g) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the **"Financial Transparency Objectives"**).

2 OPEN BOOK DATA

2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:

(a) maintain and retain the Open Book Data; and

(b) disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

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PART B: FINANCIAL REPORTS

1 PROVISION OF THE FINANCIAL REPORTS

1.1 The Supplier shall provide

(a) the Contract Inception Report on or before the Effective Date; and
(b) during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a Material Change being agreed between the Supplier and the Authority
Quarterly Contract Report	Within 1 month of the end of each Quarter
Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 months after the end of the Term

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Agreement. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

(a) be completed by the Supplier using reasonable skill and care;
(b) incorporate and use the same defined terms as are used in this Agreement;
(c) quote all monetary values in pounds sterling;
(d) quote all Costs as exclusive of any VAT; and
(e) quote all Costs and Charges based on current prices.

1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:

(a) being accurate and not misleading;
(b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
(c) being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
(d) compliant with the requirements of Paragraph 1.6.

1.6 The Supplier shall:

(a) prepare each Financial Report using the same methodology as that used for the Contract Inception Report;

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(b) ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
(c) the Final Reconciliation Report is a true and fair reflection of the Costs; and
(d) not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.

1.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:

(a) the Costs incurred (or those forecast to be incurred) by the Supplier; and/or
(b) the forecast Charges for the remainder of the Term,

the Supplier shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Agreement.

2 FINANCIAL MODEL

2.1 Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:

(a) the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;
(b) the Supplier shall make appropriate Supplier Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and
(c) the Authority shall either within 10 Working Days of the meeting referred to in Paragraph 2.1(a) notify the Supplier that:
    i. the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within 10 Working Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or
    ii. the Authority has approved the relevant Financial Report.

2.2 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 2.1(c), that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Agreement, a version of which shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

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2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authority, the matter shall be referred for determination in accordance with Schedule 8.3 (*Dispute Resolution Procedure*).

3 DISCUSSION OF QUALITY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT

3.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

3.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

4 KEY SUB-CONTRACTORS

4.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.

4.2 Without prejudice to Paragraph 1.1 of Part C, the Supplier shall:

(a) be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and

(b) on written request by the Authority, provide the Authority or procure that the Authority is provided with:

i. full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and

ii. further explanation of, and supporting information in relation to, any audit reports provided.

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PART C: AUDIT RIGHTS

1 AUDIT RIGHTS

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

(a) to verify the integrity and content of any Financial Report;
(b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Agreement (and proposed or actual variations to such Charges and payments);
(c) to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);
(d) to verify the Certificate of Costs and/or the Open Book Data;
(e) to verify the Supplier's and each Key Sub-contractor's compliance with this Agreement and applicable Law;
(f) 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 Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
(g) to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
(h) to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
(i) to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;
(j) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
(k) 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 Authority has used its resources;
(l) to verify the accuracy and completeness of any Management Information delivered or required by this Agreement;
(m) to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
(n) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
(o) to review the accuracy and completeness of the Registers;
(p) to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
(q) to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
(r) to review the Supplier's compliance with the Standards;
(s) to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
(t) to review the integrity, confidentiality and security of the Authority Data.

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

1.3 Nothing in this Agreement shall 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 Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

2 CONDUCT OF AUDITS

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

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

(a) all information requested by the Authority 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 Supplier System; and
(d) access to Supplier Personnel.

2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.

2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 USE OF SUPPLIER'S INTERNAL AUDIT TEAM

3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.

3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

(a) the resultant audit reports; and
(b) all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

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4 RESPONSE TO AUDITS

4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:

(a) the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier 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 Supplier shall promptly rectify the error;

(c) the Authority has overpaid any Charges, the Supplier shall pay to the Authority:

i. the amount overpaid;

ii. interest on the amount overpaid 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 Authority up to the date of repayment by the Supplier; and

iii. the reasonable costs incurred by the Authority in undertaking the audit, the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

(d) the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

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SCHEDULE 8: FINANCIAL MATTERS

SCHEDULE 8.5: ANTICIPATED SAVINGS

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Anticipated savings

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SCHEDULE 9: GOVERNANCE

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SCHEDULE 9.1: GOVERNANCE

1 DEFINITIONS

1.1 For the purposes of this Schedule 9.1, the following terms will have the meanings referred to below:

"Board Member"	Means the members of the Authority and Supplier staff who are appointed as members to the Boards;
"Board(s)"	Means the Strategy Board, Commercial Board, Operational Board, Technical Board and Change Board;
"Change Board"	Means the body described in Paragraph 10 of this Schedule*;*
"Commercial Board"	Means the body described in Paragraph 6 of this Schedule*;*
"Digital Board"	Means the body described in Paragraph 12 of this Schedule;
"Digital Services Assessments"	Means the assessments carried out by the Authority at the end of alpha development, at the end of beta development and before formal go-live for Services that are externally facing, and where development impacts user experience;
"Digital Services Assessment Panel"	Means the staff appointed by the Authority who are responsible for conducting Digital Services Assessments;
"Incident Reports"	Means an analysis and report provided by the Supplier in relation to any defect in or failure of any aspect of the Platform and Service, as identified by the Supplier or by the Authority;
"Operational Board"	Means the body described in Paragraph 7 of this Schedule;
"Performance Monitoring Information"	Means the monthly management information required under Schedule 2.2 (*Performance Monitoring and Service Levels*);
"Platform"	Means: • legislation.gov.uk; • publishing.legislation.gov.uk; • editorial.legislation.gov.uk; • research.legislation.gov.uk.
"Product Roadmap"	Means the Authority's plan for enhancing and developing the Platform;
"Project Board"	Means the body described in Paragraph 8 of this Schedule;

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"Service Managers"	Means the persons appointed as such by the Supplier with responsibility for delivering Services under this Agreement;
"Service Owner"	Means the Authority personnel with responsibility at The National Archives for managing the legislation.gov.uk website, the Research Service, the Publishing System, the Editorial System, and managing legislation data.
"Strategy Board"	Means the body described in Paragraph 5 of this Schedule; and
"Technical Board"	Means the body described in Paragraph 9 of this Schedule.

2 INTRODUCTION

2.1 This Schedule 9.1 (*Governance*) describes the procedures that the Authority shall use to:

(a) manage the strategic direction for Services under this Agreement;
(b) manage the technical direction for Services under this Agreement;
(c) manage the development of Services under this Agreement;
(d) approve and monitor the Maintenance Roadmap and Annual Maintenance Plan;
(e) monitor and review delivery against the requirement set out in Schedule 3 (*New Business Development*); and
(f) interface with The Authority's governance procedures – the Digital Board and the Digital Services Assessments managed by The National Archives.

3 ESTABLISHMENT OF THE BOARDS

3.1 Boards shall be established by the Authority under this Agreement on which both the Supplier and the Authority shall be represented.

3.2 The Strategy Board shall provide senior level guidance, leadership and strategy for delivery against the requirements of this Agreement, as set out in Paragraph 5 below.

3.3 The Commercial Board, Operational Board and Technology Boards shall report into the Strategy Board.

3.4 The Change Board shall report into the Technology Board.

4 BOARD STRUCTURES AND REPRESENTATION

4.1 Paragraphs 13 to 18 of this Schedule describe in relation to each Board:

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

4.2 In the event that the Supplier wishes to replace any Board Member, the Supplier shall notify the Authority in writing of the proposed change for agreement by the Authority (such

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agreement not to be unreasonably withheld or delayed). All Board Members put forward by the Supplier shall be of suitable seniority and expertise, to the satisfaction of the Authority.

4.3 Each Party will ensure that its Board Members make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person will use all reasonable endeavours to ensure that:

4.4 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

(a) that he/she is debriefed by such delegate after the Board meeting within a reasonable time.
(b) The Boards shall be chaired by the Authority as set out in Clauses 13to 18. The chairperson will be responsible for:
(c) scheduling Board meetings;
(d) setting the agenda for Board meetings and circulating meeting paperwork to all attendees in advance of such meeting;
(e) chairing the Board meetings;
(f) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
(g) 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
(h) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

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

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

4.7 The Appendix to this Schedule describes in relation to each Board:

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

4.8 In the event that either Party wishes to replace any Board Member position, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

4.9 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

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(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.

4.10 The Boards shall be chaired by a member of staff from the Authority as set out in Paragraphs 13 to 18 of this Schedule. The chairperson shall be responsible for:

(a) scheduling Board meetings;
(b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
(c) chairing the Board meetings;
(d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
(e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants; and
(f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

4.11 Board meetings shall be quorate as long as at least two representatives from each Party are present.

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

5 ROLE OF THE STRATEGY BOARD

5.1 The Strategy Board shall:

(a) provide senior level strategic direction, forward planning and leadership for the operation, maintenance and development of the legislation.gov.uk Platform;
(b) monitor delivery against the requirements for Services set out in this Agreement;
(c) receive and review the Supplier's Financial Plan, as set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*) every six months or as otherwise agreed with the Authority;
(d) review and approve the Supplier's Implementation Plan, as required under Schedule 7 (*Implementation*).
(e) review and approve changes to the charges to government set out in Schedule
(f) 8.1 (*Royalties, Payments, Charges and Invoicing*);
(g) review and approve the additional document Supplement Charge and monitor the Supplement Payments as set out in Schedule 8.1 (*Royalties, Payments,*
(h) *Charges and Invoicing*)
(i) determine the monthly cost threshold for using AWS CloudWatch (or similar as approved by the Authority);
(j) review and approve the Maintenance Roadmap for the Platform, subject to Digital Board sign off, and conduct an annual review of delivery against it;
(k) review and approve the Annual Maintenance Plan, subject to Digital Board sign off, and conduct an annual review of delivery against it;
(l) receive and review reports from the Operational Board that summarise delivery against the Annual Maintenance Plan and the Authority's Product Roadmap;

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(m) receive and review reports from the Commercial Board that summarise delivery against the requirements set out in Schedule 3 (*New Business Development*);
(n) receive and review reports from the Technology Board that summarise proposals for technical developments and for technical change, and opportunities for benefits realisation;
(o) receive and review the risk register which shall be updated by the Supplier;
(p) authorise the commissioning and initiation of new projects (subject to Digital Board sign off); and
(q) consider and resolve Disputes (including Disputes as to the cause of a delay to the Project or the performance of the Services) escalated to the Strategy Board.

6 ROLE OF THE COMMERCIAL BOARD

6.1 The Commercial Board shall:

(a) provide senior level strategic direction, forward planning and leadership for the commercial activities to be delivered under this Agreement, as required in Schedule 3 (*New Business Development*);
(b) be accountable to the Strategy Board for the commercial and business oversight of the requirements set out in Schedule 3 (*New Business Development*);
(c) receive and approve the Supplier's Business Strategy, and conduct an annual review of delivery against it;
(d) approve and monitor the Supplier's annual Business Plan and monitor delivery against it,
(e) conduct an annual review of the Supplier's delivery against its annual Business Plan;
(f) receive and review financial reports from the Supplier;
(g) receive and review the Supplier's proposals for brand development; channel strategy development; market research; marketing, sales and public relations; customer and stakeholder engagement; reporting; and resources as they relate to business development; and
(h) assess the Supplier's pricing strategy for commercial products and services delivered under the requirements of Schedule 3 (*New Business Development*).

7 ROLE OF THE OPERATIONAL BOARD

7.1 The Operational Board shall:

(a) be accountable to the Strategy Board for comprehensive oversight of the operation, maintenance and development of Platform and Services;
(b) have oversight of and review progress of the Supplier's Implementation Plan as required under Schedule 7 (*Implementation*);
(c) have oversight of and review progress of delivery against the requirements set out in the Maintenance Roadmap;
(d) have oversight of and review progress of delivery against the Annual Maintenance Plan;
(e) have oversight of the resources deployed by the Supplier to deliver against the requirements set out in the Maintenance Roadmap and the Annual Maintenance Plan to the satisfaction of the Authority. Escalate resourcing issues to the Strategy Board if required;
(f) report to the Strategy Board on significant issues requiring decision and resolution by the Strategy Board;
(g) review the Risk Register;
(h) periodically review the Performance Monitoring information referred to in Schedule 2.2 (*Performance Monitoring and Service Levels*) prepared by the Supplier;

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(i) periodically review the reports set out in Schedule 2.3 (*Reporting*); and
(j) consider Disputes (including Disputes as to the cause of a delay to the Project or the performance of the Services) and if necessary escalate the Dispute to the Strategy Board.

8 ROLE OF THE PROJECT BOARD

8.1 The Project Board shall:

(a) be accountable to the Strategy Board for comprehensive oversight of the Supplier's delivery against the Authority's Product Roadmap;
(b) have oversight of and review progress of delivery against the Product Roadmap;
(c) have oversight of the resources deployed by the Supplier to deliver against the requirements set out in the Product Roadmap to the satisfaction of the Authority. Escalate resourcing issues to the Strategy Board if required;
(d) report to the Strategy Board on significant issues requiring decision and
(e) resolution by the Strategy Board;
(f) review the Risk Register;
(g) periodically review the Performance Monitoring information referred to in Schedule 2.2 (*Performance Monitoring and Service Levels*) prepared by the Supplier;
(h) periodically review the reports set out in Schedule 2.3 (*Reporting*); and
(i) consider Disputes (including Disputes as to the cause of a delay to the Project or the performance of the Services) and if necessary escalate the Dispute to the Strategy Board.

9 ROLE OF THE TECHNICAL BOARD

9.1 The Technical Board shall:

(a) provide senior level strategic direction, problem solving, forward planning and leadership for technology solutions underpinning the Platform;
(b) review the Maintenance Roadmap for approval by the Strategy Board;
(c) review the Annual Maintenance Plan for approval by the Strategy Board;
(d) be accountable to the Strategy Board for comprehensive oversight of the technical development of the Platform;
(e) review and assess opportunities for technical development and improvement and new technologies on the horizon;
(f) assess the Supplier's proposals for the technical development of the Platform;
(g) identify any risks to introducing or changing the technology underpinning the Platform and assess the Supplier's proposed mitigations for identified risks;
(h) monitor and assess Incident Reports provided by the Supplier or required by the Authority;
(i) ensure technical risks and mitigations are added to the Risk Register and are reviewed at each meeting;
(j) review changes agreed by the Change Board since the last Technical Board meeting; and
(k) review the level of technical debt and the Supplier's delivery against the requirements to reduce the level of technical debt as set out in Schedule 2.2 (*Performance Monitoring and Service Levels*).

10 ROLE OF THE CHANGE BOARD

10.1 The Change Board is a sub-group of the Technical Board and shall provide reports of its activities for the Technology Board to review.

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10.2 The Change Board monitors, assesses and manages any changes proposed to the rules and structure of legislation documents.

10.3 The scope of changes are those that impact on the live services covering the legislation.gov.uk website, Publishing System, Editorial System – to include Platform APIs and any shared components, for example CLML, ontologies, Core Reference Data Model, and where the vocabularies or schema or shared XSLTs within any of the live workflows may be affected or altered. This includes any changes that may occur as a result of the live release of a project delivered through the Product Roadmap, Maintenance Roadmap or Annual Maintenance Plan, or business development activities carried out as a result of the requirements set out in Schedule 3 (*New Business Development*).

11 ROLE OF THE AUTHORITY'S DIGITAL SERVICES ASSESSMENT PANEL

11.1 The Authority's Digital Services Assessment Panel shall assess changes to all externally facing Services at the end of alpha development; at the end of beta development; and before formal go-live, where such changes impact on user experience.

11.2 Services must pass The Authority's Digital Services Assessment before alpha development can progress on to beta development and before formal go-live.

11.3 If the Services do not pass the Digital Services Assessment at any stage, the Digital Assessment Panel shall provide feedback to the Product Owner and the Supplier and recommendations on the actions required to progress to the next stage of development.

11.4 The Supplier must ensure that Supplier staff as agreed with the Authority shall attend the Digital Assessment Panel with the Product Owner. Staff required to attend would typically include a UX researcher, a senior developer, a technical architect and the Service Manager.

12 ROLE OF THE AUTHORITY'S DIGITAL BOARD

12.1 The Authority's Digital Board is responsible for the strategic governance for all digital services delivered by The National Archives, including the services delivered under this Agreement.

12.2 The Digital Board is responsible for ensuring that all digital services, including services delivered under this Agreement, comply with the Cabinet Office's spend control processes and procedures.

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123 STRATEGY BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Digital Director, The National Archives
Authority members of the Strategy Board	Text Redacted, Digital Director Text Redacted, Head of Legislation Services Text Redacted, Legislation Services Manager Text Redacted, Finance Business Partner Text Redacted, Head of Risk, Standards and Engagement Text Redacted, Head of Licensing, Publishing and Digitisation* Text Redacted, Service and Performance Manager Service Owners* *attendance as appropriate, depending on agenda
Supplier members for Strategy Board	Text Redacted, Managing Director Text Redacted, Government Digital Director Text Redacted, Client Services Director Text Redacted, Business Development Manager
Start date for Strategy Board meetings	August 2018
Frequency of Strategy Board meetings	Quarterly, unless otherwise directed by the Authority
Location of Strategy Board meetings	The Authority's offices in Kew, unless otherwise agreed with the Authority

13 COMMERCIAL BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Head of Legislation Services, The National Archives

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Authority Members for Commercial Board	Text Redacted, Head of Licencing, Publishing and Digitisation Text Redacted, Finance Business Partner Text Redacted, Head of Legislation Services Text Redacted, Legislation Services Manager Text Redacted, Service and Performance Manager

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Supplier Members of the Commercial Board	Text Redacted, Government Digital Director Text Redacted, Client Services Director Text Redacted, Business Development Manager Text Redacted, Finance Manager
Start Date for Commercial Board meetings	August 2018
Frequency of Commercial Board meetings	Quarterly or as otherwise directed by the Authority
Location of Commercial Board meetings	The Authority's offices in Kew, unless otherwise agreed with the Authority

14 OPERATIONAL BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Head of Legislation Services, The National Archives
Authority Members of the Operational Board	Text Redacted, Head of Legislation Services Text Redacted, Service and Performance Manager Text Redacted, Legislation Services Manager* Text Redacted, Data Manager Text Redacted, Publishing Manager Text Redacted, Legislation Programme Manager Text Redacted, User Experience and Online Services Manager *optional
Supplier Members for Operational Board	Text Redacted, Client Services Director Text Redacted, Project Manager Text Redacted, Account Manager Text Redacted, eContent Manager
Start Date for Operational Board meetings	September 2018
Frequency of Operational Board meetings	Monthly or as otherwise agreed with the Authority
Location of Operational Board meetings	Supplier Premises, or a virtual meeting if agreed in advance with the Authority

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15 PROJECT BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Head of Legislation Services, The National Archives
Authority Members of the Project Board	Text Redacted, Head of Legislation Services Text Redacted, Service and Performance Manager Text Redacted, Legislation Services Manager* Text Redacted, Data Manager Text Redacted, Publishing Manager Text Redacted, Legislation Programme Manager Text Redacted, User Experience and Online Services Manager *optional
Supplier Members for Project Board	Text Redacted, Technical Design Lead Text Redacted, Client Services Director Text Redacted, Project Manager Text Redacted, Account Manager Text Redacted, eContent Manager
Start Date for Project Board meetings	September 2018
Frequency of Project Board meetings	Monthly or as otherwise agreed with the Authority
Location of Project Board meetings	Supplier Premises

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16 TECHNICAL BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Head of Risk, Standards and Engagement, The National Archives
Authority Members for Technical Board	Text Redacted, Digital Director Text Redacted, Head of Legislation Services Text Redacted, Legislation Services Manager Text Redacted, Service and Performance Manager Text Redacted, Data Manager Text Redacted, Legislation Programme Manager Text Redacted, Publishing Manager Text Redacted, User Experience and Online Services Manager
Supplier Members for Technical Board	Text Redacted, Government Digital Director Text Redacted, Client Services Director
Start Date for Technical Board meetings	August 2018
Frequency of Technical Board meetings	Quarterly or as otherwise agreed with the Authority
Location of Technical Board meetings	The Authority's offices in Kew, unless otherwise agreed with the Authority

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17 CHANGE BOARD REPRESENTATION AND STRUCTURE

Chairperson	Text Redacted, Digital Manager, The National Archives
Authority Members for Change Board	Text Redacted, Data Manager John Sheridan, Digital Director Text Redacted, Legislation Programme Manager (for information) Text Redacted, Publishing Manager (for information) Text Redacted, Service and Performance Manager (for information)
Supplier Members for Change Board	*Text Redacted, Government Digital DirectorText Redacted, Client Services DirectorText Redacted, Project Manager Text Redacted, Senior Developer - *optional
Start Date for Change Board meetings	As required – this will be a virtual group conducted via email
Frequency of Change Board meetings	As required
Location of Change Board meetings	Email or conference call as directed by the Chairperson

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SCHEDULE 9: GOVERNANCE

SCHEDULE 9.2: CHANGE CONTROL PROCEDURE

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Change Control Procedure

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Authority Service and Performance Manager"	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
"Change Request"	a written request for a Contract Change;
"Change Communication"	any Change Request or other communication sent or required to be sent pursuant to this Schedule;
"Change Control Note"	the completed form in Annex 1 of this Schedule;
"Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with Paragraph 7;
"Receiving Party"	the Party which receives a proposed Contract Change; and
"Supplier Account Manager"	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Schedule sets out the procedure for dealing with Changes.

2.2 Operational Changes shall be processed in accordance with Paragraph 8. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

2.3 The Supplier shall provide reports on Change Control Notes in accordance with Schedule 2.3 (*Reports*).

2.4 The Parties shall deal with Contract Change as follows:

(a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
(b) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5;
(c) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 6;
(d) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Control Note has been signed and issued by the Authority in accordance with Paragraph 0; and
(e) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7.

2.5 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 7.2 (*Testing Procedures*), and, where appropriate, the Change Control Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

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2.6 Until a Change Control Note has been signed and issued by the Authority in accordance with Paragraph 5.2, then:

(a) unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

(b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

2.7 The Supplier shall:

(a) within 10 Working Days of the Authority's signature and issue of a Change Control Note , deliver to the Authority a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Control Note and annotated with a reference to the Change Control Note pursuant to which the relevant Contract Changes were agreed; and

(b) thereafter provide to the Authority such further copies of the updated Agreement as the Authority may from time to time request.

3 COSTS

3.1 Subject to Paragraph 3.3, the costs of preparing each Change Request shall be borne by the Party making the Change Request;

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or daycosts (as applicable) set out in Schedule 8.1 (*Royalties, Payments, Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4 CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

4.2 Change Requests shall be made through the governance routes set out in Schedule 9.1 (*Governance).*

5 AUTHORITY'S RIGHT OF APPROVAL

5.1 Within 15 Working Days of receiving the Change Request from the Supplier or within 10 Working Days of receiving the further information that it may request, the Authority shall evaluate the Change Request and shall do one of the following:

(a) approve the proposed Contract Change

(b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract

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Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

(c) in the event that it reasonably believes that a Change Request or additional information contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. On receiving the modified Change Request and/or additional information, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.

5.2 If the Authority approves the proposed Contract Change and it has not been rejected by the Supplier in accordance with Paragraph 6, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Control Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Control Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Control Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Control Note, shall constitute confirmation of) a binding variation to this Agreement.

5.3 If the Authority does not sign the Change Control Note within 10 Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Control Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

6 SUPPLIER'S RIGHT OF APPROVAL

6.1 If:

(a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

i. materially and adversely affect the risks to the health and safety of any person; and/or

ii. require the Services to be performed in a way that infringes any Law; and/or

(b) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days.

7 FAST-TRACK CHANGES

7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If:

(a) the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 (four) in any 12 month period; and

(b) both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not

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exceed Text Redacted and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and/or 7 as appropriate but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

7.3 The Parties may agree in writing to revise the parameters set out in Paragraph 7.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 (four) in a 12 month period.

8 OPERATIONAL CHANGE PROCEDURE

8.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

(a) have an impact on the business of the Authority;
(b) require a change to this Agreement;
(c) have a direct impact on use of the Services; or
(d) involve the Authority in paying any additional Charges or other costs.

8.2 The Authority may request an Operational Change by submitting a written Request For Operational Change ("**RFOC**") to the Supplier Representative.

8.3 The RFOC shall include the following details:

(a) the proposed Operational Change; and
(b) the time-scale for completion of the Operational Change.

8.4 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

9 COMMUNICATIONS

9.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Service and Performance Manager or the Supplier Account Manager, as applicable.

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ANNEX 1: CHANGE CONTROL NOTE

CHANGE CONTROL NOTE (CCN)

Dated:

CCN NUMBER: [insert number] BETWEEN

1 THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE AND QUEEN'S PRINTER OF ACTS OF PARLIAMENT of

Kew, Richmond, Surrey TW9 4DU (the Authority)

AND

2 THE STATIONERY OFFICE LIMITED of 55 Wells Street, London, W1A 3AE (the Supplier)

This CCN [insert number] is made to the Contract in relation to the capture, transformation and dissemination of United Kingdom legislation and associated products dated [insert date] between the above Parties.

Description of requested contract change: Reasons for requested contract change:

IT IS HEREBY AGREED AS FOLLOWS:

The Parties agree to Change [insert section or Schedule of the Contract] [Details of Change]

Signed (Authority)

……..……..……..…….Date……...…… Authority

Print Name ……..

Signed (Contractor) ……..……...…Date……...……

Print Name ……..

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SCHEDULE 9: GOVERNANCE SCHEDULE

9.3: DISPUTE RESOLUTION PROCEDURE

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Dispute Resolution Procedure

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given in Paragraph 7.2;
"Expert"	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
"Expert Determination"	determination by an Expert in accordance with Paragraph 6;
"Mediation Notice"	has the meaning given in Paragraph 4.5;
"Mediator"	the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
"Multi-Party Dispute"	a Dispute which involves the Parties and one or more Related Third Parties;
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 9.6;
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 9.6;
"Related Third Party"	a party to another contract or Sub-contract, with the Authority or with the Supplier, which is relevant to this Agreement
"Supplier Request"	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 DISPUTE NOTICES

2.1 If a Dispute arises then:

(a) the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

(b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

i. shall set out:

ii. the material particulars of the Dispute;

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iii. the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

iv. if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

(a) may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2(b), then:

(a) if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and

(b) if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

(a) first by commercial negotiation (as prescribed in Paragraph 4);

(b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and

(c) lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 50 (*Governing Law and Jurisdiction*)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 (*Urgent Relief*).

3 EXPEDITED DISPUTE TIMETABLE

3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph

3.3 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

(a) in Paragraph 4.5(c), 10 Working Days;

(b) in Paragraph 5.2, 10 Working Days;

(c) in Paragraph 6.2, 5 Working Days; and

(d) in Paragraph 7.2, 10 Working Days.

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3.4 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4 COMMERCIAL NEGOTIATION

4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation in accordance with Clauses 4.2 to 4.4.

4.2 Subject to paragraph 4.5, 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 4.

4.3 In the first instance, the Authority and the Supplier will make reasonable endeavours to resolve all Disputes as soon as possible, at the lowest level in the project structure 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 the partnering structure 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
Service Owners; then
Operational Board; then
Strategy Board

4.4 The speed of escalation and resolution of Disputes during this commercial negotiations stage will be judged by reference to the seriousness and operational impact of the issue and should be agreed between the Parties (but in default of agreement at the discretion of the Authority). The timescale for resolving Disputes by commercial negotiations will be as set out in the applicable section of the Dispute Resolution Timetable.

4.5 If:

(a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
(b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
(c) the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a "**Mediation Notice"**).

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5 MEDIATION

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6 EXPERT DETERMINATION

6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.

6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:

(a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);

(b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or

(c) if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2(a) or (b), on the instructions of the president (or equivalent) of:

i. an appropriate body agreed between the Parties; or

ii. if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

(a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

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(b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
(c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall 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 shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;
(e) the process shall be conducted in private and shall be confidential; and
(f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7 ARBITRATION

7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.

7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.

7.3 If the Authority serves a Counter Notice, then:

(a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or
(b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

7.4 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:

(a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to Paragraphs 7.5(e), (f) and (g));
(b) the arbitration shall be administered by the LCIA;
(c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
(d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

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(e) the chair of the arbitral tribunal shall be British;
(f) the arbitration proceedings shall take place in London and in the English language; and
(g) the seat of the arbitration shall be London.

8 URGENT RELIEF

8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

(a) for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
(b) where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9 MULTI-PARTY DISPUTES

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").

9.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**".

9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

9.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:

(a) a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
(b) not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with the provisions of Paragraphs 3 to 8 inclusive.

9.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

(a) the Authority;
(b) the Supplier;
(c) each Related Third Party involved in the Multi-Party Dispute; and

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(d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,
(together "**Multi-Party Dispute Representatives**").

9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

(a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi- Party Dispute Resolution Board in respect of the Multi-Party Dispute;
(b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
(c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi- Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi- Party Dispute.

9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

(a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;
(b) either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or
(c) subject to Paragraph 9.9, Paragraph 7 shall apply to the Multi-Party Dispute, and in each case references to the **"Supplier"** or the **"Parties"** in such provisions shall include a reference to all Related Third Parties.

9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-contractor, by the Supplier.

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SCHEDULE 9: GOVERNANCE

SCHEDULE 9.4: RECORDS PROVISIONS

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1 RECORDS

1.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 of Annex 1 (together **"Records"**):

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

1.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.

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

1.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

1.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Agreement.

1.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:

(a) as soon as they are available, and in any event within 60 Working Days after the end of the first 6 months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and
(b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

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ANNEX 1: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier 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 the Supplier Representative and each member of the Key Personnel.

4 Notices, reports and other documentation submitted by any Expert.

5 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.

6 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.

7 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.

8 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.

9 Documents prepared by the Supplier in support of claims for the Charges.

10 Documents submitted by the Supplier pursuant to the Change Control Procedure.

11 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.

12 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier 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.

13 Invoices and records related to VAT sought to be recovered by the Supplier.

14 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.

15 Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.

16 All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.

17 All journals and audit trail data referred to in Schedule 2.5 (*Security Management)*.

18 All appropriate documents and records in relation to the Services being delivered and the other Requirements to be satisfied (e.g. Service Failure log, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc.).

19 Details of all call histories, providing the Authority with prompt access to such records upon the Authority's request in accordance with the Agreement.

20 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

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SCHEDULE 9: GOVERNANCE

SCHEDULE 9.5: EXIT MANAGEMENT

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Exit Management

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Business Process Manual"	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"	any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with Clause 35 (*Termination Rights*), 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 (*Termination Rights*); or (c) wrongful termination or repudiation of this Agreement by either Party;
"Exclusive Assets"	those Assets (if any) used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given in Paragraph 3.1;
"**Exit Manager"**	the person appointed by each Party pursuant to Paragraph 2.6 for managing the Parties' respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4;
"Net Book Value"	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;
"**Non-Exclusive Assets"**	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
"**Ordinary Exit"**	any termination of this Agreement which occurs: (d) pursuant to Clause 35 (*Termination Rights*) 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 (e) as a result of the expiry of the Initial Term or any Extension Period;

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"Registers"	the registers and configuration database referred to in Paragraph 2.1;
"Transferable Assets"	those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and
"**Transferring Contracts"**	has the meaning given in Paragraph 6.2(b).

2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the Supplier 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 Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

(c) maintain a separate register of all Authority Materials (which may contain both Exclusive and Non-Exclusive Assets);

(d) agree the format of the Registers with the Authority 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, Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 The Supplier 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.

2.3 The Supplier will ensure that all Authority Materials are identified as such in the Registers and that each Authority Materials is marked to identify whether it has been assigned to the Authority; falls within Clause 12.2.1 of the Agreement (being publicly available) or whether it falls within Clause 18.2 (being licensed to the Authority).

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(a) The Supplier will (unless otherwise agreed by the Authority in writing) procure that all sub-contracts and other agreements with third parties, which are necessary to enable the Authority and/or any Replacement Supplier 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 Authority to the Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

(b) Where the Supplier is unable to procure that any sub-contract or other agreement referred to in Paragraph 2.4 which the Supplier proposes to enter into after the Contract Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier will promptly notify the Authority of this and the Parties will (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Supplier seeking an alternative sub-contractor, to be agreed with the Authority.

(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 Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub- contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier 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 Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information (together, the **"Exit Information"**) in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers 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 Authority Materials to the potential Replacement Supplier (including details of the method and date of proposed transfer);

(e) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

(f) an inventory of Authority Data in the Supplier's possession or control;

(g) financial information provided under the Agreement in the formats specified by the Authority 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;

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(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 Authority 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 Supplier Employees required to be provided by the Supplier under this Agreement; and
(o) such other material and information as the Authority shall reasonably require.

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

3.3 The Supplier shall:

(a) notify the Authority 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 Authority 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 Authority.

3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority 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 Supplier 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 Supplier (if the Supplier is invited to participate).

4 EXIT PLAN

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

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier 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 Authority.

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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 Supplier 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 Supplier of all such reasonable assistance as the Authority shall require to enable the Authority 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 Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
(g) the scope of the Termination Services that may be required for the benefit of the Authority (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 Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 10.1 (*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 Supplier to the Replacement Supplier and/or the Authority 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 Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

4.5 The Supplier 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 Supplier shall submit the revised Exit Plan to the Authority 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.

Finalisation of the Exit Plan

4.6 Within 20 Working Days after service of a Termination Notice by either Party or

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4.7 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority'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.

4.8 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 Authority 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 Supplier 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).

5 TERMINATION SERVICES

Notification of Requirements for Termination Services

5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (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 Supplier ceases to provide the Services.

5.2 The Authority 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 Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier 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 Authority shall have the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

(a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 5.1, provide the Termination Services;
(b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority 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 Authority and/or its Replacement Supplier;
(c) the Termination Services shall be provided at no additional cost beyond the Contract Price;

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(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 Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

5.4 If the Supplier demonstrates to the Authority'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 Supplier'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.

Termination Obligations

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

5.6 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 Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), the Supplier shall:

(a) cease to use the Authority Data and Authority Materials;

(b) provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority) and Authority Materials in a form approved by the Authority;

(c) erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

(d) return to the Authority such of the following as is in the Supplier's possession or control:

i. all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;

ii. all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority;

iii. any parts of the ICT Environment and any other equipment which belongs to the Authority; and

iv. any items that have been on-charged to the Authority, such as consumables;

v. all Authority Materials;

(e) vacate any Authority Premises;

(f) provide access during normal working hours to the Authority and/or the Replacement Supplier 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 Supplier; and

ii. such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.6(f)(ii).

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5.7 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 Supplier'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.

5.8 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

6 ASSETS, SUB-CONTRACTS AND SOFTWARE

6.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, without the Authority'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.

6.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3(e), the Authority shall provide written notice to the Supplier setting out:

(a) which Assets the Authority requires to be transferred to the Authority and/or its Replacement Supplier; and
(b) which Sub-contracts and other agreements specified in Paragraph 2.4 above the Authority requires to be assigned or novated to the Authority and/or its Replacement Supplier

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

6.3 With effect from no later than the expiry of the Termination Assistance Period, the Supplier will assign to the Authority (and/or its Replacement Supplier), 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 Authority (and/or its Replacement Supplier, as appropriate). In respect of those Non-Exclusive Assets that the Authority has identified pursuant to Paragraph 6.2, the Supplier will either (at the Authority's option, acting reasonably):

(a) sell such Assets to the Authority and/or its Replacement Supplier at an agreed price; or
(b) offer or procure for the Authority and/or its Replacement Supplier the use, rental, licensing of such assets (as appropriate) in each case for such period of time and

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on such commercial and other terms as may be agreed between the Parties, acting reasonably.

6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

6.5 Where the Supplier is notified in accordance with Paragraph 6.2(b) that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier 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 Authority) for the Authority and/or the Replacement Supplier 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.

6.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

6.7 The Authority shall:

(a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
(b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, 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 Supplier does the same.

6.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

6.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, 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 Authority (and/or Replacement Supplier) pursuant to Paragraph 6.6 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

6.10 The Supplier will provide such further assistance and take such action as may be reasonably required including in relation to the transfer of any Transferring Contracts.

7 SUPPLIER PERSONNEL

7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 10.1 (*Staff Transfer*) shall apply.

7.2 The Supplier 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

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provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

7.5 The Supplier 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 Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

8 APPORTIONMENTS

8.1 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 Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

(a) the amounts shall be annualised and divided by 365 to reach a daily rate;
(b) the Authority shall be responsible for (or shall procure that the Replacement Supplier 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 Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

8.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 8.1 as soon as reasonably practicable.

9 ANNEX 1: SCOPE OF THE TERMINATION SERVICES

9.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

(a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);
(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 Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
(d) delivering to the Authority 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);

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(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 Authority with any problem logs which have not previously been provided to the Authority;
(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
(j) and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
(k) reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;
(l) making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
(m) assisting in establishing naming conventions for any new production site;
(n) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
(o) 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 Authority;
(p) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
(q) delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
(r) delivering copies of Print Ready PDFs to the Authority's and/or its Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
(s) delivering a list of categories of Standing Orders and Subscription Services to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
(t) delivering Standing Order and Subscription Lists with details of customers receiving print copies or other Contract Service or New Business Services to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
(u) providing numbers of invoiced customers broken down into Sponsoring Departments generating legislation and customers purchasing other New Business Services;
(v) assisting with the loading, testing and implementation of the production databases;
(w) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;
(x) in respect of the maintenance and support of the Supplier System, providing historical performance and website usage data for the lifetime of the Agreement.;
(y) assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as

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otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);

(z) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

(aa) answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

(ab) agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;

(ac) (providing access to the Authority and/or the Replacement Supplier 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 Authority and/or the Replacement Supplier:

i. to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier 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 Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

(ad) (knowledge transfer services, including:

i. transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;

ii. providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

iii. providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier'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 Supplier or its Sub-contractors.

9.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 9.1(k) for agreement by the Authority 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 9.1(o), providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Authority Database migration plan agreed pursuant to Paragraph 9.1(aa), providing skills and expertise of a reasonably acceptable standard.

9.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier 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 Authority and/or the Replacement Supplier.

9.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 9.1(y) shall include:

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(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 Authority and/or the Replacement Supplier;
(d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority 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 Authority; and
(g) any relevant interface information.

9.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority 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 Supplier (in such form as the Supplier shall reasonably require); and
    ii. during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
(b) the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

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SCHEDULE 9: GOVERNANCE

SCHEDULE 9.6: BUSINESS CONTINUITY AND DISASTER RECOVERY

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1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given in Paragraph 2.3(a)(ii);
"Business Continuity Services"	has the meaning given in Paragraph 4.2(b);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of 12 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
"Disaster Recovery Plan"	has the meaning given in Paragraph 2.3(a)(iii);
"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
"Disaster Recovery System"	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
"Related Service Provider"	any person who provides services to the Authority in relation to this Agreement from time to time.

2 BCDR PLAN

2.1 The BCDR Plan from the contract between the Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament and The Stationery Office Limited signed on 31 January 2011 and consolidated to Change Control Note 3 shall continue to have effect until the Authority accepts the new BCDR Plan in accordance with 2.2.

2.2 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

(a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
(b) the recovery of the Services in the event of a Disaster.

2.3 The BCDR Plan shall:

(a) be divided into three parts:
  i. Part A which shall set out general principles applicable to the BCDR Plan;
  ii. Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and
  iii. Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
(b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5.
(c) Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:
(d) review and comment on the draft BCDR Plan as soon as reasonably practicable; and

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(e) notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than 20 Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft BCDR Plan:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
(b) the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3 PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

(a) set out how the business continuity and disaster recovery elements of the 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 Authority by a Related Service Provider;
(c) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority'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 Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;
(e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e- mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
(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 therefrom;
    iii. identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
    iv. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

(g) provide for documentation of processes, including business processes, and procedures;
(h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
(i) identify the procedures for reverting to (**"normal service"**);

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(j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
(k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
(l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

(a) the Services are provided in accordance with this 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 Authority is minimal as far as reasonably possible;
(c) it complies with the relevant provisions of ISO/IEC 27002, ISO 22301 and 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.

3.3 The BCDR Plan shall 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.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Agreement.

3.5 The BCDR Plan shall be certified by BSI under certificate number BCMS 637837.

4 BUSINESS CONTINUITY PLAN – PRINCIPLES AND CONTENTS

(a) The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
(b) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
(c) the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.1 The Business Continuity Plan shall:

(a) address the various possible levels of failures of or disruptions to the Services;
(b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "**Business Continuity Services**");
(c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
(d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

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5 DISASTER RECOVERY PLAN – PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall 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 Supplier 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. backup methodology and details of the Supplier'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. Service recovery procedures; and
  x. steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
(c) any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
(d) details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
(e) access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
(f) testing and management arrangements.

6 REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

(a) on a regular basis and as a minimum once every 6 months;
(b) within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
(c) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1(a) and 6.1(b)) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge

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the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall 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 shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **"Review Report"**) setting out:

(a) the findings of the review;
(b) any changes in the risk profile associated with the Services; and
(c) the Supplier's proposals (the **"Supplier'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 Supplier 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.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:

(a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
(b) notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

6.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
(b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier'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 Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

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7 TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 7.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

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

7.4 The Supplier shall ensure that any use by it or any Sub-contractor of **"live"** data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority 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 Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Authority, (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 shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Agreement.

7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8 INVOCATION OF THE BCDR PLAN

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

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SCHEDULE 9: Governance

SCHEDULE 9.7: CONDUCT OF CLAIMS

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1 INDEMNITIES

1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the **"Indemnifier"**), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the **"Beneficiary"**).

1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement (a **"Claim"**), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

1.3 Subject to Paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:

(a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
(b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;
(c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
(d) the Indemnifier shall conduct the Claim with all due diligence.

1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:

(a) the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
(b) the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
(c) the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2 SENSITIVE CLAIMS

2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a "**Sensitive Claim**"), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to

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indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3 RECOVERY OF SUMS

3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

(a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of- pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

(b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4 MITIGATION

4.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

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SCHEDULE 9: GOVERNANCE

SCHEDULE 9.8: CONTRACT EXTENSION

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CONTRACT EXTENSION

4.2 The Authority may, by giving written notice to the Supplier not less than three (3) month(s) prior to the last day of the Initial Contract Period, extend this Agreement for up to two (2) further successive periods of up to one (1) year each provided that the total of all such periods will not exceed two (2) years. The provisions of this Agreement will apply throughout any period of extension to the Term pursuant to this Paragraph 1.1 (the **"Extension Period"**).

4.3 Any Extension Period shall require the Supplier to meet the following criteria to the satisfaction of the Authority:

(a) The Extension Period shall demonstrate ongoing value for money, including ongoing commitment to invest by the Supplier;
(b) The Supplier shall demonstrate that any contract extension would result in a reduced cost per transaction in real terms;
(c) The Supplier shall evidence increased satisfaction levels amongst government users; and
(d) The Supplier shall evidence the successful delivery of the project to publish retained EU legislation.

4.4 Additionally the Authority shall review the delivery of the legislation.gov.uk Platform after two years from the commencement of this Agreement. The Supplier must have addressed any outcomes of that review to the satisfaction of the Authority before this Agreement can be extended.

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SCHEDULE 10: EMPLOYMENT

SCHEDULE 10.1: STAFF TRANSFER

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Staff Transfer

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Admission Agreement"	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
"Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
"Former Supplier"	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub- contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013;
"Notified Sub-contractor"	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub- contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub- contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Schemes"	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

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"Service Transfer Date"	the date of a Service Transfer;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority 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 and gender; (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 and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly 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 Supplier;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

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2 INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub- contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub- contractor, as the case may be.

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PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

1 NOT USED

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PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1 NOT USED

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PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Authority and the Supplier agree 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 Authority and/or any Former Supplier.

1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

(b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Supplier 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 Authority shall:

(a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

(b) Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(c) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

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2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

(a) shall not apply to:

i. any claim for:

A. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

B. equal pay or compensation for less favourable treatment of part- time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

ii. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

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

3 PROCUREMENT OBLIGATIONS

3.1 Where in this Part C the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART D: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

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

(a) receipt of a notification from the Authority 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 Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

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

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

(a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
(b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

(a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier 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 or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including 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 Supplier 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 Supplier's Provisional Supplier Personnel List;

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(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

(f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

(a) the numbers of employees engaged in providing the Services;
(b) the percentage of time spent by each employee engaged in providing the Services; and
(c) a description of the nature of the work undertaken by each employee by location.
(d) in relation to each employee, the name of the team in which they operate (or the title of the line manager where the team is not named), and the total number of other employees within that team.

1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier 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 Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier 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 Authority and the Supplier 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 Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation

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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 Supplier and/or a Replacement Sub- contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier 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 which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
   i. the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:any collective agreement applicable to the Transferring Supplier Employees; and/or
   ii. any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

(b) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier 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;

(c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
   i. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
   ii. in relation to any employee who is not a Transferring Supplier Employee, 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 Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

(d) a failure of the Supplier 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 Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

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(e) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier 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

(f) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier 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 Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier 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 Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

(b) arising from the Replacement Supplier'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 a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

(a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

(b) the Supplier 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 Supplier 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 Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier 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.

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2.8 Subject to the Replacement Supplier 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 Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

i. any claim for:

A. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

B. equal pay or compensation for less favourable treatment of part- time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

ii. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier 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 Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees 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 which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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

2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the

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Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier 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 Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

(a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;

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

i. any collective agreement applicable to the Transferring Supplier Employees; and/or

ii. any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier 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 Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant 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 Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

i. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

ii. in relation to any employee who is not a Transferring Supplier Employee, 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 Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

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(g) a failure of the Replacement Supplier 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 Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

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SCHEDULE 10: Employment

SCHEDULE 10.2: KEY PERSONNEL

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SCHEDULE 11: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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1 The Contractor shall comply with any further written instructions with respect to processing of Personal Data.

2 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	legislation.gov.uk website usage information
Duration of the processing	Contract Term
Nature and purposes of the processing	Collection of website usage information including information about users computer and internet connection, IP address, type and version of browser, operating system, internet domain and, if arriving via a link from another website, the URL of the linking page. In addition, on occasion. The purpose is to ensure optimum website performance and compatibility with browsers and operating systems, to aid research in improving understanding of user needs and optimising access to legislation.gov.uk, in exercise of the functions of a Minister of the Crown
Type of Personal Data	Personal computer and internet connection, IP address, type and version of browser, operating system, internet domain and, if arriving via a link from another website, the URL of the linking page
Categories of Data Subject	Website users, data re-users
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data to be returned to the Authority upon Service Transfer, or at the request of the Authority. Users have the right to request that personal information is erased by submitting in writing to the Supplier's customer service team.
Subject matter of the processing	legislation.gov.uk Editorial System user accounts
Duration of the processing	Contract Term
Nature and purposes of the processing	Collection of personal information for the creation and maintenance of editorial 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 editorial system. The purpose is to allow users access to the editorial system for the legislation.gov.uk website, in exercising the functions of a Minister of the Crown
Type of Personal Data	Name, e-mail address, IP address, work team, contact details (in the event of correspondence with the Authority or the Supplier)

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Description	Details
Categories of Data Subject	Registered users of the Editorial System
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 editorial task audit trail. Data relating to correspondence by email or telephone 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.
Subject matter of the processing	legislation.gov.uk Publishing System user accounts
Duration of the processing	Contract Term
Nature and purposes of the processing	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. 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
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 Authority or the Supplier
Categories of Data Subject	Users of the Publishing System
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 Publishing System audit trail. Data relating to correspondence by email or telephone 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.
Subject matter of the processing	Users of SI Training
Duration of the processing	Contract Term

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Description	Details
Nature and purposes of the processing	Contact information is gathered for users of the SI Training service, to arrange the training courses, and also in some cases to provide post-training feedback through satisfaction surveys The purpose is to allow users of the SI Template to submit valid legislation for publishing to the legislation.gov.uk Publishing System, in exercising the functions of a Minister of the Crown
Type of Personal Data	Names, Department, Jurisdiction (ie United Kingdom, Scotland, Wales, Northern Ireland), Email addresses, IP addresses
Categories of Data Subject	SI Template 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	Data will be stored for as long as is necessary to provide the training, and for billing purposes where relevant. 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.
Subject matter of the processing	Account details for users of tnahelp.tso.co.uk
Duration of the processing	Contract term
Nature and purposes of the processing	Collection of personal information for the creation and maintenance of Authority
	employee user accounts to access the Suppliers fault logging system, so that they can log in to the service, plus correspondence by email or telephone in relation to that account.
Type of Personal Data	Name, contact telephone number, mobile telephone number (optional), company name, email address, office address (optional)
Categories of Data Subject	Authority 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.
Subject matter of the processing	Customers of Supplier commercial services and products
Duration of the processing	Contract Term

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Description	Details
Nature and purposes of the processing	Collection of personal data for the supply of legislation (either in print or via online Official Publications Online (OPO)) either an ad-hoc request or for on-going regular Fulfilment via standing order or subscription

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